

## **RACM Demolition Bid**

You are invited to submit a bid for the demolition, removal, and disposal of flood damaged structures as requested by Cedar County. **Please note that this project requires a State of Iowa licensed permitted asbestos removal contractor and all workers on this project must be a trained and licensed asbestos worker in the State of Iowa. Workers must carry with at all times their license while on the job site.**

Sealed bids must be received at Cedar County Courthouse, Auditors Office by Wednesday June 3rd at 4:00pm in order to be considered. If you wish to bid, please submit your sealed submittal in a mailing container or envelope which is plainly marked on the outside with the notation "SEALED BID ENCLOSED – FLOOD RELATED STRUCTURE DEMOLITION". Cedar County Courthouse is located at 400 Cedar Street, Tipton, Iowa.

### **INSTRUCTION TO BIDDERS**

<b>Name of the Bid</b>	Flood Related Structure RACM Demolition
<b>Deadline for Questions</b>	Monday, June 1, 2009 at 4:00, CDT
<b>Deadline for Bid Submittal</b>	Wednesday, June 3, 2009 at 4:00 pm, CDT
<b>Bid Opening</b>	Thursday, June 4 <sup>th</sup> at 9:30 am, CDT
<b>Bids Shall Be Submitted To</b>	SEALED BID – FLOOD RELATED STRUCTURE RACM DEMOLITION Auditors Office 400 Cedar Street Tipton, IA 52772
<b>Method of Submittal</b>	Express Mail Delivery or In Person
<b>Contact Person, Title</b>	Nicole Turpin, Regional Planning Coordinator
<b>E-mail Address</b>	<a href="mailto:nturpin@ecia.org">nturpin@ecia.org</a>
<b>Phone/Fax</b>	563-556-4166ph                      563-556-0348fx

Cedar County is not responsible for delays occasioned by the U.S. Postal Service or any other means of delivery employed by the bidder. Cedar County will not open any bid responses received later than the date and time stated above. Late bids will be returned unopened.

Any questions about the meaning, intent, or the specifications must be inquired to ECIA by the Bidder in writing no later than Monday, June 1, 2009 at 4:00 pm. Fax, Email or deliver your written questions to the contact listed above. Questions will be responded to in the form of written addenda and posted with this Request for Bid on ECIA's website at [www.ecia.com](http://www.ecia.com). All addenda that you receive will become part of the contract documents and are required to be acknowledged on the Signature Page. The sealed bids will be opened on Thursday June 4, 2009 at 9:30 am at the Cedar County Courthouse, Board of Supervisors Chambers.

Wherever requested throughout this document, a company representative who is authorized to bind the Contract will sign on behalf of the company to indicate to Cedar County that you have read, understand, and will comply with the Special Terms & Conditions and Instructions to Bidders & General Terms and Conditions attached hereto. Cedar County reserves the right to reject any bids, and to accept in whole or in part the bid which in the judgment of the bid evaluators is the most responsive and responsible bid.

Cedar County has contracted with East Central Intergovernmental Association (ECIA) to administer and oversee the demolition. ECIA and its staff will act as an extension of Cedar County and act in the best interest of Cedar County.

## **SPECIAL TERMS AND CONDITIONS**

### **SCOPE OF WORK**

The primary purpose of this scope of work is to maintain the public health, safety, and well-being of the County during the response to an emergency situation, as well as to restore the public areas of the County to a normal condition. The Contractor understands and agrees that demolition and debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this contract in the shortest time possible. After given Notice to Proceed, the 18 structures are to be demolished as quickly as possible during one continuous mobilization.

The work to be performed under this Contract shall consist of demolition and removal of flood damaged structures as directed by the County. The structures have been deemed a structural hazard by Cedar County. As such, these structures are to be considered Regulated Asbestos Containing Material (RACM) structures. RACM determination requires that the entire structure is assumed to contain asbestos and is too dangerous to enter, test, and remove any asbestos containing materials. The Contractor shall only be required to demolish and dispose of the dwelling structure for this Contract – no other debris or outbuildings are to be removed at this time. A Debris Monitor will be employed by ECIA on behalf of Cedar County to monitor the performance of this Contract. Direction by the County in this proposal shall also mean direction by the Monitor. The Monitor will not have the authority to grant deviations from this Contract. No demolition activities shall be performed and no debris shall be loaded without the presence of the Monitor issuing a proper load ticket to document the origin of the load with GPS coordinates, date, contractor name, truck number, and loading departure time.

The Contractor shall demolish the structure above the foundation the same day; no partial demolition of the above-foundation structure will be allowed. It shall be the Contractor's responsibility to secure the site by whatever means necessary to prevent unauthorized entry. The foundation, slab including footings of basement-less structures must be removed as part of the project but do not have to be removed in the same day as the above-foundation structure.

The Contractor must review this Scope of Services and provide support for the fact that the Contractor has sufficient experience and expertise as necessary to execute the terms and conditions of this contract.

The initial task under this Request for bid includes the following 18 residential structures identified by the County to be in need of immediate demolition. Please Bid the demolition of only the residential structure unless noted in parentheses (). **Since inspection for ACM and abatement is not possible prior to demolition, all demolition debris, including cement slabs of basement-less structures and basements, must be handled and disposed as Regulated Asbestos Containing Material (RACM).**

1. 264 W Rochester Avenue, Atalissa, Iowa
2. 262 W Rochester Avenue, Atalissa, Iowa
3. 260 W Rochester Avenue, Atalissa, Iowa
4. 130 W Rochester Avenue, Atalissa, Iowa
5. 127 W Rochester Avenue, Atalissa, Iowa
6. 271 W Rochester Avenue, Atalissa, Iowa
7. 102 W Rochester Avenue, Atalissa, Iowa
8. 276 W Rochester Avenue, Atalissa, Iowa
9. 229 210<sup>th</sup> Street, Solon, Iowa (storage shed)
10. 106 W Rochester Avenue, Atalissa, Iowa
11. 1071 Delta Avenue, Tipton, Iowa
12. 163 Witmer Road, Moscow, Iowa
13. 1954 Atalissa Road, Atalissa, Iowa
14. 2212 Atalissa Road, Atalissa, Iowa
15. 258 W Rochester Avenue, Atalissa, Iowa

16. 257 W Rochester Avenue, Atalissa, Iowa
17. 110 W Rochester Avenue, Atalissa, Iowa
18. 2208 Atalissa Road, Atalissa, Iowa

The Contractor shall maintain work sites to appropriate use standards, safety standards, and regulatory requirements. All materials shall be removed, hauled, and disposed according to applicable federal, state, and local requirements.

The Contractor shall be responsible for compliance with all federal, state and municipal requirements related to structure demolition and removal, including, but not limited to, requirements of the Occupational Safety and Health Administration (OSHA), EPA and the DNR. These requirements include (but are not limited to) good demolition practices. Contractor and all employees shall be properly certified and licensed to handle RACM.

### **1. Demolition, Removal, and Disposal of Flood Damaged Structures from Private Property**

A determination has been made that a threat to life, safety and health to the general public is present on the private properties listed above. The Contractor will demolish and remove residences and structures on these private properties as identified and instructed by the County. Right-of-Entry forms have been obtained for the immediate threat structures and the County will provide the Contractor copies of the Right-of-Entry form provided to the County by the property owner.

### **2. Utility Disconnects**

The Contractor shall be responsible for coordinating with attendant utilities for disconnection of services, including water, sewer, power, telephone, cable, internet and natural gas. All utilities must be disconnected to meet safety or local code requirements.

- A. Water Service Disconnects. All structures are located on private wells. These wells will need to be plugged in accordance with Iowa Department of Natural Resources and the Cedar County Environmental Department requirements if the well falls within the footprint of the structure being removed. If the well is outside the footprint of the structure being removed it will be disconnected and capped. The well must be plugged by a certified well contractor. An Abandoned Water Well Plugging Record must be completed for each well and submitted within 30 days to the Cedar County Environmental Department.
- B. Sanitary Sewer Disconnects. All structures are served by septic systems. Septic systems that fall within the footprint of the structure being removed will need to be pumped and filled in accordance with the Iowa Department of Natural Resources and the Cedar County Environmental Department Requirements. If the septic system does not fall into the footprint of the structure being removed it will need to be disconnected and capped.
- C. Other Items. Underground storage tanks must be removed or closed in place according to Iowa Department of Natural Resources requirements. In the event that historic shaft features such as wells, cisterns or privies are uncovered, the contractor will inform the on-site monitor who will in turn notify Cedar County Officials. ECIA on behalf of Cedar County will notify Iowa Homeland Security Emergency Management Division, FEMA, State Historic Preservation Office and Office of State Archeology. These features should be filled or capped with clean material.

### **3. Tires, Household Hazardous Waste, White Goods, and Electronics**

Due to the unsafe conditions of the structure, the above hazardous wastes may not be removed from the structure and must be disposed of as part of the RACM structure.

### **4. Archeological Deposits**

In the event that archeological deposits (soils, features, artifacts) or other remnants of human activity are uncovered, or if archeological deposits are found during project demolition construction activities, the

project will be halted immediately in the vicinity of the discovery, and the Contractor will take reasonable measures to avoid or minimize harm to the finds. The Contractor will inform the on-site monitor who will in turn notify Cedar County Officials. ECIA on behalf of Cedar County will notify the State Historical Society of Iowa (SHSI) and FEMA immediately. Work in the sensitive area cannot resume until a qualified archeologist determines the extent of the discovery, consultations between SHSI and FEMA are complete and Cedar County has been notified by SHSI and FEMA.

#### **5. Removal and Disposal of Regulated Asbestos Containing Material (RACM) in Demolition**

Because of the widespread use of Asbestos Containing Materials (ACM), buildings that have been damaged and are structurally unsound and in danger of imminent collapse are considered to be potentially contaminated with asbestos. In addition, during the demolition of these properties ACM will be disturbed and further contaminate the structure. Since inspection for ACM and abatement is not possible prior to demolition, all demolition debris, including foundation, cement slabs of basement-less structures and basements, must be handled and disposed as Regulated Asbestos Containing Material (RACM). **This requirement is in accordance with the asbestos NESHAP and consistent with how Iowa DNR has handled similar structures.**

The Contractor shall employ good demolition techniques, which includes:

- A. Wetting structures and debris prior to and during demolition to reduce the potential for air migration of asbestos,
- B. Using demolition techniques to minimize excessive breaking of material,
- C. Maintaining practices to keep personnel and bystanders at a safe distance from demolition activities,
- D. Loading the material with techniques to maintain sufficient distance from personnel to reduce the exposure to airborne material,
- E. "Burrito wrapping" of loads to prevent material from becoming airborne during hauling (general tarping will not be a sufficient method of transport for RACM),
- F. Placing a placard on the truck hauling the RACM debris in accordance with DNR and DOT requirements,
- G. Disposing RACM, as approved by the DNR, shall be at separated areas of disposal sites and shall be disposed using techniques to minimize the potential for debris or dust to become airborne. This includes maintaining personnel and bystanders at a safe distance from unloading and covering of debris, as well as covering debris with dirt and,
- H. Manual cleaning of the demolition site to remove all demolition debris presumed to contain asbestos materials from the site.

Since most sites will not have a viable source of water, the contractor shall have a water truck on site during demolition.

Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos when the debris being removed as well as the demolition of structures containing (and suspected of to contain) RACM under this Contract.

The City Muscatine and Waste Commission of Scott County Landfills have been the designated locations for disposal of demolition debris. The City of Muscatine landfill is located at 3700 Hwy 61 North, Blue Grass, Iowa 52726. Scott Area landfill is located 11555 110<sup>th</sup> Avenue (County Road Y-48) Davenport, Iowa 52728.

Removal and disposal of hazardous debris, other than asbestos or Household Hazardous Waste (HHW), is not included in the Scope of Services. This material may include, but is not limited to petroleum products, paint products, electrical transformers, and other known or suspected hazardous material.

## **6. Fencing**

A Hot Zone consisting of temporary barricade type fence shall be erected around each structure to be demolished to prevent access by the public. This fence shall have "Asbestos" warning tape atop it, with ACM warning placards posted in at least 4 corners of the zone. Such fence shall be: (1) At least four feet high. (2) Consistently restrictive from top to grade. (3) Without horizontal openings or indentation wider than two inches. The fence shall be erected before demolition begins and shall not be removed until the basement is filled.

## **7. Backfill – Finishing**

The Contractor shall obtain inspection and approval from the ECIA's Community Development Department prior to backfilling any excavations, holes or depressions on the demolition site as a result of the structure demolition. Excavations, cellar holes, basement holes, abandoned cisterns or other depressions in the wrecking site shall be filled and compacted with sand or earthen fill and a tillable layer of topsoil (4-6 inches) spread over the entire lot to a uniform, natural grade consistent with established adjacent grades. (No fly ash or equal.)

Adjacent grades. When referred to in these specifications, adjacent grade means approximate existing elevations of the ground surrounding the basement, or other excavated or depressed area, at the distance of 5 feet outside the area, particularly when the existing ground has previously been graded up so as to slope away from the structure. Backfill will match the stability and grade of the adjacent undisturbed soils. To prevent the settling of the backfill and the ponding of surface water, grade will remain uniformly stable for at least sixty days after the date the job is reported "finished", or if the backfill materials were frozen when used causing unacceptable settling during the first sixty days after the ground is free of frost. The Contractor shall remedy such settling by additional tamping, refilling, compacting and re-grading in conformance with the standards set forth in this section.

Cleanup. All pieces, parts, scraps, debris, rubbish, wood and organic materials from a structure or part of a structure in the process of being demolished shall be cleaned up and removed from the premises daily. Final cleanup after the structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents and its furnishing, including all debris, organic materials, rubbish, wood, concrete, and masonry rubble in their entirety. Examples include: concrete or brick floors of basements, or of area-ways, stairways, stairwells, or depressed structures shall be completely removed. Concrete slabs on grade including floors of basement-less buildings, entrance slabs, patios, garages or shed floors. If an accessory building (garage or shed) is part of the specific project, the underlying concrete, stone or brick floor shall be removed. All hazardous open pits and recesses shall be filled with thoroughly tamped earth to completely eliminate the hazard.

Sewers, stacks, or other sanitary pipes extending to or through the floors and slabs shall be filled.

## **8. Priority Work Areas**

The County will establish the priority of and shall approve the geographic work areas in advance in which the Contractor will be allowed to work. A meeting will be held to determine approved work areas. If multiple contracts are awarded, each Contractor will be assigned a property for demolition. The County may choose to reassign properties at any time for any reason. The Contractor shall remove all debris and leave the site from which the eligible debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Debris Monitor.

## **9. Debris Ownership and Hauling Responsibilities**

Once the Contractor begins activity on a site, all debris generated is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. This includes all materials resulting from demolition unless otherwise specified in

this scope of work. As a result of the RACM determination of the structure, all debris must be disposed of properly as RACM.

#### **10. Debris Disposal**

The City of Muscatine and the Waste Commission of Scott County have been granted approval from the Cedar County Solid Waste Commission to dispose of the demolition debris from the 18 structures of RACM at the City of Muscatine landfill, located at 3700 Hwy 61 North, Blue Grass, Iowa 52726. The Scott Area Landfill is located at 11555 110<sup>th</sup> Avenue (County Road Y-48) Davenport, Iowa 52804.

Contractor acknowledges, represents and warrants to the County that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other federal, state or local agencies or authorities.

- A. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- B. Contractor is responsible for determining and complying with the applicable requirements for securing loads while in transit and that all trucks have a solid metal tailgate. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.
- C. The Contractor shall ensure that all that RACM debris is “burrito wrapped” in the transport trailers and may be additionally equipped with and use tarps or netting to prevent further spread of debris.

#### **11. Equipment:**

- A. The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools, and other items necessary for and incidental to executing and completing all required work.
- B. All equipment and vehicles utilized by the Contractor shall meet all the requirements of the federal, state and local regulations including, without limitation, all USDOT, Iowa DOT and safety regulations, and are subject to the approval of the County. All loads must be secured and solid metal tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer.
- C. The Contractor shall supply vinyl type placards identifying the County, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and other information. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- D. The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of debris to the permanent disposal sites. The listing shall include the following information:
  - 1. Truck and/or trailer license number
  - 2. Year, make and color of each truck and/or trailer
  - 3. Cubic yardage capacity of each trailer as measured and recorded by the Monitor
- E. Each truck and trailer passing through disposal check points shall be identified by a Contractor’s logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the County shall not be paid for debris being transported.
- F. Load tickets shall be supplied by the Debris Monitor for all trucks and shall include a means of identifying the truck, the specific location (address and GPS coordinates) from which debris is removed, the disposal site to which materials were delivered and a place for the authorization by the Debris Monitor and the landfill site operator.

## **12. Property Damage**

The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, pictures, contact information, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the County, the County has the option of having the damage repaired at the Contractor's expense to be reimbursed to the County or withheld from the Contractor's future payments.

## **AWARD CRITERIA**

Award of bid shall be made to the lowest and best responsive and responsible Bidder(s) meeting the specification set forth herein. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of vendor responsibility and responsiveness:

- A. Superior quality and adherence to specifications;
- B. Service as specified in these bid documents;
- C. Company's reputation and financial status;
- D. Company's ability to meet the County's Insurance Requirements
- E. Past experience and service provided by the bidder;
- F. Strength of bidder's hiring and training programs
- G. Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services and provide the products specified;
- H. Strength of the company's safety program and history.

The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or lump sum; to waive irregularities and technicalities in bids, such as shall best serve the requirements and interests of the County.

## **TERM OF CONTRACT**

The work to be performed under this contract shall be completed by the Contractor within 60 days commencing upon written Notice to Proceed.

The County and the Contractor may renew the original contract for additional sixty (60) day time periods by mutual agreement. Thirty (30) days notice must be given to renew the contract for additional increments.

A Letter of Agreement and Notice to Proceed, prepared by the County and signed by the Chair of the Board of Supervisors, shall become the document that authorizes the contract to begin. Each section contained herein, and addenda and the response from the successful bidder shall also be incorporated by reference into the resulting agreement.

No price escalation will be allowed during the initial term of the contract. The price will not exceed the written contract amount which is determined from the bid proposal. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual material invoices, copies of commercial price lists, provision of appropriate indices, etc which reflect said increases. The County reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate without cost the future performance of the contract.

## **ESTIMATED QUANTITIES**

The County does not guarantee any quantity of work under this contract. Although structures within the County are in need of demolition, the work authorized may be limited by factors such as environmental concerns, property owner permission, and eligibility for reimbursement. Actual quantities, whether lesser or greater than estimated, will not affect the process as bid and accepted for the term of the contract.

## **BID EVALUATION PROCEDURES**

The County Board of Supervisors will evaluate the bids individually. Financial terms will not be the sole determining factor in this award. Other criteria such as those listed on page 6 will be considered, as well as any other factors that the Board determines may affect the suitability of the bid for the County's requirements. A Contractor's submission of the bid constitutes their acceptance of the evaluation technique and their recognition and acceptance that the evaluators in this evaluation will use subjective judgment.

## **CONTRACTOR EMPLOYEES**

Any person performing work on behalf of the Contractor must be identifiable by uniform, proper identification, and/or a marked vehicle. The Contractor shall only furnish employees who are properly licensed, competent and skilled for work under this contract.

If, in the opinion of the County, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while performing work, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

## **PRICING**

All prices quoted by the Contractor shall include mileage, insurance, gas, maintenance, labor, administrative costs, equipment, and all other charges (exclusive of taxes). There shall be no charge for overtime or holiday premium pay. This contract will not waive tipping fees, landfill charges, or other disposal costs. **The tipping fee charged by the City of Muscatine for Regulated Asbestos Containing Material (RACM) is \$41.00 per ton through June 30<sup>th</sup> and \$60.00 per ton beginning July 1st. Please note that Sweetland Ag Tech will provide the scale and there is a \$5.00 scale charge per trip (full & empty). The Scott Area Landfill has a tipping fee charge of \$35.00 per ton for Regulated Asbestos Containing Material (RACM). All tipping fees and disposal costs shall be paid by the Contractor.**

## **BONDS AND INSURANCE**

Prior to signing the contract, the Contractor agrees to furnish the County with all applicable certificates of insurance. Within 72 hours after signing the contract, Contractor shall provide State Contractors Registration and a Surety Bond in the amount of \$5,000 for an excavation contractor if street excavation is required.

Each BID must be accompanied by a BID bond payable to Cedar County for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, Cedar County will return the BONDS of all except three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved after which it will be returned. A certified check may be used in lieu of a BID BOND, as may a cashier's check or certified share draft.

A performance BOND and payment BOND and payment BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by Cedar County, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy by their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND within ten (10) calendar days of the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, Cedar County may at their option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of Cedar County.



Cedar County within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicated of the Agreement. Should Cedar County not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by Cedar County.

**PAYMENT – BILLING**

Purchases authorized under this contract will be paid for upon receipt of an original invoice within sixty (60) days and after all services are delivered, inspected and accepted. If multiple contracts are awarded, each property is requested to be invoiced individually.

The invoice shall clearly state:

1. The Contractor name,
2. The address of each structure and GPS coordinates
3. Itemized demolition cost for each structure broken down into the four items listed on page 10
4. Description of work performed, and
5. Date of demolition

Invoices shall be billed to:

Cedar County

Invoices shall be mailed to:

ECIA  
Attention: Nicole Turpin  
7600 Commerce Park  
Dubuque, Iowa 52002

Final payment will not be made until a passing Final Inspection has been given.

The County may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

**SURCHARGES**

Surcharges (i.e. fuel surcharges, restocking fees, etc.) shall not be allowed to be added to invoices as an additional line item.

**WARRANTIES AND REPRESENTATIONS**

The Contractor shall comply with all Federal, State, County and municipal laws, ordinances and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local, state and Federal law, is not now and has never been debarred from performing Federal or State government contract.

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|---|
| <p><b>DOCUMENTS TO BE SUBMITTED WITH BID PROPOSAL</b></p> <ol style="list-style-type: none"><li>1. Listing of Trucks and Trailers</li><li>2. Bid Submittal Form</li><li>3. Technical Proposal</li><li>4. Signature Page</li><li>5. Certificate of Insurance</li><li>6. State Contractors Registration</li><li>7. Surety Bond</li><li>8. Asbestos Removal Contractor License</li></ol> |
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**BID SUBMITTAL FORM – Cedar County, Iowa – Demolition of Flood Damaged Structures**

Contractor, having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Bid, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this Request for Bid is a part.

Contractor hereby agrees to commence work under this contract on a date to be specified in a written "Notice to Proceed" and to fully complete the work in the contractual period of time allotted.

The quantities below do not necessarily reflect the actual quantities of debris that will be moved as part of this Contract. The estimated quantities given will be used for the sole purpose of assisting the County in its evaluation of the bids for award of Contract. The Contractor acknowledges that no representation or guarantee is made by the County or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The tipping fee charged by the City of Muscatine is \$41.00 (through June 30<sup>th</sup>) and \$60.00 (beginning July 1<sup>st</sup>) per ton plus \$5.00 scale usage fee per trip for Regulated Asbestos Containing Material (RACM). Scott Area Landfill tipping fees for RACM is \$35.00 per ton. **All tipping fees/disposal costs shall be paid by the Contractor as part of unit prices.**

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

Item No.	Item Description	Estimated Quantity	Unit Price (written)	Unit Price (numeric)	Price Extension (numeric)
1	STRUCTURE DEMOLITION, REMOVAL AND DISPOSAL OF REGULATED ASBESTOS CONTAINING MATERIAL (RACM), resulting from demolition of structures. (including white goods, electronic waste, & HHW)				
2	UTILITIES DISCONNECT. The Contractor shall arrange for the disconnection and removal of all utilities in coordination with the appropriate utility service providers.				
3	CLEAN FILL DIRT. The Contractor shall acquire, deliver, place and compact in 12 inch lifts up to grade, clean fill dirt in exposed basements and in other flood or non-flood related depressions as a result of demolition activities on the property and as directed by the County.				
4	DEMOLITION AND REMOVAL OF RACM CONCRETE, BRICK, BLOCK, STONE. The Contractor shall remove and dispose of concrete, brick or stone basements and floors and cement slabs of basement-less structures.				
<b>TOTAL BID (numeric) Not to exceed</b> →					\$
<b>TOTAL BID (written) Not to exceed</b> →					
Any changes in the scope of work will take the form of written amendments/change orders					

**Address of Structure this Bid pertains to:** \_\_\_\_\_  
(one bid sheet per address)

**BID SUBMITTAL FORM – Cedar County, Iowa – Demolition of Flood Damaged Structures**

The BIDDER is required to indicate the name and address of all subcontractors.

BIDDER agrees to perform all the work described in the contract documents and the above project specifications for the above indicated residence at the following indicated price, and all bids shall include all other applicable fees. Bids as received must be for the execution of the entire job as called for in the project specifications provided. Each property is to be bid as a separate bid tab. The individual bid tabs are to be totaled to equal bid amount as entered in the bid summary. **Do not include Alternate Bids in bid summary price.** It is expressly understood that the foregoing total bid is the basis for establishing the amount of bid security and is for comparison of bids only, and is not to be considered or construed to be a lump sum proposal.

**RACM DEMOLITION BID: \$** \_\_\_\_\_ (total bid)

BIDDER: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY AND ZIP CODE \_\_\_\_\_

OFFICE TELEPHONE NUMBER \_\_\_\_\_

CELULAR TELEPHONE NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

IOWA CONTRACTOR LICENCE NUMBER \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME TYPED OR PRINTED: \_\_\_\_\_

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

**ASLO ATTACH TO YOUR BID THE FOLLOWING INFORMATION.** (on file is not acceptable).

1.) PROOF OF CONTRACTORS INSURANCE CERTIFICATION

2.) BID SECURITY OR BID BOND (5% of total bid)

4.) ALL BIDS MUST BE TYPED OR IN INK AND ROUNDED TO THE NEAREST DOLAR. Every property must be bid and properties may not be lumped together. It is the right of the Cedar County to delete line items if necessary.

**Incomplete bids will be rejected.**

**TECHNICAL PROPOSAL**

The experience requirements are as follows and must be separately addressed and covered:

1. Describe experience in all aspects of demolition and debris management, to include demolition, hauling, disposal, contract management, accounting, and documentation systems.
2. Company Profile including the firm name, business address, telephone number, and year established.
3. Each Bidder shall submit a written statement describing the experience, organizational structure and "chain of command" of the Contractor's and subcontractor's response team and the project management methods that are most appropriate to perform the contract services. The statement must include: historical methods for communicating with team members and local emergency management staff, team work assignments, data management and project tracking methodologies.  
Bidder shall provide:
  - a. Education, background and experience of Senior Management;
  - b. Professional recognition of Bidder and/or its senior management team;
  - c. The ability of Bidder to reduce and/or prevent the instances of fraud, waste and abuse.Any reservists, consultants or part-time employees, or sub-contractor employees must be identified as such.
4. References. Include a reference list of at least five (5) clients to whom the Contractor and/or its subcontractors have provided services similar in scope and size to those being proposed herein. At least three references must be relating to project including disaster debris removal and at least two must include structure demolition. Please indicate which references are related to demolition and debris projects specifically.
5. Environmental Plan. Bidders must provide an Environmental Plan to demonstrate compliance with applicable environmental regulations in the demolition and debris removal process.
6. In the event that negotiations should occur, the Bidder shall list who shall serve as the authorized negotiator for Contractor.
7. Whether Bidder, or any employee thereof, anticipated being assigned to provide debris removal services has been a defendant in any proceeding involving or arising out of debris removal services within the past five years.
8. Whether or not Bidder has had a contract related to demolition or debris removal cancelled within the last seven years. If so, state the name and address of the other contracting party and reason.
9. All Bidders must certify that Contractor, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to federal or state law.
10. The volume of service needed is unknown. The agreement established with the successful bidder shall be for service as needed with no guaranteed minimum tonnage of debris to be removed.

Please provide the estimated average number of tons your company has the capability to remove per day.

\_\_\_\_\_

11. Has your company received an OSHA violation in the past five years?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please attach copies of the citations and an explanation of how they have been resolved.

**SIGNATURE PAGE**

The undersigned Bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full.

Submitting Firm: \_\_\_\_\_

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

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

Authorized Representative (print) \_\_\_\_\_

Authorized Representative Signature \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**EXCEPTIONS/DEVIATIONS** to this Request for Bid shall be taken in writing on an attached document provided by the Bidder. Please be as specific as possible. If your company has no exceptions/deviations, please write "No Exceptions". \_\_\_\_\_

**GENERAL INFORMATION.** FOB Point in terms of loss or damage is destination. Freight and/or delivery charges shall be included in the price of the goods.

**FIRM PRICING.** Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract. Any changes in the scope of work will take the form of written amendments.

**ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda).** The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number \_\_\_\_\_ Date \_\_\_\_\_                      Addenda Number \_\_\_\_\_ Date \_\_\_\_\_

Addenda Number \_\_\_\_\_ Date \_\_\_\_\_                      Addenda Number \_\_\_\_\_ Date \_\_\_\_\_

**PAYMENT METHOD.** A check will be issued upon passing Final Inspection from the Building Inspector and the Debris Monitor.

We choose not to bid at this time but would like to be considered for future requests for bid.

## Building Demolition and Asbestos Removal Insurance Requirements

CONTRACTOR, at its own expense, shall procure and maintain the following insurance so as to cover all risk which shall arise directly or indirectly from CONTRACTOR'S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all of the Contractor's employees carrying out their work.
2. **General Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out their work.
3. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of work by the Contractor or its employees.
4. **Asbestos Abatement Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all risks arising from the Contractor and its employees removing and properly disposing of asbestos.
5. **Pollution Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all risks arising from the Contractor and its employees removing and properly disposing of hazardous waste materials.

**Subcontractors.** In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor. Asbestos removal must be done by a licensed asbestos removal contractor with a current certificate of insurance on file with the County.

**Qualifying insurance.** Policies shall be issued by insurers who are authorized to do business in the State of Iowa. All policies shall be occurrence form and not claims made form. The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor's insurance policies.

**Additional Insured.** Cedar County, its officers and employees and agents (ECIA) shall be named as additional insured on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance.

### **Certificate of Insurance Requirements**

1. "Cedar County, its officers and employees and agents (ECIA)" shall be designated as additional insured's.
2. The minimum liability limits required by the County are \$1,000,000. This must be occurrence form liability coverage.
3. The following address must appear in the Certificate Holder section: Cedar County, 400 Cedar Street, Tipton, IA 52772.
4. Certificate of Insurance must be provided to the County prior to starting the project and before a permit will be issued. Certificates may be sent by email, fax, mail, or delivery. (*see cover page*)
5. Contractor shall provide the County with a renewal certificate of insurance 20 days prior to policy expiration dates.
6. The certificate must clearly state that there is \$1,000,000 of Asbestos Abatement coverage.

## INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word COUNTY refers to the CEDAR COUNTY, IOWA throughout these Instructions to Bidders and General Terms and Conditions. Similarly, BIDDER refers to the person or company submitting an offer to sell its goods or services to the COUNTY. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER, but may represent different methods of obtaining price and other information from the BIDDER.
2. **BID TABULATION AVAILABILITY** - Bids will be evaluated promptly after opening. After award, a bid tabulation summary will be sent to all companies who submitted a bid or returned a Statement of No Bid. BID RESULTS WILL BE GIVEN OVER THE TELEPHONE. No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date.
3. **BIDDER QUALIFICATIONS** - No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Proposal specifications.
4. **BID FORM** - Each Bidder must submit an original Bid on the forms attached plus any additional sheets provided by the Bidder that may be required for additional information. The Bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The County will not consider replies that are not on the County's form. Bidders may submit additional information and brochures relative to the services for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the County's form. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
5. **SPECIFICATION DEVIATIONS BY THE BIDDER** - Any deviation from this specification MUST be noted in detail, and submitted in writing and attached to the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.
6. **BIDDER REPRESENTATION** - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.
7. **COLLUSIVE BIDDING** - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
8. **BROCHURES** - Bids may include adequate brochures and advertising literature describing the service offered in such fashion as to permit ready comparison with our specifications where applicable.
9. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will not be considered in awarding of Bids.
10. **BID CHANGES** - Bids amendments thereto or withdrawal requests received after the time advertised for Bid Opening will be void regardless of when they were mailed.
11. **HOLD HARMLESS AGREEMENT** - The Bidder agrees to protect, defend, indemnify and hold harmless Cedar County, its officers, and its employees from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Bidder, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
12. **COMPLETION DATE** - The completion as stated in the Bid Form shall be the time required to complete project after the award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the County, show the completion date for each item separately. If only a single completion date is shown, it will mean that all tasks of the project included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that

the project will be completed in the time stated, assuming that the time between the Bid Opening and the Notice to Proceed does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the completion time indicated is considered sufficient to delay the operational needs for which the service is intended.

13. **BID REJECTION OR PARTIAL ACCEPTANCE** - The County reserves the right to reject any or all Bids. The County further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the County.
14. **BID CURRENCY/LANGUAGE** - All Bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and upon receipt of an original invoice.
16. **MODIFICATION, ADDENDA AND INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. **TELEGRAPHIC/ELECTRONIC BID SUBMITTAL** - Telegraphic and/or bid offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
19. **MISCELLANEOUS** - The County reserves the right to reject any and all bids or parts thereof. The County reserves the right to inspect Contractor's facilities prior to the award of this bid. The County reserves the right to negotiate optional items with the successful Bidder.
20. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the County.
21. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
22. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or stipulations of the award, the County shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, and as of the time that notice is given by the County, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the County, become its property, and the successful Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to the County for damage sustained by the County by virtue of breach of the award by the successful Bidder. The County may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due the County from the successful Bidder is determined.
23. **TERMINATION OF AWARD FOR CONVENIENCE** - The County may terminate the award at any time by giving written notice to the successful Bidder of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Bidder or under the award shall, at the option of the County, become its property. If the award is terminated due to the fault of the successful Bidder, termination of award for cause relative to termination shall apply. If the award is terminated by the County as provided herein, the successful Bidder will be paid an amount as of the time notice is given by the County which bears the same ratio to the total compensation as the services actually performed bear to the total services the successful Bidder covered by the award, less payments of compensation previously made.
24. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other



storms; strikes or labor disputes; or any other cause whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected.

- a. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
  - b. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
25. **ASSIGNMENT** - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the County. Any assignment or attempt at assignment made without such consent of the County shall be void.
  26. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
  27. **TIME PERIOD** - Prices are to be honored for the time period stated in your response on the Signature Page.
  28. **EXTENSION** - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
  29. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
  30. **METHOD OF AWARDING/QUOTING** - The County reserves the right to make awards based on the entire bid or on an individual basis. However if you offer your bid based on an "all or none" condition, the County may consider your bid non-responsive and reject the entire bid.
  31. **TAXES** – Cedar County is exempt from sales tax and certain other use taxes. Any charges for taxes from which the County is exempt will be deducted from invoices before payment is made.
  32. **BID INFORMATION IS PUBLIC** – All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to Cedar County in connection with a bid or proposal, the submitting party recognized this and waives any claim against the Cedar County and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold Cedar County and its officers and employees harmless from any claims arising from the release of any document or information made available to Cedar County arising from any bid opportunity.
  33. **PURCHASE ORDER** – Purchase Orders will not be issued from Cedar County.
  34. **NO GIFT STANDARD** – Cedar County is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we ask all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a County employee and not available to the general public, regardless of the value.
  35. **NO PIGGYBACK CONTRACT** – This contract may not be extended for use by any other government entity.

Certain provisions are required to be included pursuant to FEMA regulations located at 44 CFR 13.36 (i).  
[Code of Federal Regulations]  
[Title 44, Volume 1]  
[Revised as of October 1, 2006]  
From the U.S. Government Printing Office via GPO Access  
[CITE: 44CFR13.36]

TITLE 44--EMERGENCY MANAGEMENT AND ASSISTANCE

CHAPTER I--FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF HOMELAND SECURITY

PART 13\_UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE

AGREEMENTS TO STATE AND LOCAL GOVERNMENTS--Table of Contents

Subpart C\_Post-Award Requirements

Sec. 13.36 Procurement.

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards. (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section. (2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. (3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of

the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only--

- (i) After a determination that no other contract is suitable, and
- (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition. (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of section 13.36. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed--(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 13.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms. (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price. (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 13.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review. (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review

accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

- (i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

- (i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.
- (ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

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

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

- (i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

~~(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)~~

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]

**CITY OF MUSCATINE CONDITIONS**

- 1). The City of Muscatine has agreed to accept demolition debris from the 18 flood damaged homes listed in this bid from Cedar County. No other waste will be accepted by The City of Muscatine.
- 2). All loads transporting waste to the landfill must be covered or secured.
- 3). All vehicles must weigh in and out. Drivers must stop at Sweetland Ag Tech to be weighed scale cost is \$5.00 per trip (full & empty).

Sweetland Ag Tech  
3094 170<sup>th</sup> Street  
Muscatine, Iowa 52761

- 4). The hauler is responsible for understanding and following all applicable regulations pertaining to the loading, transporting and disposal of ACM (asbestos containing material).
- 5). The hauler must abide by the Agency's ACM Disposal Policy.
- 6). Drivers must sign each load ticket and indicate the waste originated from Cedar County.
- 7). Payment is to be set up with the City of Muscatine with either a charge account or total payment of each day's loads at the end of the working day.
- 8). No smoking in site.
- 9). No scavenging of waste.
- 10). Drivers must obey all posted traffic signs.
- 11). Questions should be directed to the Solid Waste Manager, Laura Liegois, Dan Ganzer, Solid Waste Supervisor, or Ottis Reed, Landfill Operator.
- 12). Site Hours: Monday – Friday – Hours from 7:00 A.M. – 3:00 P.M.



## SCOTT AREA LANDFILL CONDITIONS

- 1). The Waste Commission of Scott County has agreed to accept demolition debris from the 18 flood damaged homes listed in this bid from Cedar County. No other waste will be accepted by Waste Commission of Scott County.
- 2). All loads transporting waste to the landfill must be covered or secured (tarpred or tied down).
- 3). All vehicles must weigh in and out. Drivers must stop at the Scale House for directions.
- 4). The hauler is responsible for understanding and following all applicable regulations pertaining to the loading, transporting and disposal of ACM (asbestos containing material).
- 5). The hauler must abide by the Agency's ACM Disposal Policy.
- 6). Drivers must sign each load ticket and indicate the waste originated from Cedar County.
- 7). No smoking in site.
- 8). No scavenging of waste.
- 9). Drivers must obey all posted traffic signs.
- 10). Questions should be directed to the Site Supervisor at the Scale House
- 11). Site Hours: Monday – Friday – Hours from 7:30A.M. – 3:00 P.M. From Memorial Day until Labor Day, the Landfill has extended hours on Monday evenings only until 6 p.m. You must be in and unloaded by closing time.