



Request for Proposal

Asbestos Abatement Services

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Responses Due: Sep 29, 2023

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General Information

Overview

As a small community of 4,388, Osawatomie residents enjoy many benefits of a slower pace of life, as well as the advantages of our larger surrounding neighbors. Located just south of the Kansas City Metropolitan Area, we are a burgeoning rural community in Miami County.

Project Description

The City of Osawatomie is issuing this Request for Proposals (RFP) soliciting proposals from qualified contractors to provide all services for the complete abatement and disposal of Asbestos Containing Materials >1% in a City-owned building. The building is located at 527 Brown Avenue and serves as the Osawatomie Public Library. Proposals are only requested for the lower level of the facility, approximately 2,500sq ft of carpet-covered tile adhered to concrete.

Your proposal should consider all project aspects, including but not limited to carpet removal and disposal, tile removal and appropriate disposal (including required reporting), securing the facility during abatement, equipment (tools and chemicals), personnel, time and travel, and duration of project.

Each contractor is responsible to determine for themselves the accuracy of the volume estimates of asbestos containing material. The selected contractor will be responsible for the safety and security of the work site and must follow all Federal and/or State laws and regulations and provide documentation of proper disposal of the asbestos containing materials to the City of Osawatomie.

This Request for Proposal does not commit the City of Osawatomie to pay for any costs incurred in the preparation or submission of any proposal or to contract for any services. The City will, at its discretion, award a contract to the responsible Bidder and/or Vendor submitting the lowest and best proposal that complies with the requirements stated in this Request for Proposal. The lowest priced proposal may not necessarily be the one selected. The City of Osawatomie may, at

its sole discretion, reject any or all proposals received or waive minor defects, irregularities, or informalities.

Response Schedule

All questions concerning this RFP must be submitted to the City of Osawatomie via e-mail no later than September 15, 2023. Questions or requests for clarification relative to this Request for Proposal must be directed to Samantha Moon, Assistant to the City Manager, with a subject line heading "City of Osawatomie Abatement Proposal" and emailed to smoon@osawatomieks.org. Responses to all questions will be compiled into one document and emailed to all Bidders.

Proposals must be received by the City of Osawatomie no later than 2:00 PM CST, Friday, September 29, 2023.

Proposals shall be addressed to:

The City of Osawatomie
Attn: Tammy Seamands, City Clerk
P.O. Box 37
509 5th Street
Osawatomie KS. 66064-0037

The final proposal must arrive on or before the submittal deadline. Proposals received after the deadline will be considered non-responsive and returned unopened. Packages or envelopes containing your proposal must be clearly marked on the outside as "Sealed Proposal — Asbestos Abatement Services". Upon closure of the bids and evaluation thereof, all bids will be subject to the Kansas Open Records Act.

Pre-Proposal Conference

At this time, there is no plan for a pre-bid conference to be conducted. However, depending on bidder questions, one may be scheduled. In the event that a Bidder wishes to come to the Osawatomie Public Library to inspect the project area, the City of Osawatomie will work to accommodate your request.

Proposal Rules and Instructions

General Overview

Cover Letter

Each proposer shall submit a short cover letter including the name and address of the organization submitting the proposal; and the name, address and telephone number of the contact person who will be authorized to make representations for the organization.

Experience

Qualifying Experience. Brief history of the firm including any fields of expertise, previous experience with jobs of similar scope. List a minimum of three (3) recent asbestos abatement projects similar in scope (if possible).

Proposed Work Plan/Schedule

Include completion date and estimated length of work.

Certification and/or Licenses

Proposer must possess and submit with this bid all valid certification and/or licenses required by federal and state laws at the time of submission and for the length of the project. The firm, organization, or company must be a licensed asbestos abatement contractor as per the requirements of the State of Kansas.

Certificate of Liability Insurance

Proposer must submit proof of liability insurance in an amount of at least \$1M. If the proposer is awarded a contract for this project, a certificate of liability insurance listing the City of Osawatomie as an additional insured will be required.

Bid Submittal Form

A basic bid sheet is included in this RFP, but we welcome additional materials attached as supplement to the bid sheet.

Bidder Responsibilities in Proposal

List all scoping and pricing assumptions in your proposal to permit proper analysis and price comparisons.

All assumptions concerning use of third-party products and services should be clearly stated. If partnering arrangements are established for the purpose of satisfying the requirements of this Request for Proposal, responsibilities and associated costs should be clearly delineated.

Bidder will be responsible for conducting all required site studies to familiarize themselves with the facility and scope.

Pricing

Complete project pricing should be itemized and detailed in a spreadsheet or table format (Microsoft Excel, Google Sheets, etc.) and include treatment rate per square foot and rate per tonnage of removal. Contractors should include any costs associated with abatement reporting to State or Federal offices.

Validity Period

The proposal shall be considered current and a valid offer to undertake the work, subject to successful negotiation of a contract, for a period of at least one hundred-twenty (120) days and shall contain a statement in the proposal to that effect.

Selection Criteria

Proposals will be rated based on the following criteria in no particular order:

- Ability of contractor to perform aspects of project in timely manner
- Contractor experience in abatement projects
- Overall price of proposal

Terms and Conditions

The City of Osawatomie reserves the right to reject any and all proposals, or portions thereof, received as a result of this Request for Proposal.

The City of Osawatomie reserves the right for any reason to waive minor irregularities in any proposals received and to negotiate with any party in any manner deemed necessary to best serve the interests of the utility.

The City of Osawatomie will not be responsible for any costs incurred by any party in preparation of any proposal submitted in response to this Request for Proposal.


The City of Osawatomie reserves the right to amend, extend, or cancel this Request for Proposal at any time if the best interest(s) of the City of Osawatomie requires such action. The City of Osawatomie reserves the right to make any changes in the RFP as deemed appropriate. Any and all changes shall be made by written addendum, which shall be issued by the City of Osawatomie to all prospective Bidders who have been issued copies of the RFP.

News releases pertaining to this Request for Proposal, contract award, or the project must not be made without prior written approval from the City of Osawatomie.

The City of Osawatomie will pay for actual work performed and expenses incurred under this project up to the specified contract amount. Specific payment provisions will be arrived at upon mutual agreement of the parties. All payments will require the submission of an itemized billing of work performed to date in sufficient detail to justify payment.

Bidders submitting proposals must not discriminate. For the duration of the performance of this contract, the contractor will be expected to comply with all federal, state, and local laws respecting non-discrimination in employment.

All bid materials submitted by the Bidders will become the property of the City of Osawatomie. No materials will be returned to successful or unsuccessful bidders.



The City of Osawatomie assumes no liability of any kind with respect to this Request for Proposal or any matters related thereto. All prospective bidders, contractors, and their subcontractors or successors, by their participation in the Request for Proposal process, must indemnify, save, and hold the City of Osawatomie and its employees and agents free and harmless from all lawsuits, causes of action, debts, rights, judgments, claims, demands, damages, losses and expenses, or whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of this Request for Proposal and/or any subsequent acts related thereto, including but not limited to, the recommendation of a contractor and any action brought by an unsuccessful applicant.

A Notice to Proceed shall be issued upon execution of a contract between the City of Osawatomie and the successful Bidder. In the event that such Notice to Proceed cannot be issued in a timely manner, the time may be extended by mutual consent of the parties.

Any contract executed with respect to this Request for Proposal will contain the City of Osawatomie's customary provisions for a contract for services.

Supplemental Terms and Conditions

Additional Terms and Conditions. *The City of Osawatomie's purchasing department may identify other terms and conditions not specifically stated in this RFP that may apply, including Non-Collusion, Personal Property Tax and Certificate of Findings for Recovery Affidavits, and/or requirements for additional forms, affidavits, and schedules that must be completed and submitted in connection with the bid or as part of a future contract. Any inconsistencies or conflicts with the terms and conditions listed in this RFP shall be listed as an Exception and resolved in a mutually agreeable manner prior to contract signing.*

(NOT APPLICABLE TO THIS REQUEST) Bid Bond. *A Bid Bond or Bid Surety of 10% must be made payable to the City of Osawatomie in the form of a bond for the full amount of the bid or with a corporate surety approved by the City or payable with a certified check. Upon execution of a contract with the selected Vendor, all other bid guarantees will be returned to the unsuccessful Bidders.*

(NOT APPLICABLE TO THIS REQUEST) Performance Bond. *Upon execution of the contract, the successful Bidder will be required to provide a 100% performance guarantee in the form of a performance bond issued by a surety company or corporation licensed in Kansas to provide said surety.*

(NOT APPLICABLE TO THIS REQUEST) Retainage. *In connection with any future Agreement, the City of Osawatomie may retain a certain percentage of funds that would otherwise be paid to the successful Bidder until the work is substantially completed. Consequently, the City of Osawatomie will retain 10% of the amount incurred and billed for services until final acceptance has been achieved.*

Public Records and Confidentiality. *The City of Osawatomie will exercise best efforts to honor any assertions of confidentiality claimed by Bidders, but it is the responsibility of Bidders to support and defend any such claim of confidentiality. The City of Osawatomie is not responsible or liable to the Bidder or any other person or entity, for the disclosure of any materials submitted by the Bidder, whether such disclosure is required by law, by court order, or through inadvertence or mistake on the part of the City of Osawatomie or anyone acting on its behalf. The Kansas Open Records Act requires that all information maintained by, or in the possession of the City of Osawatomie is a public record, subject to specific exceptions. It is the responsibility of the Bidder to establish its right to any such exception. By submitting a proposal in response to this RFP, Bidders acknowledge the City of Osawatomie's legal obligation to respond to all public record requests in a timely manner, unless the Bidder establishes its right to a public records exception. The City of Osawatomie is not responsible for maintaining as confidential any information submitted by a Bidder.*

Disputes and Arbitration. *All claims, disputes, and other matters in question between the City of Osawatomie and the Vendor arising out of, or relating to, the contract documents or the breach thereof,*

shall be settled, if possible, by a negotiation and mutual agreement of the parties hereto. In the event of their inability to agree, the City of Osawatomie shall reduce its finding to writing and mail or otherwise furnish a copy thereof to the Vendor. All such disputes shall be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Kansas. The Vendor will carry on the work and maintain the progress schedule during any arbitration or court proceedings, unless otherwise agreed in writing.

Taxes and Insurance. The successful Bidder and Vendor will pay all applicable sales, consumer, use, and other similar taxes required by the City of Osawatomie, Miami County, and the State of Kansas. The successful Bidder will be provided with a project specific tax exemption certificate if the project is deemed to be exempt from such taxation. Bidder's and/or Vendor's employee and contractor income or employment taxes shall be paid to the respective taxing agencies in accordance with applicable laws.

Indemnification. The Bidder and Vendor will indemnify and hold the City of Osawatomie and its agents and employees harmless from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work. Any such claims, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by any negligent or willful act or omission of the Bidder or Vendor, or any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, is the sole responsibility of the Bidder and Vendor, without limitation.

Certificate of Authorization. The successful Bidder must provide a Certificate of Authorization to transact business in the State of Kansas that has been duly filed with the Kansas Secretary of State.