

SEALED BID REQUEST FOR ASBESTOS SURVEY & MONITORING OF ABATEMENT WITH PROPOSED FORM OF CONTRACT

Project: §403 Essential Assistance- Asbestos Survey
For the: County of Cedar, IA.

Contractor: _____

Address: _____

City: _____

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the County of Cedar, Iowa (hereinafter referred to as "County" or "Applicant"), and _____, (hereinafter referred to as "Contractor" or "Proposer").

WHEREAS, the County requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

WHEREAS, the County requires an asbestos survey identifying asbestos containing material (ACM) and monitoring of asbestos removal; and

WHEREAS, the Contractor certifies to be an individual licensed by, or an entity permitted by Iowa Workforce Development to perform asbestos surveys, is an Iowa registered Contractor, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

WHEREAS, all bids will be publicly opened and read on November 21, 2017 at 9:30 a.m. O'clock at 400 Cedar St. Tipton, IA. 52772 Board of Supervisor Office.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Contractor agrees to furnish all tools, labor and materials for the proposed asbestos surveying and monitoring of abatement in accordance with all applicable plans, specifications, codes and ordinances of the County of Cedar, Iowa, Asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Part 61, NESHAP, and any other applicable Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. (Contractor must submit a copy of their current unexpired Iowa permit/license to perform asbestos surveys and their Iowa Contractor Registration). Work to be performed includes the following:
 - Performing a comprehensive invasive, destructive investigation of all areas to locate and identify asbestos containing materials (ACM), in each structure located at the address (est.) listed as Exhibit "A", unless directed otherwise for a specific address.
 - Taking an adequate number of samples to identify all ACM. Sampling is to be accomplished by any means necessary; invasive and destructive techniques will be required in order to thoroughly locate and identify all ACM. Visual sampling may be part of the process but alone is not sufficient.
 - Suspect materials will be sampled, submitted to and analyzed in a laboratory accredited by NIST/NVLAP (National Institute of Standards and Technology/ National Voluntary Laboratory Accreditation Program), AIHA (American Industrial Hygienic Association) or another accredited laboratory. Proposer

shall indicate the name of the Laboratory(ies) it intends to use and its accreditation with its proposal

- Provide detailed individual reports for each address, which are to include the following:
 - Property address
 - Photo of each structure tested
 - Date tested/sampled
 - Name of inspector who collected the bulk samples
 - Signature of inspector
 - Copy of inspector's current license
 - Name of Laboratory used for bulk sample analysis
- Bulk sample lab analysis sections of the reports must include:
 - Client sample identification number
 - Laboratory sample identification number
 - Analytical technique used
 - Laboratory quality control procedures
 - Physical description of sample, as received
 - Type(s) and estimated percentage of asbestos
 - Type(s) and estimated percentage of non-asbestos fibers
 - Type(s) (if known) and percentage of other components
 - Date of analysis
 - Name of bulk sample analyst
 - Analyst's signature or other authorized laboratory signatory
- Provide written specifications for required asbestos abatement procedures
- Verifying the removal of ACM as outlined in your Survey Report through inspection and providing clearance reports following completion

2. The firm conducting asbestos surveys and monitoring of abatement shall not be eligible to perform asbestos abatement on those same properties. Bidder must include a copy of their current license or permit from Iowa Workforce Development as well as their current Iowa Contractor registration certificate with this submittal.

3. Communications/Inquiries by Contractors Please be advised that *any* communication, including conversation in person, by phone, fax or email between Bidders and any Applicant employee, official, or representative other than as set out below under "Addenda" during the entire competitive bidding process is **strictly prohibited**. Such actions will result in removal of the Bidder from the Contractor's List and rejection of the Contractor's bid. The ONLY position of the Applicant is that position which is stated in writing.

4. Addenda Any prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, if any, bid specifications, etc. must make such request in writing soon enough to allow a reply to reach all prospective Bidders prior to the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. All requests must be in writing and be presented to the Applicant's Project Manager, Cedar County EMA (Tim Malott) and submitted no later than November 10th at 11:30 A.M. Faxes or emails may be sent to: ema@cedarcounty.org 563-886-3339 at 400 Cedar St. Tipton, IA. 52772. Any and all requests will be responded to in the form of written Addenda issued to all Bidders. All Addenda that you receive shall become a part of the RFB/Contract documents; copies will be mailed to all Contractors submitting bids no later than 3 business days after receiving. Such Addenda will be acknowledged and dated by you on the Signature Page of your Bid Submittal.

[All Addenda will also be posted to the Applicant’s website at www.cedarcountry.org]

5. **Certification of Independent Price Determination** The Bidder certifies that the prices in this submittal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices; the intention to submit a Bid; or the methods or factors used to calculate the prices offered.

The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening, unless otherwise required by law; and no attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

Each signature on the Bid is considered to be a certification by the signatory that the signatory is the person in the Bidder’s organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to any paragraphs of this provision; or as been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to any paragraphs of this provision _____

_____ [*insert full name of person(s) in the Bidder’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Bidder’s organization*], and

as an authorized agent, does certify that the principals named herein have not participated, and will not participate, in any action contrary to any paragraphs of this provision; and as an agent, has not personally participated, and will not participate, in any action contrary to any paragraphs of this provision.

6. **Contract Price** Payment for work completed shall be based on the following Contract price: \$ _ _____ (This section must be completed), a Summary of the Bid Tabulations Sheet(s) marked Exhibit “A”. If the foregoing total price differs from the actual amounts from Bid Tabulation Sheets, the correct summation of the Bid Tabulation Sheet figures shall override. All bids are on a “not to exceed” basis; changes in the scope of work will take the form of written amendments. (See below)

Payment for work completed shall be based on:

- Labor and materials required for adequate surveying and sampling of any structures purchased by the County as part of the HMGP Buyout Program. It is expected the Contractor will take 20-40 samples per structure to perform an adequate survey.
- The accompanying Bid Tabulation Sheet for each structure address assumes that 30 samples will be taken and all submittals are based on that number.
- Payment will be based on the actual number of samples taken and submitted in the survey report; an amendment will be required to increase or decrease the contract amount if the actual number of samples are greater or lesser than 30.
- Lab analysis of the samples submitted as outlined in #1.
- Monitoring, verification and reporting of abatement as set out in the resulting reports.
- Issuance of a final clearance letter to indicate successful abatement of asbestos, *which may require multiple inspections.*

7. Non –adherence to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.

**The name of the laboratory(ies) to be used for this project is _____
_____ and it's (their) accreditation is by _____
(failure to indicate this information will cause this submittal to be considered non-responsive.)**

8. Bid submittals will be first reviewed individually for qualification purposes. The factors outlined below will be the preliminary requirements for award consideration. Once contractor qualification and suitability has been determined, all Contractor submittals will be compared and price will be the sole determining factor in the award of this work. A Contractor's submission of a bid constitutes their acceptance of the foregoing award methodology and their recognition and acceptance that the Applicant will use this process.
9. Award of the bid shall be made to the lowest Bidder meeting the specifications set forth herein. The following is a list of requirements that will be used in our determination of a Bidder's qualification and suitability:
- Satisfactory experience in the timely completion of asbestos surveys;
 - Company's reputation and financial status;
 - Past experience and service provided by the bidder to the Applicant;
 - Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services in a timely manner and provide the products/ services as specified;
 - Company's ability to meet the Applicant's insurance and bonding requirements;
 - Strength of bidder's hiring and training programs
 - Company's ability to immediately fully staff the project with certified, licensed staff; and,
 - Strength of the company's safety program and history.

The Applicant reserves the right to reject any and all bids, to waive, what is in its sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of the Applicant, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The Applicant will enter into such contract as it shall deem to be in its best interest. The Applicant reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

10. The Applicant shall determine which bidder has submitted the lowest bid and make its recommendation to the Cedar County Board of Supervisor. The bid award will be made no later than November 21, 2017.

The Cedar County Board of Supervisor shall consider a resolution awarding the contract and authorizing the Chair to sign this contract on behalf of the Applicant. No contract shall be deemed to be created and exist, unless and until:

- The Applicant adopts a resolution awarding this contract and authorizing the Chair to execute this contract.
- The Chair signs this contract.

- The Applicant issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.
11. If the Applicant determines that all the bids received should be rejected, the bidders shall be notified by the Applicant accordingly. At that point, the Applicant may, or may not, re-bid the project
 12. The Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for asbestos surveying, monitoring of abatement, clearance letters, all permits, licenses, inspections, sampling, lab analysis, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work in accordance with these plans and specifications.
 13. Contractors shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of the Contractor to make a personal examination of the job site and the physical conditions which may affect his bidding and performance under the contract.
 14. The work shall commence within five (5) days after being notified and Asbestos Surveys shall be completed and within 30 days of notification.
 15. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement. Payment will be made to the Contractor within forty-five (45) days after the submittal of an invoice.
 16. The Contractor shall not begin work on any surveying or monitoring until after the contract has been approved by the Cedar County Board of Supervisor and a completely executed copy has been returned to the Contractor with Notice to Proceed.
 17. During the performance of this Contract, the Contractor for itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained on Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.
 18. This Project is totally or partially funded by FEMA. FEMA and Iowa Homeland Security & Emergency Management site monitor(s) may be present to observe and monitor survey procedures at the worksite.
 19. The successful bidder will protect and hold harmless the City, the US Government, FEMA, State of Iowa, their agencies and agents from claims and damages of any kind arising out of the performance of this contract.
 20. In addition to the bid bond, performance and payment bonds mentioned in 17. (L) following, the Contractor awarded this work shall provide the following with the Applicant listed as certificate holder:
 - *Commercial General Liability Insurance* in the minimum amount of \$1,000,000.00
 - *Automobile Liability Insurance* in the minimum amount of \$1,000,000.00
 - *Worker's Compensation and Employer Liability Insurance* in the minimum amount of \$1,000,00.00
 - *Pollution Liability Insurance* in the minimum amount of \$1,000,000.00

21. The Applicant reserves the right to reject any and all bids The Applicant will enter into such contract as it shall deem to be in its best interest. The Applicant reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids.

22. GOVERNMENT MANDATED PROVISIONS. BECAUSE THIS PROJECT ACTIVITY IS FUNDED IN WHOLE OR IN PART BY THE FEDERAL GOVERNMENT. OR AGENCY THEREFOR, FEDERAL LAW APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act is not applicable to Disaster grant funding

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

Upon award of the Contract, the Contractor must provide within seven (7) days:

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Contractor is an: Individual Partnership Corporation Firm

Company Name: _____

By: _____
(Signature)

(Typed name)

Title: _____

Approved and Accepted by Applicant:

By: _____
(Signature)

(Typed name)

Title: _____

Date: _____

EXHIBIT "A"

List of Property

105 W. Rochester Ave. Atalissa, IA. 52720

108 W. Rochester Ave. Atalissa, IA. 52720

170 W. Rochester Ave. Atalissa, IA. 52720

251 W. Rochester Ave. Atalissa, IA. 52720

EXHIBIT "B"

BID TABULATIONS

(complete one sheet per address)

Having examined the specifications contained herein, the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including the availability of labor, materials and equipment, licenses and permits, the undersigned hereby proposes to perform in accordance with this Request For Bid at the prices stated. Applicant does not warrant or anticipate a fixed number of samples to be taken at each site; the 30 samples indicated below will be used only as a measure for the Applicant to compare bid submittals. *Payment will be based on the actual number of samples taken per the RFB.* Contractor agrees to commence work under this contract on a date specified in a written "Notice to Proceed" and to complete the work in the time allotted.

Item number	Description	Unit Price	TOTAL
1	Site samples including lab analysis 30 samples X	\$	\$
2	Report preparation and specs for abatement		\$
3	Post abatement inspection and clearance letter		\$
		Cost this address, not to exceed:	\$

Address:

Contractor: _____

By: _____