

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6624

ASBESTOS REMOVAL

AT VARIOUS WASHTENAW

COUNTY BUILDINGS

Prepared by:

Washtenaw County
Purchasing Division
Administration Building
220 N. Main B-35
Ann Arbor, MI 48107

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**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6624

June 29, 2011

Washtenaw County Purchasing Division on behalf of the Washtenaw County Facilities Management Department is issuing a Request for Proposal (RFP) # 6624 for Asbestos Removal Services at various Washtenaw County Buildings.

Sealed Proposals: Contractor will deliver one (1) original and **two (2)** copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645
Ann Arbor, MI 48107**

by 3:00 p.m. on Friday July 15, 2011

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope should be clearly marked "**SEALED RFP # 6624**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault C.P.M. at **734-222-6760** or devaultb@ewashtenaw.org
- Please direct technical questions regarding this RFP to Jason Fee at **734-222-3792** or feej@ewashtenaw.org

Thank you for your interest.

I. PROPOSAL SPECIFICATIONS

- Definitions:**
- "County"** is Washtenaw County in Michigan.
 - "Bidder"** an individual or business submitting a bid to Washtenaw County.
 - "Contractor"** One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

Washtenaw County Facilities Management is requesting bids from asbestos abatement contractors to provide labor, material, etc., for asbestos abatement activities needed during renovation activities at various Washtenaw County facilities. Bid price will be on an hourly basis. The hourly price will be for asbestos supervisors/competent persons **and** abatement workers. The hourly price, and all work, will be based on the requirements detailed below.

Proposal Terms:

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor's qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- C. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP's maybe adjusted to allow for revisions. To be considered, **an original proposal and two copies** must be at the County Purchasing Division on or before the date and time specified.
- E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- F. A standard Washtenaw County Service Contract will be executed between Washtenaw County and the awarded vendor.
- G. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County vendors and the bids are substantially equal in price, quality and service, the County shall award the

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contract to the most responsive, responsible Washtenaw County vendor. For purposes of this section, Washtenaw County vendor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County vendor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County vendor and if two or more bids are substantially equal.

II. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

- A. Bidder's Qualifications, years of experience, and describe experience in providing the level and type of service specified in the proposal.
- B. At least five (5) references covering similar services. Include company name, contact name, phone number.
- C. Bidders earliest date of availability to assume the duties.
- D. Bidder's compensation requirements.

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to (**DEPARTMENT HEAD TITLE**) and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on (**MONTH, DAY, YEAR**) and ends on (**MONTH, DAY, YEAR**).

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate

insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR#_____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion

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or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - PREVAILING WAGE RATES

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor’s employees who perform work on this project.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

IV. CONTRACTOR REQUIREMENTS

1. The contractor must provide an hourly price to perform asbestos activities required by renovations to various Washtenaw County Facilities. The price provided shall include **all** costs, including but not limited to, employee wages, overtime, insurance, notification fees, supplies, equipment, disposal, overhead and profit.
2. Work may include the following activities:
 - Removal of straight pipe insulation and pipe fitting insulation utilizing negative pressure glovebags.
 - Removal of straight pipe insulation and pipe fitting insulation inside a full negative pressure enclosure.
 - Removal of surfacing materials, such as sprayed-on fireproofing.
 - Removal of various friable miscellaneous materials, such as lay-in ceiling panels or acoustical tile.
 - Removal of non-friable floor tile and floor tile mastic in a non-friable manner.
3. The Owner will provide all necessary air sampling and analysis. The Owner will have an independent third party collect all air samples and analyze them on site. Samples include, but are not limited to, all OSHA personal exposure samples and all State of Michigan clearance samples. The Contractor will receive copies of all air sample results.
4. The Owner will provide an Environmental Consulting firm to provide on-site project management, as well as air sampling and analysis. The Environmental Consulting firm will be responsible for project design. The Environmental Consulting firm will have the authority to halt all project activities and/or remove individuals from the project site for activities deemed “non-complying.”

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5. In most cases, the General Contractor responsible for the renovation project will contact the Environmental Consulting firm. The Environmental Consulting firm will schedule the project for commencement within 24 hours, including weekends. If a notification is required, the Contractor must notify the Michigan Department of Public Health, and Michigan Department of Natural Resources, if applicable, immediately, and begin work on the first day allowed by the notification. The Contractor should expect that all work will be done at night (between 4:00 PM and 2:00 AM.)
6. The Environmental Consulting firm will be allowed to limit the number of Contractor employees on-site per project.
7. The contractors will not be reimbursed for the following activities:
 - Loading supplies and equipment (at the “shop”) onto a truck or van for the project.
 - Driving supplies and equipment to the project site.
 - Unloading supplies and equipment at the completion of the project (at the “shop”)
 - Delivering waste to a landfill.
 - More than one-half hour of travel time per employee per project day.
8. All waste shipment records must be mailed to the Environmental Consulting firm within thirty days of the project’s completion. If the waste is stored at the Contractor’s location (such as in a dumpster or semi-trailer) until the container is filled, the Contractor must notify the Environmental Consulting firm in writing within thirty days of the temporary storage location and the approximate storage date.
9. The Owner reserves the right to solicit bids, either by public bid or by private bid (invitations to three or more bidders), for any project.

V. INFORMATION FOR BIDDERS

Bidder's Representation:

- A. Each bidder by making his bid represents that he has read and understands the bidding documents.
- B. Each bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

Interpretation of Documents:

- A. If the prospective bidder is in doubt as to true meaning of any part of the Contract Documents, he must submit a written request to the Architect for an interpretation thereof.
- B. Requests for such interpretations must be delivered to Architect at least 96 hours (4 days) prior to time for receipt of bids.

- C. Bids are to be based only on interpretations as issued in the form of addenda mailed only to each person who is on Architect's record as receiving set of Contract Documents.

Proposals:

- A. Proposals for work as indicated on drawings and as defined in the specifications will be received in lump sum.
- B. Sealed Proposals are to be delivered at the time, date and location stated in the Invitation for Bids.
- C. No bidder shall stipulate in his proposal any conditions not included in Proposal form contained in Contract Documents.
- D. Bidder shall bid any and all alternates to portion of work covered by his base bid. Bidder agrees that his failure to fill in such spaces on his Proposal Form shall be interpreted that work covered by alternate may be incorporated in contract at no change in contract price at option of Owner. In case award of contract might depend upon Owner's selection of alternates, Bidder understands that County will recommend rejection of proposal of any bidder that fills in such spaces with such terms as "NB", "NO BID", or similar statements for any applicable alternate. Each proposal must be submitted on the prescribed form. All blank spaces for bid prices must be filled in ink or typewritten, in words, figures or both as indicated.
- E. Bidder's proposal price shall include all City, State and Federal sales, excise and similar taxes which may be lawfully assessed in connection with his performance of work and purchase of materials to be incorporated in work.
- F. Proposals must be submitted in duplicate on photocopies of Proposal Form included in the specification.
- G. Present proposals in sealed envelopes which must be plainly marked "Construction Proposal - Do Not Open" followed by name of project. Bidder shall be responsible for actual delivery of bid prior to scheduled closing time for receipt of Proposal, and it shall not be sufficient to show that bid was mailed in time to be received before scheduled closing time for receipt of proposal.
- H. Telegrams, letters and other written requests for modification or correction of previously submitted proposal, which are addressed in same manner as proposal and are received by Owner prior to scheduled closing time for receipt of bids, will be accepted and proposal will be corrected in accordance with such written request with following provisions:
 - 1. Provided that any such written request is contained in sealed envelope which is plainly marked "Modification of Proposal", followed by project name.
 - 2. Provided that, in case of telegraphic modification, Owner is satisfied that written confirmation of such telegraphic modification over signature of bidder was mailed prior to closing time. If such written confirmation is not received within two days from date of closing, no consideration will be given to telegraphic modification.
- I. Bidder may withdraw proposal at any time prior to scheduled closing time for receipt of proposals, but no bidder may withdraw proposal, after said closing time for a period of forty-five (45) days.

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- J. Owner reserves right to wave informalities in proposals and to reject any or all bids.
- K. Owner reserves right to require financial statement from bidder. Statement will be treated as confidential by Owner.

Form and Execution of Contract:

- A. Owner will prepare and forward to successful bidder required copies of contract. Bidder shall return properly executed prescribed copies of contract to Owner within eight days after their receipt.
- B. No proposal shall be considered as being binding upon Owner until written contract has been properly executed and satisfactory bond has been furnished. Failure to execute and return contract and within prescribed period of time shall be cause of annulment of award at option of Owner.

Time of Completion:

- A. Bidders must agree to commence work on date to be specified by Owner in written "Notice to Proceed" and to fully complete project within the time stated in contract.

PROPOSAL FORM

BID # 6624

PROJECT:

**ASBESTOS REMOVAL AT VARIOUS
COUNTY BUILDINGS ON AN AS-NEEDED BASIS**

NAME AND ADDRESS OF BIDDER:

DATE:

The undersigned, in compliance with your Invitation to bid for the Construction work on the subject project has received and examined the Contract Documents and all conditions regarding this project, and having visited the site of the proposed project, hereby propose:

1. To hold my bid open for a maximum of forty five (45) days.
2. To accomplish the work in accordance with all the Contract Documents.
3. To commence work under the contract at a date to be specified by the Owner in written "Notice to Proceed".

Bidder understands that the Owner will not be liable for any amount in excess of the initial agreed to unit prices, except as expressly stated in written change orders duly executed and delivered by the Owner.

I acknowledge receipt of the following addenda.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

BIDDERS CERTIFICATION

The bidder hereby certifies:

that this proposal is genuine and is not made in the interest of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation;

that he has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;

that he has not solicited or induced any person, firm or corporation to refrain from bidding; and

that he has not sought by collusion or otherwise to obtain for himself an advantage over any other bidder or over the Owner.

Bidder will not discriminate against any employee or applicant for employment because of race, creed, color or national origin in connection with the performance of the work.

(Name of Corporation, Partnership, or Person submitting Bid)

A Corporation organized and existing under the laws of the state of _____

A Partnership consisting of _____

An Individual trading as _____

of the City of _____ State of _____

that I have examined and carefully prepared this bid from the Contract Documents and have checked the same before submitting this bid; that the prices are neither directly nor indirectly the result of an agreement with any other prime bidder; that I have full authority to make such statements and submit this bid on (its) (their) behalf, and that the said statements are true and correct.

Signature

Title

Address

(Area Code) Phone Number

PROPOSAL FORM

BID # 6624

HOURLY CHARGE FOR ASBESTOS ABATEMENT ACTIVITIES

The Contractor hereby agrees and certifies to comply with all requirements within this bid request and further agrees to accept in payment an hourly rate of:

_____ dollars per hour

(\$ _____ per hour)

for all work as required as "On-Call Asbestos Abatement Activities" and defined by Washtenaw County Facilities Management or their Environmental Consultant.

The Bidder proposes the hourly rate to include all charges for labor, material, equipment, general conditions, supervision, taxes, insurance, overhead and profit, and incidental expenses.

The undersigned hereby authorizes and request any person, firm, or corporation to furnish any information requested by the Owner or the Owner's representative in verification of the recitals comprising the Bidder's Qualification Questionnaire.

print company name: _____

print name: _____

title: _____

signature: _____

Note: Through this bid, Washtenaw County is attempting to set up a contract for two years, with a Contractor for asbestos removal on an "as needed" basis. The County has the option of extending this contract for an additional year providing all parties are in agreement.

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BIDDER'S QUALIFICATION QUESTIONNAIRE

Questions must be answered and the dates given must be clear and compressive. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information they desire.

1. Name of bidder: _____

2. Permanent main office address: _____

3. When organized: _____

4. If a corporation, where incorporated: _____

5. How many years have you been operating under your present firm name: _____

6. Contracts on hand (schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion).

7. Have you ever defaulted on a contract? _____
If so, where and why? _____

8. List the more important contracts recently completed by your firm, stating approximate gross cost for each, and the month and year completed.

9. List your major equipment on hand:

10. Provide a copy of your license/certification.

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11. Experience in similar work is important. List at least four (4) references including names, addresses, phone numbers and contact persons, of clients for whom projects were performed.

12. Please state the types of asbestos training your personnel have completed:

13. Give bank reference:

print company name: _____

print name: _____

title: _____

signature: _____