



REQUEST FOR QUALIFICATIONS Environmental Testing Services

Professional Service Term Contract

PROPOSAL DUE DATE: 4:00 pm on Wednesday, February 28, 2018

I. INTRODUCTION

The Broome County Land Bank Corporation (“BCLBC” or “Land Bank”) is seeking “REQUEST FOR QUALIFICATIONS” from all interested and qualified environmental testing firms to provide services to the BCLBC for a two-year period. Under this contract, each firm may be required to provide general consultation, coordination, environmental testing, technical support, planning, programming, design, bidding, and construction support services for various BCLBC projects.

It is the intent of the BCLBC to select no less than three (3) qualified firms for the purpose of a more detailed in-depth evaluation of qualifications in an interview situation. The firms chosen will be asked to address their professional expertise as a part of their submittal (and that of their sub-consultant(s) should one be proposed as part of their team to meet the requirements listed herein), with the planned scope of services outlined herein.

This is an as-needed contract and the BCLBC does not guarantee any minimum level of activity or business. The term of the contract will be two (2) years. No exclusive rights are, or are intended to be, granted pursuant to any award under this request and the agreement(s) with the provider(s) of service(s) shall be only for services for such matters as the BCLBC, in its sole discretion, shall deem appropriate.

II. BACKGROUND

The Broome County Land Bank Corporation was incorporated in 2013 and is a public benefit corporation chartered by the State of New York overseen by a nine-member board appointed by the Broome County Legislature. Authorized under Article 16 of the Not-For-Profit-Corporation Law, the BCLBC is empowered to acquire, demolish, rehabilitate, manage or develop tax-foreclosed, vacant or abandoned properties for the purpose of putting such properties back to productive reuse.

The BCLBC is continuously acquiring and conveying real estate. Typically, the BCLBC processes between 7-10 properties a year. In 2017, the BCLBC demolished 10 buildings, 8 residential and 2 commercial.

III. SCOPE OF SERVICES

The general scope of services may include, but may not be limited to:

- A. Specific testing expertise in asbestos, lead, mold, PCB, and other hazardous materials,
- B. Air quality testing and monitoring per State and Federal guidelines / regulations,
- C. Project design and daily project management,
- D. Project monitoring, inspection, survey, sampling, and analysis,
- E. Miscellaneous technical support and assistance as necessary,
- F. Ability to coordinate review and approval with involved agencies and municipal code enforcement, as required,
- G. Structural evaluation of buildings/structures for stability,
- H. Preparation of design documents for demolition and disposal of structures including:
 - a. Asbestos abatement
 - b. Hazardous material remediation
 - c. Any additional environmental remediation determined from your evaluation
 - d. Structure demolition and disposal
 - e. Site restoration work
- I. Preparation of bid documents for public bid and bid support,
- J. Construction-phase services including Asbestos Abatement Project Monitoring / Air Monitoring Services and Construction Inspection Services, and
- K. Post construction phase and final project close-out services.

All work under this contract shall be done in accordance with all applicable federal, state, and local rules, regulations and codes. All work must be performed under the direction and supervision of a Professional Engineer or Architect (or other licensed professional as required by law), registered to practice in the State of New York.

IV. PROPOSAL FORMAT

IMPORTANT NOTICE: ALL responses must include Federal General Service Administration Form SF-330 as a minimum. If the requested services are not available within a single firm, it will be necessary to include the above requested information for each proposed subcontracted firm.

In addition, all responses should include the following:

Section 1:

Title Page - The title page should reflect the "Request for Qualifications" subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

Section 2:

Company Background – Present a brief overview of your organization. Provide an organizational chart. Identify the contact person for this contract and the team that will be assigned to project.

Qualifications / Experience - This section must address proposer's qualifications and experience in providing services covered by the RFQ.

Section 3:

References - Provide a list of three relevant client references, including a contact person's name, address and phone number, for similar projects relating to this RFQ not listed in Form SF-330.

Section 4:

EEO/MWBE – All submissions must include an Equal Employment Opportunity Policy Statement & M/WBE Participation Form, attached as Exhibit 'A'.

Non-Collusive Bidding Certificate – All submissions must include a Non-Collusive Bidding Certificate, attached as Exhibit 'B'.

V. INSURANCE

Selected firms shall procure and maintain the required insurance specification as outlined in Exhibit 'C'.

VI. PROPOSAL EVALUATION

The BCLBC shall apply the following evaluation criteria for selecting a firm. Such criteria are not necessarily listed in order of importance. The BCLBC reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

- Proposer's capacity and capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Past record of performance.
- Proximity to and familiarity with the area in which the project is located.

Once firms are evaluated on the above criteria, a short list of firms will be created and those firms will be invited for an interview with a committee of the BCLBC's Board of Directors and staff. Firms chosen for an interview should expect a more in-depth evaluation of their qualifications as well as evaluation of their approach (including staff and cost) to a sample project to be distributed by the BCLBC prior to the interview. The intent is to select no more than two (2) firms to contract with. The BCLBC reserves the right to reject any and all proposals received or to negotiate with any or all qualified proposers.

VII. Questions Relating to RFQ

All questions pertaining to this RFP shall be submitted on or before 2:00 p.m. on Friday, February 16, 2018 via email to Margaret Scarinzi, BCLBC Executive Director at MScarinzi@co.broome.ny.us.

VIII. Proposal Submission

Interested firms shall submit three (3) copies of their proposal to the BCLBC office by hand or mail by 4:00 p.m. on Wednesday, February 28, 2018 to:

Margaret Scarinzi
Broome County Land Bank Corporation
60 Hawley Street, 5th Floor
Binghamton, NY 13901

Each respondent is requested to send an electronic version of its proposal to MScarinzi@co.broome.ny.us no later than 4:00 p.m. on Wednesday, February 28, 2018.

Exhibit 'A'

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT & M/WBE PARTICIPATION BROOME COUNTY LAND BANK CORPORATION

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

It is the policy of _____ (name of organization) to provide equal employment opportunity to all people without regard to race, color, sex, religion, age, national origin, disability, sexual preference, or veteran status. This organization will undertake and/or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force. These programs will be in accordance with all relevant Federal and State non-discrimination laws and regulations.

This organization shall state in all solicitation and advertisements for employees that all qualified applicants will be afforded equal employment opportunities without discrimination. In addition, this organization shall request of any employment agency, labor union, or other authorized representative used to solicit employees that they will not discriminate on the basis of race, color, sex, religion, age, national origin, disability, sexual preference, or veteran status, AND that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

Finally, this organization agrees to include these same EEO provisions in every subcontract in such a manner that the requirements will be binding upon the subcontractor doing work in connection with this contract.

M/WBE PARTICIPATION

This organization shall take good faith actions to achieve M/WBE participation in this contract by taking and documenting the following steps:

1. Actively and affirmatively solicit bids and/or quotes for subcontracts (and/or supplies) from qualified State certified MBEs or WBEs, including solicitations from M/WBE contractor associations.

Documentation shall include:

- a. Copies of solicitations to M/WBE firms and copies of any responses.
 - b. Copies of any advertisements placed for participation of M/WBEs (including dates of advertisements and publications)
2. Ensure that documents used to secure bids and/or quotes are made available in sufficient time for review by prospective M/WBE's.

3. If responses to the organization's solicitations were received, but a certified M/WBE was not selected, provide specific reasons that such enterprise was not selected.
4. Contractor will also ask for and maintain records of any actions that subcontractors have taken to achieve M/WBE participation.

This organization agrees to provide copies of said documentation illustrating good faith efforts upon award of contract.

Agreed on this _____ day of _____, 20_____

By: _____
(Signature)

Print Name: _____

Title: _____

Exhibit 'B'

NON-COLLUSIVE BIDDING CERTIFICATION

Special Note:

BIDDER MUST RETURN THIS FORM WITH THE PROPOSAL FORM

TO THE BROOME COUNTY LAND BANK CORPORATION:

In accordance with Section 103D of the New York State General Municipal Law, the Undersigned declares that, in submitting this Proposal, he/she is or they are the only person(s) interested in said Proposal that it is made without any connection with any person making another Proposal for the same Contract; that the Proposal is, in all respects, fair and without Collusion, Fraud or Mental Reservation; and that no officials of the Broome County Land Bank Corp. or any person in the employ of the Broome County Land Bank Corp., is directly or indirectly interested in said Proposal or in the Supplies, Materials, Equipment or Work to which it relates, or in any portion of the profits thereof.

NON-COLLUSIVE BIDDING CERTIFICATION: (Section 103d, as amended)

1. By submission of this Proposal, each Bidder and each Person signing on behalf of any Bidder certifies, and in the case of a Joint Proposal, each Party thereto, certifies as to its own organization, under penalty of perjury, that, to the best knowledge and belief:
 - A. The prices in this Proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other Bidder or with any Competitor.
 - B. Unless otherwise required by law, the prices which have been quoted in this Proposal, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed, by the Bidder prior to Proposal Opening, either directly or indirectly, to any Bidder or to any Competitor.
 - C. No attempt has been made or will be made, by the Bidder, to induce any other person, partnership or corporation to submit or not submit a Proposal, with the purpose or restricting competition.

NAME OF BIDDER

SIGNATURE OF SIGNER

TITLE

NOTE:

A Proposal shall not be considered for award nor shall any award be made where: Paragraph 1, Subparagraphs A, B and C above, have not been complied with, providing however, that, if in any case, the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish, with the Proposal, a signed statement which sets forth, in detail, the reason therefore.

Where Paragraph 1, Subparagraphs A, B and C above, have not been complied with, the Proposal shall not be considered for award nor shall any award to made, unless, the Head of the Purchasing Unit of the political subdivision, public department, agency or official thereof, to which the Proposal is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder has published price lists, rates or tariffs covering items being procured; informed prospective customers of proposed or pending publications of new or revised price lists for such items or has sold the same items to other customers at the same prices as being Proposed; does not constitute, without more, a disclosure within the meaning of paragraph 1, subparagraphs A, B & C.

NON-COLLUSIVE AFFIDAVIT

STATE OF NEW YORK _____)
)ss.
COUNTY OF _____)

_____)
being first duly sworn, deposes and says that:

- A. He/She is owner, partner, officer, representative or agent of:

_____)
the Bidder that has submitted the attached Quotation.

- B. He/She is fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such Quotation;

- C. Such quotation is genuine and is not a collusive or sham Quotation;

- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived, agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham Proposal, in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Quotation or that of any other Bidder, or to fix any overhead, profit or cost element of the quote price or the quoted price of any other Bidder or to secure, through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Local Public Agency or any person interested in the proposed Contract, and;

- E. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

(Signed): _____)
_____)

Subscribed and sworn to before me
this ____ day of _____ 20

_____)
My Commission expires:

Risk Management & Insurance Specifications

Project Description	
Date Issued	02/07/2018
Vendor name ("Contractor")	TBD

Please read these specifications very carefully. These specifications are part of your Agreement with the Broome County Land Bank Corporation (BCLBC). It is advisable that you forward a copy of these specifications to your insurance agent. BCLBC waiver of any requirement(s) set forth herein shall not constitute a waiver of any other Agreement provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this Agreement, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by BCLBC, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the BCLBC. See section II for specific requirements regarding insurance proof.
7. The BCLBC reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of Agreement, whereupon BCLBC may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the Agreement;
 - (b) withholding any / all payment(s) due under this Agreement or any other Agreement it has with the vendor (common law set-off); OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by BCLBC shall be repaid upon demand, or at the BCLBC's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

- a. Commercial General Liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate for bodily injury and property damage; Aggregate limit must be per project.

Proof of additional insured coverage shall be evidenced through a carrier issued endorsement (ISO CG 20 10 11 85 or equivalent)

- b. Automobile Liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage;
- c. Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits, if required by law.
- d. Professional Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) on either a per-occurrence or claims-made coverage basis.

Proof of additional insured coverage shall be evidenced through a carrier issued endorsement

Certificates must list the Broome County Land Bank Corporation as additional insured with Waiver of Subrogation included. Location of the properties must be listed on the description of certificate.

1. The certificate face shall:
 - indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
 - provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the BCLB.
 - Disclose all policy exclusions
 - Disclose the amount of self-insured retention or deductibles.
 - Show Products & completed operation
2. Proof of Workers' Compensation Coverage must be provided on WCB form C-105.2 or U-26.3
3. Proof of NYS Disability Coverage must be provided on WCB form DB-120.1 OR DB-820/829 OR DB-155
4. The Additional Insured & Certificate Holder should read:

Broome County Land Bank Corporation
60 Hawley Street, 5th Floor
Binghamton, NY 13901

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the BCLBC for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the BCLBC or its employees.

The Contractor agrees to defend, indemnify and hold the Broome County Land Bank Corporation and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Part IV Safety

Broome County Land Bank Corporation specifically reserves the right to suspend or terminate all work under this Agreement whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, BCLB employees or member(s) of the general public on BCLB property. This reservation of rights by Broome County Land Bank Corporation in no way obligates Broome County Land Bank Corporation to inspect the safety practices of the Contractor.

If Broome County Land Bank Corporation exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County Land Bank Corporation, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County Land Bank Corporation's legal obligation to continuously provide contractor's service to the public or Broome County Land Bank Corporation's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County Land Bank Corporation shall have the right to immediately terminate this Agreement. In the event that Broome County Land Bank Corporation terminates this Agreement, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County Land Bank Corporation in re-bidding the work and /or by the increase in cost that results from using a difference vendor.