

Request for Proposal and Qualifications for Abatement Contractor Services #2305 City of Alexandria's Community Development Department

I. INTRODUCTION – RFP #2305

The City of Alexandria's *Community Development Department (CmDv)* is soliciting qualifications and proposals from State Licensed Asbestos Abatement Contractors to work on a Work Order, rotating assignment list. These services include and incorporate hazard abatement and/or disposal of residential and/or commercial structures in the City limits of Alexandria, Louisiana. The City is seeking one (1) licensed Abatement Contractor to participate in the program each year.

CmDv has a limited amount of funds to spend annually on addresses in the City's Nuisance Abatement Demolition Program. All abatement activity required by Asbestos Survey Testing Reports, prepared by others, and/or identified hazards will need to be removed prior to any demolition activity. Demolition work shall be performed by others, when applicable, under a separate contract. Types of abatement work shall include structures, residential or commercial, that:

- do not qualify as NESHAP Exempt, the presence of *asbestos containing materials (ACM)* that are above the established thresholds and must be properly abated, thereby considered regulated;
- do qualify as NESHAP Exempt but have transite siding or roofing, which is considered *asbestos containing materials (ACM)*, shall also be properly abated; and
- In structures that are collapsed, structurally unsafe and burned may also be treated as *regulated asbestos containing materials (RACM)*.

CmDv has a limited amount of funds to spend annually on abatement and demolition services. All properly submitted qualification submittals will be opened and evaluated. Based on proposed prices submitted, historical data and prior year experiences, CmDv will set prices per line item for each scope of work task proposed. The City reserves the right to set the Work Order price to the most advantageous to the City, after all other factors considered, including price negotiation, if needed. Contractors who agree to participate for the final set price will enter into an annual contract with the City with the option to annually renew contracts each year for up to two (2) additional years with the City. The City Council and the Mayor must approve all contracts prior to signing.

The rotating Work Order list is proposed to keep the work distributed to all authorized Contractors and intended as a way to expedite the process of actual abatement services without having to publically bid structures prior to award. CmDv's staff expertise and experience, along with the contracted Abatement Contractors must ensure the timely and successful completion of work and expenditure of funds for the program, City general funds and HUD CDBG grant.

II. ASBESTOS DEFINITIONS

NESHAP regulations for asbestos apply to certain demolition and renovation projects in facilities containing *Asbestos Containing Materials (ACM)* and/or assumed ACM. NESHAP rule usually requires that all friable ACM and some categories of non-friable ACM be removed before a building is demolished, and may require localized removal before or as part of a renovation. For renovation projects where friable ACM will be disturbed, the NESHAP rule may require appropriate work practices or procedures for the control of emissions. The following NESHAP definitions of ACM are important in interpreting which NESHAP requirement may apply:

- a. Friable asbestos-containing material: any material containing more than one (1) percent asbestos that when dry, can be crumbled, pulverized or reduced to powder by hand pressure.
- b. Category I non-friable asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than one (1) percent asbestos that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

- c. Category II non-friable asbestos –containing material: any material excluding Category I non-friable ACM, containing more than one (1) percent asbestos that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- d. Regulated asbestos-containing material (RACM):
 - i. Friable ACM
 - ii. Category I non-friable ACM that has become friable
 - iii. Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading
 - iv. Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the materials in the course of demolition or renovation operations regulated by NESHAP.

According to NESHAP, ACM does not need to be removed before demolition if:

- a. It is Category I non-friable ACM that is in good condition and is not made friable
- b. It is on a facility component that is enclosed in concrete or other similarly hard material and will be kept adequately wet whenever exposed during demolition activities.
- c. It was discovered after demolition began, and as a result, cannot be safely removed. If not removed, the material must be kept wet until disposal.
- d. It is Category II non-friable ACM and the probability is low that the material will become crumbled, pulverized, or reduced to powder during demolition.

III. SCOPE OF WORK

The Abatement Contractor will be expected to remove of asbestos containing materials (ACM) and perform all related tasks from the list below per address based on the provided Asbestos Survey Testing Report and/or scope of work. These services include and incorporate abatement, possible demolition and/or disposal of residential and/or commercial structures.

NOTE: Each line item task below assumes that the Contractor shall furnish all material, labor, equipment:

1. AAC-2 FORMS COMPLETED: provide the completed appropriate AAC-2 form to CmDv to authorize the issuance of the CDA Abatement Permit and may be subject to an audit by the City of Alexandria, EPA, LDEQ and/or HUD. LDEQ AAC-2 forms, either (a) or (b) as inserted at the end of the Asbestos Survey Testing Report, shall be required to be completed and submitted by the Contractor to LDEQ at least ten (10) business days prior to commencement of the abatement activities. The CDA Abatement Permit, however, will not be issued until the LDEQ ten (10) business day review period has expired.
 - a. AAC-2 (a) form – “Notification of Demolition and Renovation and Asbestos Contaminated Debris Activity Form”. See the form for specific details. Also, see Asbestos Summary, Guidelines, and Best Practice (Attachment #5).
 - b. AAC-2 (b) form – “Asbestos Negative Declaration, Demolition Notification Form”. See the form for specific details. Also, see Asbestos Summary, Guidelines, and Best Practice (Attachment #5).
 - c. LDEQ requires that when any property is ordered for demolition by a municipality, the awarded Contractor must submit a copy of the Condemnation Order Resolution authorized by City Council, with the AAC-2 form for review by LDEQ. This Resolution shall be attached after the AAC-2 form for the Contractor’s use and submittal. A representative of the municipality must also sign the AAC-2 form.
2. ADVF ISSUED, if required, and SOLID WASTE TRANSPORTER #: Asbestos Disposal Verification Form (ADVF) shall be sent to LDEQ then issued ADVF, if required, to transport and haul any type of solid waste in the State of Louisiana (LAC 33:VII), whether it is regulated by LESHAP / NESHAP or not. This information must also be included on the AAC-2 form, as applicable. Contact LDEQ Permit Support Services Divisions, Notifications and Accreditations Section at 225-219-1665 to apply for a SW transporter #.

3. WET ALL ABATEMENT / DEMOLITION ACTIVITY: physically wet all demolition activity during the entire process to minimize dust. Hose and nozzle size shall provide a minimum of 50 gallons per minute. See Air Quality regulation at LAC 33:III.1305 for use of water for control of dust.
 - a. In the event the Contractor's Water Supply Tank and/or Truck is unavailable, they will have the option for to rent a Fire Hydrant Meter with a check valve from the City's Water Department (318-441-6215) and return it monthly to pay usage fees. This would allow the Contractor to use a City fire hydrant as a water source. However, it is important to remember that there is not always a fire hydrant at every block so the need for additional hose lengths will be the responsibility of the Contractor.
 - b. If a Contractor is found using a Fire Hydrant without a check valve meter issued by the City, they will be subject to fines and penalties and may be disbarred from working with the City for up to two (2) years.
4. AIR MONITORING: clearance air monitoring shall be performed by the City Inspector with a minimum of 4 Phase Contrast Microscopy (PCM) ambient air samples shall be collected at the perimeter of the work area. Coordination will be required in advance so that air monitoring equipment can be set-up prior to the start of work.
 - a. The City Inspector is Louisiana accredited contractor/supervisor and analyzed using PCM in accordance with the National Institute for Occupational Safety and Health's (NIOSH) 7400 Analytical Method by persons with NIOSH 582 equivalent training and proficient per an American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing (PAT) Program.
 - b. Air clearance sampling is not required under AHERA, Chapter 27 and Chapter 51 if the building is to be demolished and not reoccupied.
5. ABATEMENT: abatement demolition work and disposal of hazardous materials shall be in compliance with NESHAP regulations, as well as Federal, State and local regulations.
6. REMOVE and DISPOSE OF ASBESTOS: asbestos containing materials (ACM) identified in the structure, such as flooring, tile / mastic, sheetrock texture / joint compound, sheet vinyl flooring, window caulking, chalk board mastic, roof parapet, transite roofing or siding, and any other locations specific in the attached Asbestos Survey Testing Report.
7. REMOVE and DISPOSE OF ENTIRE STRUCTURE: in the event that *Asbestos Testing Survey Report* was inconclusive due to the inability to enter the structure in fear of collapse, deemed unsafe for abatement or other acceptable reason, the identification page for the property shall be noted to treat the structure as "RACM Demo". This shall be in compliance with NYSDOL ICR 11.5 "Controlled Demolition with Asbestos in Place". This means that the Abatement Contractor shall abate, demolish, remove and dispose of the entire structure / debris as ACM. Transportation off-site of the removed ACM shall go to an approved disposal facility.
8. MONITOR and REMOVE DEBRIS: take whatever steps necessary to monitor the site and public street for rubbish and/or debris resulting from asbestos abatement work during the entire process and/or upon the completion of work, leaving the site acceptable to CmDv. This shall also include the proper disposal of those same materials.
9. DUMP TICKETS: provide receipts / weigh / dump tickets certifying disposal of materials at a legal landfill, certified hazardous waste site or recycling center, where applicable. Receipts must be submitted to CmDv with invoice for payment and may be subject to an audit by the City of Alexandria, EPA, LDEQ and/or HUD. Contractor shall provide the appropriate landfill information on the AAC-2 form and disposal of demolition debris as required by Federal and State law.
 - a. RACM must be disposed in a Type 1 or 2 solid waste permitted landfill that also has recognition in accordance with the Louisiana Air Quality regulations, in particular, LAC 33:III.5151.N. In addition, Category I and/or II ACM that becomes RACM during the demolition process, is subject to these same requirements.
 - b. Construction and demolition (C&D) debris that is not RACM may be disposed in a Construction and Demolition debris landfill that has a plan approved by the Solid Waste Section of the LDEQ Waste Permits Division to accept such waste.
 - i. Per 2009 LESHAP and Solid Waste Disposal Guidance, LDEQ encourages the intact removal of transite

siding and asbestos shingles prior to demolition to reduce hazards and allow disposal at C&D debris sites.

10. PROPERLY TRAINED PERSONNEL: all materials identified must be removed by properly trained and certified personnel.

- a. Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name or the rental company name, if applicable.
- b. Contractor shall have a qualified foreman on site at all times who is authorized to act on behalf of Contractor and capable of making on-site decisions.
- c. Contractor shall maintain safe working conditions by installing, operating, maintaining and protecting the project in a manner that will be safe, non-hazardous, sanitary and protective of persons and property. The Contractor shall provide all necessary barricades, signs and take all necessary precautions to protect buildings, property, personnel and the public.
- d. Contractor agrees to provide a drug free workplace which prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace. Contractor or any of their workers or subcontractors will be prohibited from smoking inside an occupied residence.
- e. Contractor must execute daily cleaning procedures to ensure that buildings, grounds and public properties are maintained free from accumulations of waste materials and rubbish, and shall promptly remove and dispose of all debris that may be a result of services. Flammable material must be removed from the subject property location daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of the City of Alexandria and the general public.
- f. Contractor shall also be responsible to keep all dirt, mud, water, etc out of City streets and off the City sidewalk at all times. In the event the incident does occur, the Contractor shall be responsible to clean the same within two (2) hours.
- g. During the demolition process, in the event there is an unauthorized discharge that causes an emergency condition, the discharger shall follow all procedures required in the Louisiana Administrative Code, Title 33, Part I, Subpart 2, Chapter 39 (LAC 33:I Ch39). The Contractor and/or their subcontractors may elect to maintain Pollution and Accidental Spill Coverage.
- h. Contractor shall keep all equipment and vehicles out of the City street and off the City sidewalk in effort to maximize the passage of traffic and street parking for neighboring residents. Contractor shall coordinate any traffic needs with the City of Alexandria Traffic Department (318-441-6126) and/or the LaDOTD.
- i. Contractor will remove all tools and equipment immediately after the completion of work.
- j. Contractor shall notify the CmDv of the presence of any asbestos, underground petroleum fuel tanks, hazardous type materials and/or other conditions found in the structures and/or on the property that was not cited in the Asbestos Survey Testing Report. This notification may trigger justification for a change order. The Contractor shall also be required to handle and abate those materials in accordance with Federal, State and local laws.

11. PARTY WALL ASBESTOS REMOVAL: in the event that the site address structure shares a common or party wall with an adjacent building or unit, it shall be the responsibility of the Abatement Contractor to ensure that no damage to the common or party wall occurs during demolition. Any damage that occurs as a result of the removal of ACM will be the responsibility of the Contractor and shall be fixed at the Contractor's expense. The face of the common or party walls remaining after abatement and/or demolition shall be rendered weather-tight and secure in a manner acceptable to CmDv.

12. MOBILIZATION and/or DEMOBILIZATION CHARGES: charges are allowed as a single line item, however, the intent is that several Work Orders will be assigned within one timeframe (for example: within one week) so that there is only one mobilization / demobilization charge for all jobs within that timeframe. Additionally, there could be an instance where only one Work Order is assigned and the mobilization / demobilization fee would need to be applied. In the event a job lapses two consecutive weeks, the return trip on Monday will not be considered an additional mobilization / demobilization fee.
13. THREE (3) DAY EMERGENCY ADDITIONAL FEE: Emergency situation must be declared by select City officials, when the Contractor is required to commence work within three (3) calendar days of written notification and all associated abatement and demolition debris removed within five (5) calendar days from issuance of the CDA Abatement Permit. This is a one-time flat fee that is added to the overall Work Order price.
14. TEN (10) DAY EXPEDITED ADDITIONAL FEE: Expedited situation must be declared by select City officials, when the Contractor is required to commence work within ten (10) calendar days of written notification and all associated abatement and demolition debris removed within ten (10) calendar days from the issuance of the CDA Abatement Permit. This is a one-time flat fee that is added to the overall Work Order price.
15. RESTRICTED ACCESS ADDITIONAL FEE: property locations where the street is less than 15 foot wide from back of curb to back of curb, which restricts the maneuverability of equipment and vehicles to access the site. Street width limitation may require the Contractor to hire additional personnel to flag traffic. This is a one-time flat fee that is added to the overall Work Order price.
 - a. If any phone, cable and/or other line, not controlled by the City, is hanging less than 14 foot above grade is the Contractors responsibility to contact the service provider or manage temporary access measures. If just this situation exists at a site, the Contractor will not be paid restricted access fee for this site condition.
 - b. If any City electrical service line is hanging less than 14 foot above grade, the Demolition Program Manager shall arrange for the Utility Department to temporarily raise the line during the demolition work. Contractor will need to coordinate a start date with the Demolition Program Manager / Utility Department at least 48 hours in advance. No restricted access fee will be paid for this site condition. Contractor to discuss this with the City Inspector at the time of CDA Site Pre-conference inspection.
16. COMPLIANCE WITH:
 - a. Air Quality per LAC 33:III.1305: Use of water for control of dust;
 - b. Solid Waste per LAC 33:VII.115: Waste segregation and disposal plan for proper disposition of wastes associated with demolition;
 - c. Refrigerant Handling per 40 CFR Part 82, Subpart F: Refrigerant recovery prior to disposal of air conditioning systems.

IV. ROTATING WORK ORDER ASSIGNMENT

CmDv will contract with the Abatement Contractor to perform abatement and/or demolition services for negotiated unit prices over the course of one calendar year from the date of contract signing, with the option for annual renewal for up to two (2) subsequent years. CmDv will select which structures / items are to be abated, demolished, removed, and/or disposed.

One (1) *Work Order assignment* shall be sent to the Contractor per address location where work is to be performed. The *Work Order* shall contain: a picture of the structure, the map identifying the location of the structure, the Asbestos Survey Testing Report (if applicable), and a copy of the City Council's Condemnation Order. The *Work Order* will also define the: the timeframe and price. If the Contractor agrees to the terms, they shall sign the *Work Order Form* and return it to CmDv. This will begin the process for the Abatement Contractor to sign required AAC-2 forms and submit to LDEQ for the ADVF forms, as applicable. This City generally condemns twenty-five properties at one time, therefore, multiple addresses may be assigned within one specific timeframe.

CmDv reserves the right to assign multiple abatement site locations within one *Work Order Assignment*, based on criteria to be pre-determined, such as proximity or other reason deemed valid by *CmDv*. This may be in effort to clear multiple properties within one general street area due to the impact on the immediate neighborhood. NOTE: In no event can structures within LESHAP's definition of 330 feet of one another be demolished on the same day and claim NESHAP Exemption.

The Contractor will not be authorized to perform any work or be entitled to any compensation unless *CmDv* has issued a *Work Order Assignment Form* that has been signed by both the Contractor and appropriate *CmDv* staff. The *Work Order Assignment Form* shall indicate the work to be performed, term of the assignment and the compensation to be paid.

Once the Contractor agrees to the terms, the Contractor and Inspector will both sign a *Work Order Assignment Form*. This can be handled at the mandatory CDA Site Pre-Conference Inspection and/or via email, if needed. This *Work Order Assignment* will be sent to the Contractor approximately thirty (30) calendar days prior to the *CDA Abatement Permit* being issued to start work to allow time for the Contractor to schedule work accordingly. The Contractor shall have a maximum of five (5) business days to execute the *Work Order Assignment Form* after receipt from *CmDv*. An example of a timetable would be:

Date	Task
August 3 rd	<i>CmDv</i> will present City Council with a list of properties to be condemned and demolished.
August 8 th	Condemnation Resolution numbers are provided to <i>CmDv</i> .
August 9 th	<ul style="list-style-type: none"> <i>CmDv</i> will email the Contractor a list of ALL properties within this "batch" that are to be abated and/or demolished to the assigned Contractor. <i>CmDv</i> will follow-up with a second email with each <i>Work Order Assignment Form</i> for each property awarded to a specific Contractor. "30 day" notification clock starts ticking. Be sure to schedule <i>CmDv</i> jobs in your upcoming calendar. The Contractor can begin schedule CDA Site Pre-conference inspections.
August 14 th	All <i>Work Order Assignment Forms</i> must be signed and returned to <i>CmDv</i> . <ul style="list-style-type: none"> If the job is accepted for the price shown, sign the WO and return. If a job is rejected, note that on the WO and return. This will count towards your maximum of 3 jobs rejected. Contractor to submit AAC-2 forms to <i>CmDv</i> for signature. Contractor to submit fully executed AAC-2 forms to LDEQ and await 10-day ADFV clearance to haul debris.
September 9 th	CDA Abatement Permits are issued to each Contractor per address. <ul style="list-style-type: none"> Contractor must start abatement within 5 working days of the first permit issuance.
October 6 th	All abatement work to be completed and cleaned from the site and pass CDA Abatement Final inspection.
October 21 st	Any broken sidewalk, curbs, streets, etc must be repaired, if applicable, at Contractor's expense and pass inspection by the City's Engineering Department.
October 22 nd	Certificate of Completion will be issued. <ul style="list-style-type: none"> Contractor to submit related invoices with address specific dump tickets.
November 22 nd	Contractor will be paid in full for services per address

V. TYPE OF CONTRACT

A Professional Service Agreement (PSA) will define the terms and conditions agreed upon by the City and the Contractor. The contract will be for one (1) calendar year, with the option to annually renew for two (2) subsequent years. Pricing escalation / de-escalation negotiation requests must be initiated and submitted in writing sixty (60) days prior to the contract expiration date. Any price adjustments must be resolved prior to the renewal period. **Contract renewals, if executed, will be handled as a Change Order for specific line item pricing changes and the extension for one additional year.**

- a. 2023-2024 will be the initial contract period for this RFP.
- b. 2024-2025 will be the first year renewal period.
- c. 2025-2026 will be the second and final year renewal period.

In the event that the original Contractor is no longer participating in the program, the City reserves the right to publish a RFP to solicit another Contractor. New Contractor(s) may be added to the rotation list at that time of renewal only under this circumstance. If a Contractor who is on the renewal cycle does not agree to the price and conditions of the new proposals, they are not required to participate in the new year's list and will be eligible to submit proposals in subsequent years.

No *Work Order* will be assigned until after a PSA has been fully executed. A copy of the proposed PSA containing requirements, terms and conditions will be provided to the Contractor at the time of contract negotiation. The City expects to execute the contract as soon as possible after the submittal date, however, no more than sixty (60) calendar days from the submittal response date.

The City reserves the right to revise any proposed contract in connection with negotiations with the Contractor and to revise any executed contract (as allowed by the contract terms & conditions) at any time to include additional terms and conditions as may be required. The City reserves the right, at its sole discretion, to completely terminate all negotiations in regard to the CmDv Abatement / Demolition Program (prior to contract execution) and request new submittals of qualification, if satisfactory contract negotiations are not reached within fifteen (15) business days after the submittal date. The City may elect to amend this contract to add the abatement of Lead Containing Materials (LCM) services in the event those services are needed by the City.

If a Contractor's participation on the *Work Order Assignment* list is terminated for *cause* or assignments are withdrawn for *cause*, CmDv shall provide written notification stating the reasons within thirty (30) calendar days. Contractors cited with reasons for *cause* may lead to contract termination, being removed from *in good standing status* and may be *debarred* for up to two (2) calendar years. Proper allowance shall be made for circumstances beyond the control of the Contractor. *Cause* may be any of the following reasons but not limited to:

- a. Failure to follow procedures / requirements defined in the *Work Order Assignment*;
- b. Failure to secure *CDA Demolition Permit* before starting work;
- c. Failure to wet demolition activity;
- d. Failure to coordinate air monitoring prior to start of work, if applicable;
- e. Failure to legally dispose of demolition debris and materials;
- f. Failure to call for inspections as defined on the *CDA Demolition Permit*;
- a. Failure to complete work within the time specified on the *CDA Demolition Permit* and/or approved extensions;
- b. Failure to complete tasks with good workmanship practices;
- c. Failure to clean and grade the site properly;
- d. Failure to provide required insurances, forms and/or documentation to CmDv or LDEQ;
- e. Failure to correct complaints / inspection failures / damages within the allocated time period;
- f. Rude or disrespectful behavior to City personnel;
- g. Any event that is determined as *cause* for a *Work Order Assignment* to be terminated by the City or for bid awards to be withdrawn.

The Contractor and City shall agree that should any dispute arise concerning the work performed under the *Abatement Services Contract*, *payment*, or *warranty*, the parties agree to submit the dispute in writing within ten (10) calendar days to the CmDv Administrator. A dispute resolution, in which the determination will be final and without recourse, will be provided in writing within thirty (30) calendar days of receipt of the dispute notice.

VI. CDA ABATEMENT PERMIT

After a Contractor executes signature on a *Work Order Assignment*, within approximately thirty (30) calendar days, the *CDA Abatement Permit* shall be issued to the Contractor to serve as the Notice to Proceed. This permit shall be at a cost of \$50.00 per Abatement Permit and must be paid at any time after the Work Order Assignment Form is executed but prior to the issuance

of the Abatement Permit. The fee is subject to change per City Council authority. Submittal requirements for the issuance of a *CDA Abatement Permit* shall be:

- a. Fully executed *Work Order Assignment*;
- b. Completed AAC-2 forms signed by the Contractor and City and submitted to *LDEQ*;
- c. Expiration of the ten (10) business day review period of the AAC-2 forms by *LDEQ*;
- d. ADVF form issued by *LDEQ* after an AAC-2(a) form has been reviewed.

CDA Abatement Permits issued by *CmDv* are valid for a maximum of thirty (30) calendar days from the date of issuance. One Abatement Permit will be issued per address, however, multiple Permits may be issued with the same issue date and expiration date. If multiple *CDA Abatement Permits* are issued at one time, the Contractor shall make every effort to abate all buildings assigned within the original thirty (30) calendar days from issuance. However, there shall not be more than five (5) calendar days from the end of address to the start of another. Being a part of the rotating Contractor list assumes that you will prioritize any *Work Order Assignments* without delay.

No rain days or holidays will be allowed to extend the permit expiration date. Any valid requests for permit extensions shall be submitted in writing for consideration / permission from the *CmDv* Administrator. Maximum number of extensions to be considered is one (1), which will provide a total of sixty (60) calendar days. However, extensions will only be granted in extreme circumstances. It shall be noted that there are specific deadlines that *CmDv* must comply to HUD, therefore, the Contractor shall not assume that any extension shall be granted.

The City reserves the right to inspect any and all permits, licenses and work at any time prior to or during the demolition process. The Contractor shall be responsible to procure all permits and licenses under federal, state and local laws, pay all charges and fees, including notifying 811 prior to the start of work. The City will have all utilities disconnected prior to the issuance of the *CDA Demolition Permit*.

In the event that the structure is demolished illegally, without permits or knowledge by *CmDv*, or by fire or natural disaster from the time of *Work Order Assignment* to the start of demolition activity, the *Work Order Assignment* may be withdrawn by *CmDv* and there shall be no commitment of payment. *CmDv* will make every effort to verify the existence of the structure prior to *assignment*.

Contractor shall be responsible for any damages they may cause, whether on public or private property. This shall include but not be limited to: busted sidewalk, curb or City street; utility line or tap; neighboring house or fence; etc. Contractor shall make repairs immediately but in no instance later than fifteen (15) calendar days after all demolition work is completed. A Certificate of Completion will not be issued nor will the Contractor will not be paid until all work has been repaired to City standards, as applicable.

Time is of the essence in the performance of the services of abatement and/or demolition and securing of structures. Failure of the Contractor to perform as described, or not complete all activities as required and provided herein, may result in the assessment of liquidated damages of \$500 per day.

VII. INSPECTIONS

In the process of a *Work Order Assignment* and the issuance of the *CDA Abatement Permit*, there are two (2) mandatory inspections required:

- a. *CDA Site Pre-Conference Inspection* – this inspection can be requested after the *Work Order Assignment* has been sent to the Contractor but before the *CDA Abatement Permit* is issued. Contractor shall request the inspection 24 hours in advance of the requested time by calling 318-449-5072. This inspection allows the Contractor to walk the site with the City Inspector to review scope of work, pricing, possible change orders, and timeline for completion of work. Contractor and Inspector can also sign the *Work Order Assignment Form* together after the inspection is completed to show that both parties agree. Painted items for removal may have washed away by weather conditions since the time it was originally marked. If the Contractor does not request a *CDA Site Pre-Conference Inspection*, *Change Orders* for conditions that could have been identified during the inspection will not be considered.

- b. CDA Abatement Final Inspection – Contractor shall request the inspection by calling 318-449-5072 to schedule the inspection 24 hours in advance of work being completed. In the event the work is not completed at the time of the final inspection and/or fails the inspection, the Contractor shall be subject to re-inspection fees. Re-inspection fees shall be due and paid prior to the Contractor being paid for work performed. The Contractor will not be paid for services until this inspection is passed.

VIII. CHANGE ORDERS

In the event the awarded Contractor rejects / passes on a specific property, *CmDv* reserves the right to consider a *Change Order* or to publish the scope of work under a separate RFP.

- a. If a *Change Order* is submitted by the Assigned Contractor, the price and conditions shall be considered. *CmDv* reserves the right to negotiate the price of the *Change Order* submitted. The Contractor has the right to reject the negotiated price or conditions, which will then be considered a rejected assignment.
- b. If the *Change Order* method is utilized for an entire job, the Contractor who rejected the initial *Work Order Assignment* would be eligible to submit a *Change Order* price. At that time, the lowest *Change Order* price submitted would be selected for the *Work Order Assignment*. *CmDv*'s Administrator must authorize all *Change Orders*.
- c. If the RFP method is utilized, the current awarded Contractor would be eligible to submit a proposal to the RFP. Example: This may be used if the City owns a property that needs to be abated and demolished. It would be considered a Public Project and would be required to follow different procurement and EPA regulations.
- d. Any potential *Change Order* requests should be discussed during the CDA Site Pre-conference Inspection with the City Inspector, if obvious at the time of visit.

Other site specific *Change Orders* may be considered on a case by case basis and will only be considered for unforeseen conditions disclosed during the course of work and which are necessary to complete the defined scope of work. The *Change Order* must specify the scope of work to be performed and a price for the same. The City Inspector must deem the requested change permissible and necessary. Any *Change Order* request must be submitted by the Contractor in writing to the *CmDv* Administrator. In the event that *CmDv* initiates the reason for the *Change Order*, the scope of work will be defined in writing to the Contractor for pricing request. All *Change Orders* must be fully executed prior to the start of the change in scope of work.

IX. INVOICING FOR PAYMENT

The payment amount for a specific property *Work Order Assignment* shall be agreed upon by a fixed fee schedule and/or a *Change Order*, as applicable. The Contractor is not authorized to perform any services, which exceed the authorized funding amount specified in a *Work Order Assignment* without prior written approval.

Once the work is complete and required inspections are passed, the Contractor will be issued a Certificate of Completion (CoC). The Contractor may submit an invoice at any time after the *CDA Abatement Permit* is issued. Each address where work was performed shall be listed on any related invoice submitted and an invoice can list more than one address. Invoice submittal questions may be directed to 318-449-5073. Invoices will not be paid until all requisite documentation, like dump tickets for each property, are submitted to *CmDv* and a CoC has been issued.

The City shall make a one-time payment to the Contractor for 100% of each property invoice under the *Work Order Assignment* amount due within thirty (30) calendar days of receipt of all requisite documentation. The City reserves the right to pay invoices individually per job or in bulk for all jobs completed and invoiced to date.

Payment for each *Abatement Services* invoice may be paid with either City general funds or HUD federal funds based on the availability of money each fiscal year. The funding source shall be identified on the *Work Order Assignment Form*, however, this is subject to change during the course of the project but have no impact to the Contractor.

X. MINIMUM PREREQUISITES

To be considered for award of this contract, the prime Contractor must have and provide the following minimum prerequisites:

- Hold and provide current / active Certificates of Insurance for the following required insurance coverages, which are to remain in force at all times during the contract period. It shall be the Demolition Contractors responsibility to ensure that any subcontractor(s) hired also have the same insurance coverages. The City reserves the right to request additional insurance coverage or terms during the contract negotiation period. The cost of any insurance deductibles shall be borne by the Contractor.
 - i. Commercial General Liability Insurance covering premises-operations, products-completed operations, independent contractors and contractual liability. Minimum combined single limit bodily injury/property damage coverage shall be \$1,000,000. Property Damage liability shall be \$1,000,000 each occurrence.
 - 1. Prior to the execution of the PSA, the Contractor shall have the City shall be added as an "Additional Insured" with regard to General Liability Insurance and shall provide a current Certificate of Insurance as confirmation of the same. The City shall receive ten (10) day notice of cancellation of any required coverage.
 - ii. Workers' Compensation Insurance pursuant to Louisiana Law.
 - iii. Commercial automotive liability insurance coverage, not less than the minimum State Law requirements, on all vehicles being used on this project in the contract award. The Contractor and/or Subcontractors shall be prohibited from using personal vehicles for the demolition of structures and hauling / removal of debris.
 - iv. An Umbrella Policy or excess may be used to meet minimum requirements.
- Contractor must provide written proof that they are not listed as an EPLS (Excluded Parties List System) on the Federal Government's SAM's (System for Award Management) website at www.sam.gov/portal/sam . Any bidder that is found listed on SAM's as in violation, shall automatically be rejected from bidding privileges, *CmDv Qualified Contractor Registration* and/or bid award, by Category and/or in its entirety.
- Contractor must already have a *COA / CmDv Contractor Registration* number on file or must complete an application at least three (3) business days prior to RFP submittal. Call 318-449-5072 for information. Document is available at www.cityofalexandria.com/Community-Development.
- Hold a status of *in good standing* with *CmDv*, if they have ever worked on *CmDv* or City projects in the past.
- Out of state corporations and/or limited liability companies shall furnish a certificate of registration to transact business in the State of Louisiana prior to signing of a contract with the City of Alexandria.
- Agree by document signature to show a good faith effort to comply with the City's AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork) Program. Participation by minority and/or disadvantaged business enterprise firms is encouraged. For more information on AFEAT and the City of Alexandria's Diversity in Action Initiative, and to explore a local and statewide directory of minority businesses, please visit www.diversityinaction.org or call 318-449-5015 for information.
- Agree by document signature to show a good faith effort to comply with the City's Non-Discrimination Statement. Call the City's Legal Division 318-449-5015. Furthermore, Contractor shall acknowledge that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- Agree by document signature that the Contractor is acknowledging that they have not been convicted of, nor has entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes.
- Any Contractor that is or has been involved in litigation in the last 5 years may be prohibited from participation. If the Contractor is or has been in litigation or has pending litigation arising out of the performance or delivery of services similar to those described herein, Contractor shall provide a brief explanation of the issues involved and the outcome, if resolved.

XI. MINIMUM QUALIFICATIONS

To be considered for award of this contract, the prime Contractor must have the following minimum qualifications:

- Hold an active License as a Hazard Abatement Contractor with the Louisiana State Licensing Board of Contractors (LSLBC), LDEQ, and EPA for the purpose of removal, encapsulating, enclosure, possible demolition and disposal of asbestos containing materials.
 - If a prime Contractor will be subcontracting some of the work out, the subcontractor's name, State licenses and information must be submitted at the time of submittal on Attachment #1.
- At least five (5) years of abatement experience working with a government public sector;
- An inventory of equipment readily available to perform all requested services. If the Contractor solely depends on renting of equipment (excavators, dumpsters, hauling trucks, etc) and the Contractor is habitually late on completing *Work Order Assignments*, this may be considered as *cause* for termination or a Work Order being withdrawn;
- Personnel capacity of a minimum of three (3) employees / contract labor to be onsite for any given project. One to perform wetting, one to operate equipment and one to transport disposal.
- A Solid Waste Transporter # is required to transport any type of solid waste in the State of Louisiana (LAC 33:VII). Contact LDEQ Permit Support Services Divisions, Notifications and Accreditations Section at 225-219-1665 to apply for a SW transporter #.

XII. EVALUATION CRITERIA

The RFP evaluation committee comprised of City staff will evaluate all Contractor qualifications based on the Evaluation Score Methodology chart below.

Evaluation Score Methodology	Max Points Available
Company years in business for services requested.	15 points
Capacity of readily accessible labor and equipment inventory. (Two points given for each piece of equipment in Contractor's existing inventory).	20 points
Capacity to perform the work without engaging in the use of any subcontractors. If subcontractors will be utilized, provide their names, license numbers and contact phone numbers.	10 points
Provide three (3) examples of abatement projects completed for other municipalities, towns and/or parish government with a contact person's name and phone number for reference.	10 points
Contractor's office / home base location for proximity, accessibility and mobilization to Alexandria.	10 points
Past work history with CmDv on demolition projects in the past five (5) years.	20 points
Fair and reasonable market rate fee schedule	15 points
Total Maximum Possible Score:	100 points

The City will then select the top highest ranked Contractor. The fee schedules will reviewed to identify the lowest responsible, responsive price per task. CmDv will define a set fee schedule per task based on existing cost data and submitted fee schedules. CmDv will then extend the offer to participate based on set pricing. CmDv may elect to collectively negotiate set prices, if necessary. If an agreement cannot be reached with the highest ranked Contractor, then CmDv will terminate negotiations. The next two (2) highest ranking Contractors may be contacted for negotiations. This process may continue until successful negotiations are achieved. If all efforts are exhausted, another RFP may be published.

XII. PARTICIPATION and SUBMITTAL INSTRUCTIONS AND DEADLINES

A Pre-Bid Conference is mandatory for all interested Contractors. The meeting will be held at 625 Murray Street, Second Floor, Planning Conference Room on September 14, 2023 at 2:00 pm.

Purpose is to discuss specific details and questions of the published RFP during this meeting. The Contractor can submit written questions via email prior to the Pre-Bid Conference, however, questions will only be answered during the Pre-Bid Conference and no other time. Any potential changes to the RFP, typically provided as an Addendum, will be verbally addressed in the Pre-Bid Conference. If a Contractor fails to attend this Mandatory Pre-Bid Conference, any bids submitted will be considered non-responsive and will be rejected.

RFP response submittals are due on September 28, 2023 at 9:00 am.

Faxed, emailed, mailed or delivered responses will be acceptable for convenience. However, it is recommended that all proposals be submitted via certified mail, physical or other commercial courier services so the Contractor will have a written record of the timely delivery. Since there is an opportunity for prices to be negotiated after proposals are submitted, there will not be a bid opening for the Contractors to attend.

Requested information must be submitted on the two (2) response forms provided, Attachment #1 (Contractor Qualifications) and #2 (Contractor Fee Schedule).

Responses must be typed, bound and signed within space provided. No additional sheets will be accepted, unless they specifically address litigation issues cited in Section IX.

Complete RFP packet may be obtained at the City of Alexandria's website. There is no charge to download bid documents. Visit www.cityofalexandria.com/rfp.

Postal and physical mail submittals shall be addressed to:	Other acceptable submittal methods:
City of Alexandria, Community Development Department	Email: cda@cityofalex.com
Attn: Chad Reed, Demo Program Manager	Fax: 318-449-5031
625 Murray Street, Suite 7 (mailing), Alexandria, LA 71301	Phone: 318-449-5071
625 Murray Street, Third Floor (physical), Alexandria, LA 71301	www.centralauctionhouse.com (225-810-4814)

Pursuant to Louisiana R.S. 38:2212 B.(6)(a) through E. (1-7) and R.S. 38:2212.1 B.(4)(a), vendors / Contractors have the option to submit their proposals electronically. Registration will need to be completed prior to posting of bid.

Task Description	Deadline Date
RFP published in Town Talk # 1 and posted to COA website	September 1, 2023
RFP published in Town Talk #2 advertisement	September 13, 2023
Mandatory Pre-Bid Conference	September 14, 2023 at 2:00 pm CST
RFP published in Town Talk #3 advertisement	September 24, 2023
Deadline for submitting a proposal	September 28, 2023 at 9:00 am CST
Notice of Intent to Award	Issued no later than October 13, 2023
Contract Start Date	No later than November 30, 2023

XII. RULES GOVERNING COMPETITION

The City reserves the right to reject any and all responses. Contractors not selected will be notified in writing by the City. The City reserves the right to revise any part of the RFP by issuing an addendum to the RFP at any time prior to the submission deadline. Issuance of this RFP in no way constitutes a commitment by the City to award a contract. The City reserves the right to accept or reject, in whole or part, all Qualification Responses submitted and/or cancel this announcement if it is determined to be in the City's best interest. All materials submitted in this response become the property of the City and selection or rejection of a submittal does not affect this right. The City also reserves the right, at its sole discretion, to waive administrative informalities contained in the RFP.

The City will not be responsible for costs associated with preparing the RFP, or for costs including attorney fees associated with any challenge (administrative, judicial or otherwise) to the determination of the highest-ranked Contractor(s) and/or awarded contract and/or rejection of qualification. By submitting a RFP each Contractor agrees to be bound in this respect and waives all claims to such costs and fees.

Applicants should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced in the RFP. Applicants should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

All RFP qualification responses must be signed by the Contractor authorized to enter into a PSA with the City. The name and title of the individual(s) signing the qualification must be clearly shown immediately below the signature.

Contractor selection shall be announced within fifteen (15) business days of the submittal deadline. All offers must be complete and irrevocable for sixty (60) business days following the submission date. All materials submitted in response to this RFP shall become the property of the City. One copy shall be retained for the official files of the City and will become public record after award of the contract.

A Contractor may withdraw a qualification submittal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new or modified qualification prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final qualification cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the City after the date of receipt and/or collective negotiations.

By RFP response submittal, the Contractor certifies that the prices submitted are done so without any previous understanding, agreement or connection with an 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.

XIII. REGULATIONS

The Contractor shall comply with all Federal, State and local laws, ordinances and regulations affecting the abatement, demolition and disposal of hazardous containing materials. This shall include all regulations for OSHA, NESHAP, LDEQ, HUD, Clean Air Act, etc. and included but not limited to:

- a. Occupational Safety and Health Administrations (OSHA):
 - i. Title 29 Code of Federal Regulations (CFR) Section 1910.1001 – General Industry Standard for Asbestos.
 - ii. 29 CFR Section 1910.1344 – Respiratory Protection
 - iii. 29 CFR Section 1926.1101 – Construction Industry Safety and Health Standards for Asbestos
 - iv. 29 CFR 1910.2 – Access to Employee Exposure and Medical Records
 - v. 29 CFR Section 1910.1200 – Hazard Communication
 - vi. 29 CFR Section 1910.145 – Specifications for Accident Prevention Signs and Tags
- b. Environmental Protection Agency (EPA):
 - i. Title 40 CFR Part 61 Subparts A and M (Revised Subpart B) – National Emission Standards for Asbestos

- ii. 40 CFR Part 61.146 – Standard for Demolition and Renovation – Notification Requirements
 - iii. 49 CFR 106, 107, 171-179 – Transportation Safety Act of 1974, Hazardous Material Transportation Act
- c. American National Standard Institute (ANSI) Publications:
- i. Z9.2-79 – Fundamentals Governing the Design and Operation of Local Exhaust Systems
 - ii. Z88.2-80 – Practice for Respiratory Protection

The Contractor shall protect and defend, at Contractor's expense, and indemnify and hold harmless, the City and its representatives, officers, agents, and employees from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensees of Contractor.

Some Work Order assignments may be Federally Funded, therefore, the Contractor and Subcontractors under the awarded contract must comply with HUD contract provisions 24 CFR Part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer, businesses owned by women or minorities are encouraged to bid.

All abatement / demolition debris to be disposed shall be dumped at a commercial dump facility as required by the classification of the debris. Weigh/dump tickets shall be submitted to CmDv with invoices for payment, as documentation of legal disposal prior to receiving payment. This may be subject to an audit by the City of Alexandria, EPA, LDEQ and/or HUD.

CmDv will qualify certain residential structure under the NESHAP Exemption, 40 CFR §61.141(1995), 60 Fed. Reg. 38725, 38726 (July 28, 1995)(to be codified at 7 CFR. 61.141), and LAC 33:III.51§5151(2019). Exemption requires a pre-demolition checklist for:

- a. Air Quality per LAC 33:III.1305: Use of water for control of dust;
- b. Solid Waste per LAC 33:VII.115: Waste segregation and disposal plan for proper disposition of wastes associated with demolition;
- c. Refrigerant Handling per 40 CFR Part 82, Subpart F: Refrigerant recovery prior to disposal of air conditioning systems.

During the abatement / demolition process, in the event there is an unauthorized discharge that causes an emergency condition, the discharger shall follow all procedures required in the Louisiana Administrative Code, Title 33, Part I, Subpart 2, Chapter 39 (LAC 33:I Ch39). The Contractor and/or their subcontractors may elect to maintain Pollution and Accidental Spill Coverage.

Any materials and/or equipment left on the site are the responsibility of the Contractor. Any loss of materials or equipment due to theft, vandalism, etc. shall be the total responsibility of the Contractor.

Salvage rights belong to Demolition Contractor, not the Abatement Contractor, unless the Abatement Contractor is authorized to treat the structure as RACM to remove and dispose of the entire structure, as defined on the *Work Order Assignment*

--END--

RFP #2305 Attachment #1 – Contractor Qualifications

PRIME CONTRACTOR NAME:			
BUSINESS STREET ADDRESS:			
BUSINESS CITY, STATE & ZIP:			
PHONE NUMBERS:	Office:	Cell:	
COA CONTRACTOR REGISTRATION #:			
LDEQ ABATEMENT LICENSE #:			
YEARS IN ABATEMENT BUSINESS :			
# OF LABOR PERSONNEL:			
TYPES OF EQUIPMENT IN BUSINESS INVENTORY: (check all that apply)	<input type="checkbox"/> Chain Saw <input type="checkbox"/> Excavator <input type="checkbox"/> Skid Steer	<input type="checkbox"/> Tractor/Trailer, Lowboy or Dump Trailer <input type="checkbox"/> Water Supply Tank (minimum 500 gal) <input type="checkbox"/> Water Hose & Nozzle (50 gal per min)	
POTENTIAL SUBCONTRACTOR #1:			
POTENTIAL SUBCONTRACTOR #2:			
POTENTIAL SUBCONTRACTOR #3:			
GOVT ENTITY REFERENCE #1:	Jurisdiction: _____ Project: _____ Contact Name: _____ Phone: _____		
GOVT ENTITY REFERENCE #2:	Jurisdiction: _____ Project: _____ Contact Name: _____ Phone: _____		
GOVT ENTITY REFERENCE #3:	Jurisdiction: _____ Project: _____ Contact Name: _____ Phone: _____		
ESTIMATED # OF ABATEMENT PROJECTS PREVIOUSLY COMPLETED FOR CMDV IN THE PAST 5 YEARS:			

Authorized Contractor's Signature

Date

RFP #2305 Attachment #1

Abatement Work Order Fee Schedule 2023-2024

Task	Work Description	Unit Price	Per
1	Wet all demolition activity	included	per job
2	Residential NESHAP Exempt structure, Collapsed, Non-Regulated ACM with transite for Abatement, Demolition & Disposal at C&D landfill		sf
3	Abate & Dispose of Asphaltic & Transite Roofing Materials as ACM, including on Exempted Structures		sf
4	Abate & Dispose of Transite Siding as ACM, soffit and fascia, including on Exempted Structures		sf
5	Commercial Regulated ACM, Collapsed, tested structure for Abatement, Demolition & Disposal at RACM landfill		sf
6	Collapsed Structure, ACM Abatement & Disposal (demolition by others)		sf
7	Abate & Dispose of Pipe and Pipe Fitting Insulation		lf
8	Abate & Dispose of Floor Tile & Mastic as ACM		sf
9	Abate & Dispose of Sheet Flooring as ACM		sf
10	Abate & Dispose of Window and Door Caulks and/or Glazing as ACM		lf
11	Abate & Dispose of Carpet & Mastic as ACM		sf
12	Abate & Dispose of Tar (like) Roofing Materials as ACM		sf
13	Abate & Dispose of Drywall & Joint Compound		sf
14	Abate & Dispose of Surfacing Materials as ACM, including plaster substrate, drywall wall & ceiling texture		sf
15	Abate & Dispose of Ceiling Tile as ACM		sf
16	Three (3) Day Expedited Additional Fee		per ADVF
17	Mobilization / Demobilization Fee (both count as 1 fee)		per trip
18	Per Diem (for multiple days on location & regardless of # in work crew)		per day
19	Excessive Debris Removal		hourly

1. Fee Schedules without completed signature / company information will automatically be rejected. All information must be completed in ink. Signature must be hand written. Electronic or stamped signatures will be considered non-responsive and will be rejected. All information requested on this Form must be typed, with the exception of the Authorized Signature.
2. This RFP does not represent a City public or urban project and is not part of a larger construction public project. These are *Nuisance Abatement Demolitions*.

Since Attachment #2 is on two (2) separate pages, Contractor must acknowledge receipt of this page.

Authorized Contractor's Signature

Date

All three (3) pages of RFP #2304 Attachment #1, #2 and this page must be returned as the RFP response proposal.

COMPANY NAME _____ DATE _____

STREET ADDRESS _____ P O BOX _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NUMBER _____ DUNS NUMBER _____

AUTHORIZED SIGNATURE: _____

EMAIL RFP #2305 COMPLETED FORM TO: cda@cityofalex.com by
Thursday, September 28, 2023 at 9:00 am.