

**REQUEST FOR PROPOSALS (RFP)**  
**City of Union Gap**

**ASBESTOS ABATEMENT SERVICES**

Administered by  
**The City of Union Gap, Department of Public Works and Community Development**

**MANDATORY PRE-PROPOSAL MEETING:**  
Wednesday August 13, 2014 at 1:30 p.m.

**PROPOSALS MUST BE RECEIVED BY:**  
Monday, August 18, 2014 by 5:00 p.m.

**DELIVER PROPOSALS TO:**  
City of Union Gap  
Office of Department of Public Works and Community Development  
Attn: David Spurlock  
3106 1<sup>st</sup> Street  
Union Gap, WA. 98903

**REQUEST FOR PROPOSALS**

**1.0 GENERAL INFORMATION:**

1.1 Purpose: the City of Union Gap is seeking proposals for asbestos abatement services. This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the City intends to govern the relationship between it and the selected vendor.

1.2 Definition of Parties: The City will hereinafter be referred to as the "City." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."

1.3 Scope: The work specified herein shall be removal, of all asbestos-containing materials of more than 1% asbestos, as identified in the February 2014 asbestos inspection report (Good Faith Survey). As part of the City's demolition activities for the current City Hall Facility, the City in February 2014, using a Washington State Certified AHERA Building Inspector, completed an asbestos inspection ( Good Faith Survey) of the City Hall building located at 102 W. Ahtanum Road in Yakima County. The February 2014, Good Faith Survey may be viewed on the City's website or copies are available for pick-up at 3106 1<sup>st</sup> Street, Union Gap.

The work shall be conducted by competent and willing persons, certified and qualified in the techniques of asbestos abatement, handling, and disposal of asbestos containing and asbestos-contaminated materials and subsequent cleaning of contaminated areas.

All work under this contract shall be done in strict accordance with all applicable federal, state, and local regulations, standards, and codes governing asbestos abatement and any other trade work done in conjunction with the abatement. The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists the most stringent requirements shall be utilized. The Contractor must be able to complete the asbestos abatement in a time period to be determined by the City.

1.4 Evaluation Criteria: Proposals will be evaluated on criteria deemed to be in the City's best interests, including, but not limited to:

1.4.1 Responsiveness to terms and conditions and ability to meet the specifications of this RFP.

1.4.2 Financial stability of the bidder.

1.4.3 Cost of materials, waste disposal and labor.

1.4.4 References.

1.4.5. Prior experience.

1.4.6 Bidder and employee certifications and licenses.

1.5 Communication with the City: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood.

Inquiries must be made to:

David Spurlock

City of Union Gap

Department of Public Works and Community Development

Attn: David Spurlock

3106 1<sup>st</sup> Street

Union Gap, WA. 98903

(509) 575-3638

dspurlock@cityofuniongap.com

1.6 Award of Proposal: selection of bid deemed by the City to be the best suited among those submitting proposals on the basis of the selection criteria and in its opinion, has made the proposal(s) that is/are the most responsive and most responsible and may award the contract to that bidder.

1.7 The City reserves the right to waive minor irregularities. The City reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the City.

1.8 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.9 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.10 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.

1.11 Proposal Submission: A **SIGNED** original proposal must be submitted to the Office of Public Works and Community Development Attn: David Spurlock, 3106 1<sup>st</sup> Street, Union Gap, WA. 98903, in a sealed envelope by **Monday, August 18, 2014 by 5:00 p.m.**, to be date stamped in order to be considered. Normal business hours are 7:00 a.m. to 6:00 p.m., Monday through Thursday. Proposals received after the due date will be returned unopened. There will be no public opening of Proposals.

Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the City determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder

Address of Bidder

Due Date

RFP ASBESTOS ABATEMENT SERVICES

1.14 Pre-Proposal Conference: A conference will be held on Wednesday, August 13, 2014 at 1:30 p.m. local time at the City Council Chambers The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Attendance by all prospective bidders is **mandatory**. Firms planning to attend this pre-proposal conference should contact David Spurlock at (509) 575-3638 no later than 5:00 p.m. local time on Thursday, August 7, 2014, with the names and titles of the individuals who will attend.

## 2.0 GENERAL TERMS AND CONDITIONS:

2.1 Contract Documents: If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the City and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the City. Any agreed upon modification or amendment must be in writing and signed by both parties.

2.3 Contract Data: The Contractor is required to provide the City with detailed data concerning the Contract at the completion or at the request of the City at other times. The City reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, employee payroll, landfill slips, daily copies of work site entry log books with information on worker and visitor access, logs documenting filter changes on respirators, HEPA vacuums, HEPA ventilation units, and other engineering controls.

2.4 Non-Waiver of Defaults: Any failure of the City to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.

2.5 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the City's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the City shall promptly notify the Contractor of such default and if adequate correction is not made within two (2) days, the City may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice.

### 2.6 Contract Administrator, Clarification of Responsibilities:

2.6.1 Contract Administrator: shall be the City's authorized representative in all matters pertaining to the administration of this contract. The Contract Administrator shall have the authority to stop any job activities if they are not being performed in accordance with applicable regulations or guidelines or the requirements of this contract.

The City's Contract Administrator shall be:

David Spurlock  
3106 1<sup>st</sup> Street  
Union Gap, WA. 98903  
(509) 575-3638  
dspurlock@cityofuniongap.com

The alternate Contract Coordinator shall be:

Dennis Henne  
3106 1<sup>st</sup> Street  
Union Gap, WA. 98903  
(509) 575-3638  
dhenne@cityofuniongap.com

2.6.2 Project Monitor: The Project Monitor shall be a Contractor representative or a designated representative paid by the Contractor. The Project Monitor shall conduct all necessary air sampling, visual clearance inspections, and project monitoring for the Contract in accordance with all applicable local, state and federal standards. In addition the Project Monitor shall act as the Contractor's agent under this contract.

2.6.3 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from:

David Spurlock  
3106 1<sup>st</sup> Street  
Union Gap, WA. 98903  
(509) 575-3638  
dspurlock@cityofuniongap.com

#### 2.7 Contract Disputes: RESOLUTION OF DISPUTES OR BREACHES

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

#### 2.8 TAXES

If applicable, sales tax on this Contract as determined by the Washington State Department of Revenue will be added to the amounts due and the Contractor will be responsible for making payment of the tax to the State of Washington. All other taxes are the sole responsibility of the Contractor.

#### 2.9 CIVIL RIGHTS REQUIREMENTS:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with

Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2.10 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the City and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the City or for which the City may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

2.11 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

Contractor will maintain General Liability and Automobile Liability insurance for vehicles operated by the Contractor pursuant to this Contract. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Washington possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to the City, the following insurance policies in no less than the amounts specified below. This insurance will name the City of Union Gap, its elected officials, officers, agents, and employees; as additional insured's for work performed under this Contract.

The required minimum insurance limits below shall not be construed as a limitation of the City's rights under any insurance with higher limits and no insurance shall be endorsed to include such a limitation,  
General Liability insurance required minimum limits:

1. General Aggregate \$1,000,000
2. Personal Injury Aggregate \$1,000,000

2.12 Payments: The Contractor is required to submit to the Contract Coordinator documentation for verification of accuracy and an approval signature before being submitted for payment. Payment will be upon submittal of an invoice to the City by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include project name(s), project date(s) and other data as requested.

2.13 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the City.

2.14 Safety and Environmental Management: The Contractor shall notify the Contract Coordinator, in writing, immediately in case of serious injury/illness to any contractor employee while on University property.

## PERFORMANCE TERMS AND CONDITIONS DOCUMENTATION

### 3.0 DOCUMENTATION:

THE CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL:

3.1 The Contractor has submitted proof, satisfactory to the Contract Administrator that required permits, site location, and arrangements for transport and disposal of asbestos containing waste materials have been made. The Contractor shall obtain and submit a copy of handling procedures for asbestos disposal at the landfill, signed by the landfill owner.

3.2 The Contractor has submitted documentation, satisfactory to the Contract Administrator, that the Contractor's employees, including foremen, supervisors, and any other company personnel or agents working on City property who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, have received adequate training and certification. Training and certification of Contractor personnel working at the City must be current and maintained by annual refresher training and successful annual certification renewal.

## PERFORMANCE TERMS AND CONDITIONS - ASBESTOS ABATEMENT

### 4.0 ASBESTOS ABATEMENT:

#### 4.1 Prior to Asbestos Abatement Activities:

The Contractor shall complete and file with the Department of Labor and Industries and the Yakima Clean Air Authority, all associated permits including 10 day notice of asbestos abatement work.

a) Provide to the Contract Administrator a copy of the of intent to pay Prevailing Wage notification to Washington State Department of Labor

b) The Contractor shall be responsible for all notification fees

c) The Project Administrator shall submit to the Contractor, as needed, results of historic air sampling and bulk sampling including location of samples.

#### 4.2 During Abatement Activities:

4.3 The Contractor shall maintain copies of all standards, regulations, codes, and other applicable documents, including a copy of the contract resulting from this RFP, at the work site. The Contractor shall post, in the clean room area of the worker decontamination enclosure, a list containing the names, addresses, and telephone numbers of the Contractor, the Contract Administrator, Project Monitor, the testing

laboratory, and any other personnel who may be required to assist during abatement activities (e.g. Safety Officer). Off hour phone numbers shall also be posted in the event of an emergency.

4.4 Post-Abatement Requirements: The Contractor shall submit to the Contract Administrator, copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill clearly indicating the following:

- a) Date
- b) Time
- c) Amount of material received
- d) Authorized person's signature from permitted landfill
- e) Name and address of transporter
- f) Driver's signature
- g) Name and address of permitted landfill operator
- h) Date and time material is to be land filled

The Contractor will submit to the City written signed list of all activities that contributed to each specific location and the number of square feet and type of material removed from the location.

#### 4.5 Site Security:

4.5.1 Access to each work area is to be restricted to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of subcontractors, City employees and representatives, state and local inspectors, and other designated individuals.

4.5.2 Entry into the work area by unauthorized individuals shall be reported immediately to the Contract Administrator by the Contractor.

4.5.3 If a containment structure is required, access to the work area shall be through a single worker decontamination system. All other means of access (doors, windows, hallways, etc.) shall be blocked or locked so as to prevent entry to or exit from the work area. The only exceptions for this rule are the waste pass-out airlock which shall be sealed except during the removal of containerized asbestos waste from the work area, and emergency exists in case of fire or accident. Emergency exits shall not be locked to prevent egress or blocked whatsoever. However, they shall be sealed with polyethylene sheeting, labeled, and taped until needed.

4.5.4 Contractor shall have control of site security during abatement operations in order to protect work efforts and equipment.

#### 4.6 Emergency Planning:

4.6.1 Emergency planning shall be developed by the Contractor and submitted to the Contract Administrator prior to abatement initiation.

4.6.2 Emergency planning shall include notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule and layout of work area.

4.6.3 Telephone numbers of all emergency response personnel shall be prominently posted in the clean change area and equipment room, along with the location of the nearest telephone.

#### 5.0 PROPOSAL CONTENT:

5.1 Pricing: The bid shall be in the form of a Lump Sum price. The bid price shall include charges such as installation, shipping, insurance, waste transport and disposal, and all other costs. Charges not specified as separate in the bid will not be honored.

5.2 Bids shall clearly detail the amount of square feet of area to be removed, and type of material proposed to be removed based on the February 2014, Good Faith Survey.

5.3 Certification: Bidders and their employees must be certified as required by the State of Washington for the purpose of removal, encapsulation, enclosure, demolition, and maintenance of structures or components covered by or composed of asbestos-containing materials. Submit proof of certification.

5.4 References: A list of three references is required to be submitted with your proposal. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company names with contact person and telephone number.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_