



HERKIMER COUNTY LAND BANK

"Revitalizing Herkimer County One Property at a Time"

109 Mary Street, Suite 1310, Herkimer, New York 13350

Fax: 315-867-1651

Email: hclb@herkimercountyny.gov

NOTICE TO BIDDERS

Request for Proposal (RFP)

for

Air Monitoring of Demolition In-Place

Herkimer County Land Bank Structure(s)

July 7, 2025

Herkimer County Land Bank Board of Directors

James W. Wallace, Chairman

Peter J. Campione, Vice Chairman

Mark Feane, Secretary

Kimberlee A. Enea, Treasurer

Cynthia Bennett, Director

Raymond Donley, Director

Vincent Bono, Director



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I. Directions for Bid Submission

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1. On an envelope containing the sealed bid:
 - a. In the FRONT upper left corner: Print or type your company's name:
 - b. In the front middle print or type the Land Bank address:

Herkimer County Land Bank
109 Mary Street, Suite 1310
Herkimer, New York 13350
 - c. On the Back Write or Type: HCLB Air Monitoring Sealed Bid
 - d. Mail or drop off the sealed bid to the Land Bank office.
2. The successful bidder shall be required to submit a performance bond or certified check in the amount of 100% of the bid price. The performance bond is due in the office of the Land Bank within 14 days of receipt of the award letter and will be returned upon completion and acceptance of the project.
3. Non-Collusive Bidding Statement shall accompany each bid.
4. Hold Harmless Agreement shall accompany each bid.
5. The successful bidder shall secure and maintain at his / her own expense insurance coverage as specified in "Appendix C: Insurance Requirements". Proof of required insurance coverage shall be provided to the Land Bank at least fourteen (14) calendar days prior to commencing work.
6. The Herkimer County Land Bank Corporation will receive sealed bids until 3pm, Friday, July 25, 2025. Sealed Bids will be opened on Monday July 28, 2025 at 9:00am at the Herkimer County Office Building, 109 Mary Street, Room 310, Herkimer New York 13350.
7. Bids received after the specified received date and time (July 25, 2025 by 3pm) will NOT be considered.
8. Bid specifications may be obtained online at herkimercountylandbank.org or in person at the Land Bank office 320 North Main Street, Suite 3500, Herkimer New York 13350.
9. To be considered, formal bids must be submitted on Herkimer County Land Bank bid submission forms.
10. All Proposals shall remain valid for 90 days after bid opening, unless hereinafter modified.
11. Herkimer County Land Bank reserves the right to reject any or all bids as well as may award bid(s) they determine to be in the best for the project and in the best interest of the Land Bank.
12. Bidders are welcome to bid on any or all of the proposed demolition projects.
13. These projects must be completed by October 20, 2025.

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II. Project Description – Air Monitoring for Demolition of listed Structure(s) in Herkimer County:

- 106 Lock Street, Frankfort, New York 13340, Tax Parcel #112.65-2-36
- 104 Zoller Avenue, Herkimer, New York 13350, Tax Parcel #113.83-3-64
- 216 Bellinger Avenue, Herkimer, New York 13350, Tax Parcel #120.24-4-81
- 10 Maple Place, Ilion, New York, 13357, Tax Parcel #120.45-2-27
- 3 Webster Street, Little Falls, New York 13365, Tax Parcel #114.75-1-53
- 41 Casler Street, Little Falls, New York 13365, Tax Parcel #114.76-2-57

1. Herkimer County Land Bank is seeking bid proposals from experienced and qualified air monitoring contractors to provide air monitoring of In-Place Controlled Demolition projects of unsafe structures.
2. The Air Monitoring Contractor shall be responsible for using tools, labor, vehicles, equipment needed to complete the project in accordance with Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York as well and any other applicable code or regulation.
3. All of the structures listed for demolition have been deemed unsafe structures by the local authority having jurisdiction (Codes Enforcement Official) and will be required to be taken down unabated, as is, in-place.
4. The Demolition Contractor and the Air Monitoring contractor shall make arrangements with each other concerning coordination of demolitions.
5. It is the responsibility of the bidder to inspect each site prior to submitting their bid. Arrangements for an accompanied site visit, if desired, may be made by calling the Herkimer County Land Bank at 315-867-1650, attention: Mike Edwards.
6. Entry into the structure is prohibited for safety, health, and liability reasons, as these structures were deemed unsafe structures by the Authority Having Jurisdiction.

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III. SCOPE OF WORK

The Contractor is responsible for all labor, materials, equipment, supplies, and incidentals as necessary and required to complete the work of outlined below.

- a. The Contractor shall comply with all federal, state, county, city, town and other applicable laws, ordinances, rules, and regulations and all orders and rules of any duly constituted authorities affecting the Property or bearing on the performance of the Work. This includes but is not limited to 12 NYCRR Part 56.
- b. At the completion of each project the contractor must submit a detailed air monitoring report to the HCLB.

IV. SPECIAL CONDITIONS

The CONTRACTOR, where applicable, must provide the following submittals:

1. Insurance Certificate(s) Actual Policies in accordance with the contract for review by Owner's attorney. This information shall also be submitted for any/all Sub Contractors prior to the start of their work.
2. List of Sub Contractors and related insurance certificates and actual policies.
3.
 - As part of the bid, the contractor will submit a NYS DOL Variance application if required
 - NYS Licensed Project Monitor on site rate per day
 - PCM Sample Analysis charges (air samples with 24 hour turn around and visual inspection)
 - Final Report Fee
 - Any other charges by the contractor.
4. The successful bidder shall be responsible for, and assume, all responsibility for all safety signage, barricades, locks etc. to secure their work site and structure(s) from entry by unauthorized persons or vehicles at the onset and duration of demolition activities.

V. General Conditions:

1. Insurance: The successful bidder shall secure and maintain at his / her own expense insurance coverage as specified in "Contractor Insurance Requirements", contained herein. The Bidder shall provide a certificate of insurance naming Herkimer County Land Bank Corporation and Housing Trust Fund Corporation as additional insured as well as stating that the Herkimer County Land Bank Corporation be given thirty (30) days' notice prior to non-renewal of, or cancellation of, policies.

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2. **Non-Collusive Bidding Statement:** The Contractor shall submit a signed and dated Non-Collusive Bidding Statement with its bid which is included in this bid document. Said certificate is mandated by Section 103-d of the General Municipal Law.
3. **Hold Harmless Form:** The contractor shall submit a signed and dated Hold Harmless Form with its bid which is included in this bid document. Successful bidder agrees to the fullest extent permitted by law, to indemnify, hold harmless and defend the Herkimer County Land Bank, its agents, employees or any person against loss or expense, including attorney's fees, by reason of liability imposed by law upon the Land Bank, except in cases of the Land Bank's negligence, for damage because of bodily injury, including death at any time resulting therefrom sustained by any person or persons, or on account of damage to property arising out of, or in consequence of, the performance of this contract.
4. **Assignment:** The successful bidder shall not assign, transfer sublet or otherwise dispose of the contract, or its right title or interest, or its power to execute the same to any person or corporation without the previous consent, in writing, of the Herkimer County Land Bank. An assignment of the contract shall not relieve the assignor of his obligations hereunder. In the event of assignments, all provisions herein shall be binding upon the inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the original contract.
5. **Late Bids:** Contractors shall bear sole responsibility for the delivery of their bid in a timely manner. Any bid received past the submission deadline date will not be accepted.
6. **Governing Law:** The terms of this contract shall be governed pursuant to the laws of New York State, Herkimer County, and the municipality where the work is performed.
7. **Reliance upon the U.S. Postal Service or other carriers** is at the contractor's risk. Bids **MUST** be received at the Land Bank office by the specified deadline. Late bids will not be considered.
8. The Herkimer County Land Bank reserves as its right, the right to require clarification from the contractor for the purpose of assuring a full understanding of the contractor's responsiveness to the solicitation requirements.
9. The Herkimer County Land Bank reserves as its right, the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).
10. **Contractor's Failure to Comply:** The contractor's failure to perform in compliance with the bid award shall result in withholding of payment. The payment shall be withheld until such times as the contractor fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of the Herkimer County Land Bank. Such action would not necessarily preclude further initiatives on the part of Herkimer County Land Bank to protect and preserve its interest.

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11. Preparation of Bid Documents: Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:

- a. All submissions shall be clearly written, legible, and completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.) Illegible entries may be rejected.
- b. All forms requiring the contractor's signature shall be signed by the contractor or the contractor's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
- c. The contractor shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.
- d. All bids shall be firm for a period of up to forty-five (90) days from the bid opening date; during which time the Land Bank shall render its decision.

12. Each vendor/contractor bears sole responsibility for acquisition of bid documents. Requests for bid documents to be forwarded are neither a guarantee nor an incurred obligation on the part of the Herkimer County Land Bank to ensure vendors/contractors requested receipt of bid documents, timely or otherwise.

13. Receipt of these documents, unsolicited or otherwise, shall not be construed a predetermination of a vendor's/contractor's qualifications to receive a contract award. Nor shall receipt of these documents be interpreted an endorsement that the vendor's/contractor's equipment, materials, products, and/or services are in compliance with the bid specifications.

14. Examination, Interpretation, Correction of Bid Documents: Each vendor shall examine all bid documents and judge all matters relating to the adequacy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Land Bank. The Land Bank shall not be responsible for oral interpretations given by any officer, representative or others. The issuance of written addendum/addenda is the only official method whereby clarification or additional information can be given.

15. All projects must be completed by Monday, October 20, 2025.

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VI. Acknowledgment of Project Specifications

THE UNDERSIGNED PROPOSES TO PROVIDE SAID SERVICES required by the Herkimer County Land Bank as set forth in the enclosed request for proposal. The successful bidder shall be obligated to furnish said services at the price set forth in this bid.

Sufficient information must be submitted with your bid to allow the Herkimer County Land Bank to determine if the product/service is acceptable and meets the needs of the Herkimer County Land Bank. Final determination shall be made by the Land Bank.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Telephone number: (____) _____ Fax number: (____) _____

Email: _____

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VII. Bid Form

Herkimer County Land Bank Bid Proposal for Air Monitoring Services of the following Demolition projects:

<u>Project Location</u>	<u>Bid Price</u>
106 Lock St., Frankfort NY 13340	\$ _____
104 Zoller Ave., Herkimer NY 13350	\$ _____
216 Bellinger Ave., Herkimer NY 13350	\$ _____
10 Maple Pl., Ilion NY 13357	\$ _____
3 Webster St., Little Falls NY 13365	\$ _____
41 Casler St., Little Falls NY 13365	\$ _____

* The Herkimer County Land Bank reserves the right to hire the contractor they deem best to complete the project.

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VII. Bidder Information

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: (____) _____

Email Address: _____

Tax I.D. No.: _____

The undersigned having a principal place of business as indicated above, agrees to furnish the Herkimer County Land Bank the services listed at the price (bid) herein stated, in accordance with the specifications and conditions annexed hereto.

Authorized signature: _____

Typed or Printed Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me this;

_____ day of _____ 20____.

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Appendix A: Non-Collusive Bidding Statement

By submission of this bid/proposal, each bidder and each person signing on behalf of any bidder/proposer, certifies, and in case of a joint bid/proposal, each party hereto certifies as to its own organization, under penalty of perjury, that to the best of his/her/their knowledge and belief:

1. The prices in this bid/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/proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this package have not been knowingly disclosed by the bidder/proposer prior to the opening, directly or indirectly, to another bidder/proposer or to any competitor; and
3. No attempt has been made or will be made by the bidder/proposer to induce any other person partnership, or cooperation to submit or not to submit a bid/proposal for purpose of restricting competition.

Name of Bidder: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____

Title: _____

Date: _____

FEIN: _____

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Appendix B: Hold Harmless Agreement

"Hold Harmless Agreement" is required from each contractor engaged on the behalf of the Herkimer County Land Bank. A separate agreement is required by subcontractors engaged in any portion of the contracted work.

A. Indemnification and Hold Harmless:

To the fullest extent permitted by law, _____ agrees at its own cost to defend, indemnify and hold harmless The Herkimer County Land Bank Corporation, its officers, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part and in any manner from the acts, omissions, breach or default of any contractor or subcontractor. This agreement is continuous until terminated by either party with written notice.

B. Insurance:

_____, hereby agrees that it will obtain and keep in force an insurance policy/policy to cover its liability hereunder and to defend and save harmless the Herkimer County Land Bank, its officers, agents, representatives, managers, employees and affiliates and carry:

i. General Liability Insurance in amounts not less than \$1,000,000 per occurrence/per location, \$2,000,000 in annual aggregate, and \$2,000,000 products/completed operations aggregate.

ii. Auto Insurance in amounts not less than \$1,000,000

iii. Workers' Compensation and Disability Insurance in amounts complying with industry standards for the work being conducted and to the full statutory limits.

The undersigned agrees to all of the conditions of this agreement and will furnish the Herkimer County Land Bank Corporation certificates of insurance evidencing that the aforesaid insurance coverage is in force.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn to before me this;

_____ day of _____, 20____.

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