

## SEALED BID REQUEST FOR ASBESTOS REMOVAL & PROPOSED FORM OF CONTRACT

PROJECT: §404 HMGP Acquisition Program- or §403 Immediate Threat Program Asbestos Abatement For the County of Cedar \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Between County of Cedar, Iowa (hereinafter referred to as "County" or "Applicant") and \_\_\_\_\_ (hereinafter referred to as "Contractor").

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 will provided (an) asbestos survey(s) identifying asbestos containing materials (ACM) a copy of which will be attached as Exhibit "A" (released as an Addenda) and is made a part hereof; (a projected list from prior years asbestos surveys from the area of Buyout homes in the same area; at the PRE-BID meeting on December 11, 2017 at 10:00 o'clock a.m. at 1410 Cedar St Tipton IA. 52772.)

WHEREAS, the Contractor certifies to be qualified and willing to perform the work required in accordance with the 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; December 19, 2017 at 9:00 o'clock a.m. 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, equipment, labor and materials for the proposed asbestos removal 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), the Federal Register, 40 CFR Part 61, NESHAP and any other Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. *Contractor certifies that it is an Iowa -registered contractor, an Iowa Permitted Asbestos Abatement Contractor and all personnel who perform work on this project will have appropriate Iowa asbestos licenses. **The Contractor must include with this bid submittal a copy of their current permit issued by Iowa Workforce Development and current Iowa Contractor Registration Certificate.***

Work to be performed at the indicated sites includes the following:

- Remove ACM as identified in the accompanying Asbestos Survey in accordance with all applicable State, federal and Local regulations
- Document amounts of ACM removed from each structure

- Document ACM disposal at the designated landfill site, which is Scott County, IA, through the use of Load Tickets and Landfill Tickets, which will be issued by the Applicant's site monitor.
  - Provide information as requested by the Project Monitor: Cedar County EMA office Personnel, who provided the above referenced Asbestos Survey
2. Each proposal shall be made out on this blank form furnished by the County (Exhibit B) and must be accompanied by a bid bond as set out in Section 18. (L)(1). **The Contractor that performed the Asbestos Survey work, or any affiliated company, may not bid on this project.**

**PRE-BID MEETING**

The Applicant has elected to require all bidder's to attend a pre-bid meeting to address project specifics, view the demolition site(s) and address any questions/issues that may arise. On December 11, 2017 at Cedar Co. EMA office at 10:00 a.m. at 1410 Cedar St. Tipton, IA. 52772

3. **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.**
4. **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.
5. **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 and submitted no later than \_\_\_\_\_ at 4:00 P.M. Emails may be sent to: Cedar County EMA office 400 Cedar St Tipton, IA. 52772 Attn: Buyout's or email to [ema@cedarcounty.org](mailto:ema@cedarcounty.org). 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 emailed to all Contractors submitting bids no later than \_\_\_\_\_. Such Addenda will be acknowledged and dated by you on the Signature Page of your Bid Submittal.  
[Cedar County Iowa Home page: All Addenda will also be posted to the Applicant's website at [www.cedarcounty.org](http://www.cedarcounty.org)]
6. **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 has 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.

7. **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)
  
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 responsive and responsible Bidder meeting the required qualifications set forth herein. The following is a list of those qualifications that will be used in our determination of a Bidder's eligibility:
  - Satisfactory experience in the timely completion of asbestos removal;
  - 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:

- The Applicant shall determine which qualified bidder has submitted the lowest responsive and responsible bid and make its recommendation to the Cedar County Board of Supervisor. The bid award will be made no later than 10 business days of the opening of the Bids.
  - 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.
10. 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.
11. The successful bidder will protect and hold harmless the Cedar County Emergency Management office, County of Cedar, 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.
12. Payment for work completed shall be based on the following price: \$ \_\_\_\_\_  
\_\_\_\_\_ (This MUST be completed; Total amount indicated here should equal the total of the Bid Tabulations Sheet(s) marked Exhibit "B").  
If the foregoing total price differs from the actual amounts from Bid Tabulation Sheets, the Bid Tabulation Sheets 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.
13. The Contractor will be paid contract price for all items satisfactorily completed. Such Payments shall be full compensation for asbestos removal and disposal; for all permits; licenses; inspections, fees; (including tipping and disposal fees); 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 the plans and these specifications.
14. 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(s) and the physical conditions which may affect his bidding and performance under the contract.
15. The work shall commence within five (5) days after being notified and shall be completed within thirty (30) days of issuance of Notice to Proceed. Time extensions will be

granted for those portions of the project affected by inclement weather conditions.

16. Payment will be made to the Contractor within forty-five (45) days after the completion and acceptance thereof by the Cedar County Board of Supervisors. Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement.
17. The Contractor shall not begin work on the Asbestos Removal project until after the contract has been approved by the Cedar County Board of Supervisors and a completely executed copy has been returned to the contractor with Notice to Proceed.
18. During the performance of this Contract, the contractor itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 Code of Iowa, which are herein incorporated by reference and made a part of this Contract.
19. This Project is totally or partially funded by FEMA. FEMA and Iowa Homeland Security & Emergency Management (State) site monitor(s) may be present to observe and monitor abatement procedures at the worksite.
20. The Contractor will be recalled to complete any work examined and deemed not satisfactorily completed by the asbestos surveyor. The Contractor's failure to perform timely work as outlined in the survey reports or an inordinate number of recalls to properly complete work shall constitute a material breach of the Contract. This will be a basis for termination and/or the filing of a claim against the Contractor's Surety.
21. In addition to the bid bond, performance and payment bonds mentioned in 18. (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
22. Government-Mandated Provisions. Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 2 CFR part 200 appendix II and 200.325.
  - A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of 10 days after notice of default has been given by Applicant to Contractor, then Applicant may take any one or more of the following steps, at its option:

- a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Applicant hereunder, or obtain damages caused to the Applicant by any such default;
- b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
- c. make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
- d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or
- e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair damage or waive the right of Applicant to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that Applicant prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

B. Termination for Cause. Applicant may terminate this contract as set out in the foregoing Section A (d).

C. Termination for Convenience. Applicant may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.

D. 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."

E. 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 subrecipient 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\*\***

F. 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.

G. 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.

H. 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).

I. 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.

J. 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.

K. See §200.322 Procurement of recovered materials.

M. Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows [CFR 200.325]:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

Applicant hereby acknowledges receipt of the following:

- (1) 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.
- (2) 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: \_\_\_\_\_



Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Approved and Accepted by Applicant:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**Insert here or add a copy of asbestos survey results**

**EXHIBIT "B"**  
**BID TABULATIONS**

(Complete one sheet per address)

Having examined the specifications and related documents and 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 and the prices stated. Contractor agrees to commence work under this contract on a date specified in a written "Notice to Proceed", and complete the work in the time allotted.

<b>Item #</b>	<b>Description</b>			<b>TOTAL COST</b>
1	Removal of ACM per Section 9 of the RFP			.00
2	Document quantities of ACM removed			.00
3	Document disposal of ACM at disposal site via Load tickets and Landfill tickets			.00
Total cost this address, not to exceed:				.00

Address:

Any changes must take the form of written amendments.

Contractor:

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By:

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