

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6311

ASBESTOS TESTING AND

MONITORING

AT VARIOUS WASHTENAW

COUNTY BUILDINGS

Prepared by:

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

Robert G. Devault, C.P.M.
Purchasing Manager
(734-222-6760)





**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 #6311

October 23, 2006

Washtenaw County Purchasing Division on behalf of the Washtenaw County Facilities Management Department is issuing a Request for Proposal (RFP) #6311 for Asbestos Testing and Monitoring 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 2:00 p.m. on Wednesday November 8, 2006

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

- Please use the attached self-addressed label or the envelope should be clearly marked "**SEALED RFP # 6311**".
- 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 testing and monitoring contractors to provide labor, material, etc., for asbestos testing and monitoring 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 analysis, sample collection, on-site analysis, assessment & consultation management personal. 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 Contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a contract 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 contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.
- B. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award. See Section III "Standard Provision For Contracts" pgs. 2-5, for Washtenaw County contract requirements.
- C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned. To be considered, **original** proposal and **two (2) copies** must be at the County Purchasing Office on or before the date and time specified.
- D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor'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.
- E. The compensation requirements stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of contract.

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 responsible to Washtenaw County Facilities Department Director or designee 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 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.

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. Comprehensive/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.
4. Professional liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not contain endorsements or policy conditions which reduce coverage provided 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

County Administrator, 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 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 - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.87 per hour with benefits or \$11.58 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2007 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - 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 XIV - 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 XV - EQUAL ACCESS

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

ARTICLE XVI - 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 XVII - PRACTICE AND ETHICS

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

ARTICLE XVIII - CHANGES IN SCOPE OR SCHEDULE OR 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 XIX - 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 XX - EXTENT OF CONTRACT

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

IV. CONTRACTOR REQUIREMENTS

Consultant is requested to submit a quotation to provide professional consulting services as they relate to asbestos.

Washtenaw County facilities currently consist of approximately 30 buildings, ranging in age from those recently built to those, which are over 50 years old. Building types range from offices to residential houses.

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

SCOPE OF WORK

We require a consultant to provide a full range of asbestos monitoring services. These services will included but not be limited to:

Asbestos Containing Materials Assessment

- Surveys of existing buildings and sample collection.
- Sample analysis (identification and quantification of asbestos contamination in bulk or air samples, on site or in the laboratory)
- Utilization and compliance with **OSHA, MIOSHA, NIOSHA, MDPH, and EPA** approved methods.
- Complete written reports on all activities performed.
- Consultation on remedial action and contractor selection.

Abatement Project Management

- Technical consultation and guidance for compliance with all acceptable regulations including EPA & OSHA regulations.
- Procedural guidance for removal contractors.
- Development of technical specifications in accordance with acceptable regulations and industry standards. Specification will then be put out for bid by the county.
- Assist in reviewing bids and selecting an asbestos abatement contractor.
- Complete project management of all abatement projects.
- Ambient air monitoring before, during and after abatement projects.

Inspection of Facilities

The Director of Facilities Management and the Manager of the Purchasing Division reserves the right before making an award to have the premises of the bidder inspected, or to take any action necessary to determine fitness, reliability and ability to perform. The inspection could check the physical location, facilities, and/or equipment for ability to perform and comply with the conditions of the bid.

Form Completion

Please complete the attached two forms “Unit Prices” and “Statement of Bidder’s Qualification,” and return them with any additional information you care to provide. Please submit three (3) copies of these forms with your bid.

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 "Rfp #6050 - Do Not Open". 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.

RFP #6311 Asbestos Testing and Monitoring Services

- 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.
- 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.

RFP #6311 Asbestos Testing and Monitoring Services

PROPOSAL FORM

BID #6311

PROJECT:

**ASBESTOS TESTING AND MONITORING AT VARIOUS
COUNTY BUILDINGS ON AN AS-NEEDED BASIS**

NAME AND ADDRESS OF BIDDER:

LABORATORY ANALYSIS:

Bilk Analysis (Identification & Quantification) \$ _____/Sample

Ambient Air \$ _____/Sample

COLLECTION:

Sample Collection \$ _____/HR.

Sample Pick-up \$ _____/HR.

ON-SITE ANALYSIS:

Ambient Air Monitoring w/Fiber Counting \$ _____/HR.

ASSESSMENT & CONSULTATION/MANAGEMENT:

Site Assessment \$ _____/HR.

Consultation \$ _____/HR.

Technical Report \$ _____/HR.

Project Management \$ _____/HR.

Project Management w/On-Site Analysis \$ _____/HR.

Specification Development \$ _____/HR.

Minimum Fee (if Any) \$ _____

Travel Charge (portal to portal) \$ _____/HR.

Additional Charges/Service: _____ \$ _____
_____ \$ _____
_____ \$ _____

Signature _____ Date _____

BID #6311

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.

RFP #6311 Asbestos Testing and Monitoring Services

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: _____