

Request for Qualifications for Abatement Contractor Services City of Alexandria's Community Development Department

I. INTRODUCTION – RFQ #2004

The City of Alexandria's *Community Development Department (CmDv)* is soliciting qualifications from licensed Abatement Contractors to provide Abatement Services within the City limits of Alexandria, Louisiana, in accordance with the terms, conditions, and specifications contained in this document. These services include and incorporate hazard abatement and/or disposal of residential and/or commercial structures.

CmDv has a limited amount of funds to spend annually on addresses the City's Nuisance Abatement Demolitions. In structures 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. Abatement shall occur prior to demolition, therefore, the separate Demolition specifications will be structured so than an awarded Demolition Contractor will have no need to subcontract for any abatement on a particular site. Therefore, all abatement required by Asbestos Survey Testing Reports, provided by others, and/or identified hazards will need to be removed prior to any demolition activity. CmDv will then be notified to proceed with Demolition by others, when applicable.

CmDv's staff expertise and experience, along with the contracted Abatement Contractor's, must ensure the timely and successful completion of work and expenditure of funds for the program and grant. CmDv will process and qualify as many residential properties as possible for NESHAP Exemption, therefore, impacting the total number of properties that will require abatement.

All properly submitted qualification submittals will be opened and evaluated. Based on existing historical data collected and Contractor Fee Schedules submitted, CmDv will set price 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. The Contractor who agrees to participate with the final set price will enter into an annual contract with the City.

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. CmDv will provide Asbestos Survey Testing Report, provided by others, to identify asbestos containing materials for removal and disposal. Each line item task below assumes that the Contractor shall furnish all material, labor, equipment, tools, machines, insurances, notifications, etc. for:

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, 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.
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. See Air Quality regulation at LAC 33:III.1305 for use of water for control of dust.
4. AIR MONITORING: clearance air monitoring shall be performed and clearance sampling provided. A minimum of 4 Phase Contrast Microscopy (PCM) ambient air samples shall be collected at the perimeter of the work area. All air monitoring shall be performed by a 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.
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, 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, 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 the City official, when the Contractor is required to commence work within three (3) calendar days of written notification and all associated demolition debris removed within five (5) calendar days from issuance of the CDA Demolition 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 the City official, when the Contractor is required to commence work within ten (10) calendar days of written notification and all associated demolition debris removed within ten (10) calendar days from the issuance of the CDA Demolition 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 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. 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.
- b. 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.

IV. WORK ORDER ASSIGNMENT

CmDv will contract with the Abatement Contractor to perform abatement and/or demolition services for pre-determined unit prices over the course of one calendar year from the date of contract signing, with the option to renew for up to two (2) additional years. *CmDv* will select which structures / items are to be abated, demolished, removed, and/or disposed. NOTE: In no event can structures within LESHAP's definition of 330 feet of one another be demolished and claim NESHAP Exemption.

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, 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.

V. CDA ABATEMENT PERMIT ISSUANCE

Once the completed AAC-2 form and ADVF are received by *CmDv*, the *CDA Abatement Permit* will be issued and the Abatement Contractor may work to begin. The Contractor will not be authorized to perform any work or be entitled to any compensation unless *CmDv* has issued a *CDA Abatement Permit*. The Permit shall serve as the Notice to Proceed. This permit shall be of no cost to the Contractor operating under the *Work Order* system.

As a condition of the *CDA Abatement Permit*, a CDA Abatement Inspection shall be required. The inspection shall be scheduled by the Contractor a minimum of one (1) business days before the completion of material abatement removal. This provides the City with assurances that required abatement process is properly performed. The City reserves the right to inspect any and all permits, licenses and work at any time prior to or during the abatement / 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, as applicable.

CDA Abatement Permit issued by *CmDv* is valid for a maximum of fifteen (15) calendar days from the date of issuance. 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. Only one (1) extension will be considered, which will provide a total of thirty (30) calendar days. Submittal requirements for the issuance of a *CDA Abatement Permit* shall be:

- a. Fully executed *Work Order Assignment*;
- b. Completed AAC-2 forms;
- c. Expiration of the ten (10) business day review period of the AAC-2 forms by LDEQ;
- d. ADVF form issued by LDEQ if an AAC-2(a) form, as required;

CmDv has secured the disconnection of all utilities to the structure prior to the issuance of the *CDA Work Order*. All City taps are to remain, unless already removed by the City. Should a Contractor begin work and notice that utilities are not connected, the Contractor must notify *CmDv* as soon as possible so a City crew can be sent out to disconnect. The following requests for the disconnection of services through the City's Utility Division were as listed below.

- a. Electric (318-473-1354) – pull meter; cut down and remove overhead (OH) services; underground (UG) services should be disconnected and cut wire at ground level.
- b. Gas (318-441-6137) – pull meter and riser; shut off at the curb stop and disconnect service from curb stop.
- c. Water (318-441-6217) – pull meter; shut off at the corporation stop and disconnect service from corporation stop.
- d. Wastewater (318-441-6247) – no action required.

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* issuance to the time of demolition activity, the *Work Order* 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 issuance.

Time is of the essence in the performance of the services of abatement / 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.

VI. CHANGE ORDERS

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. Any *Change Order* request must be submitted by the Contractor in writing to the *CmDv* Administrator. 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. 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. *CmDv* reserves the right to consider a *Change Order* or to publish the scope of work under a separate RFP.

VII. 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 renew for two (2) additional years. Pricing escalation / de-escalation negotiation requests must be submitted in writing sixty (60) days prior to the contract expiration date. Any price adjustments must be resolved prior to the renewal period.

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 forty-five (45) calendar days from the date of RFQ submittal.

The City reserves the right to revise any proposed contract in connection with negotiations with Contractors 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 a Lead Abatement Grant / Program is secured by *CmDv*.

If a Contractor's may be cited for *cause* or assignments are withdrawn for *cause*, *CmDv* shall provide written notification stating the reasons within thirty (30) calendar days. A Contractor 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 Abatement Permit* before starting work;
- c. Failure to wet abatement / demolition activity;

- d. Failure to provide air monitoring services;
- e. Failure to legally dispose of abatement / demolition debris and materials;
- f. Failure to call for inspections as defined on the *CDA Abatement Permit*;
- a. Failure to complete work within the time specified on the *CDA Abatement Permit* and/or approved extension;
- 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 within the allocated time period;
- f. Any event that is determined as *cause* for a *Work Order Assignment* to be terminated by the City or for 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.

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.

VIII. 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 CoC will then be the trigger for the Contractor to invoice *CmDv*. Each address where work was performed must be invoiced and paid separately. Invoice submittal questions may be directed to 318-449-5073. Invoices will not be paid until all requisite documentation, like AAC-2 forms, ADVF's, dump tickets, etc as applicable, are submitted to *CmDv*.

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.

Payment for each *Abatement Service* 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.

IX. MINIMUM QUALIFICATIONS

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

- a. 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.
- b. At least five (5) years of abatement experience.
- c. 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 Abatement 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.
- d. 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.
 - e. 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 RFQ submittal. Call 318-449-5073 for information. Document is available at www.cityofalexandria.com/Community-Development.
 - f. Hold a status of *in good standing* with *CmDv*, if they have ever worked on *CmDv* or City projects in the past.
 - g. 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.
 - h. 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.
 - i. 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.
 - j. 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.

X. EVALUATION CRITERIA

An RFQ evaluation committee comprised of City staff, in conjunction with a hired Consultant, 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.	20 points
Capacity to perform the work without engaging in the use of any subcontractors. If subcontractors will be utilized, provide their names and contact phone numbers.	10 points
Provide three (3) examples of 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 abatement projects in the past five (5) years. This shall include any work performed as a Subcontractor to a Demolition Contractor.	20 points
Fair and reasonable market rate fee schedule	15 points
Total Maximum Possible Score:	100 points

CmDv will rank all submittals and compare all fee schedules. CmDv will then select the highest ranked Contractor and may elect to negotiate set prices, if necessary. If an agreement cannot be reached with the Contractor, then CmDv will notify the Contractor and terminate negotiations. The next highest ranked Contractor may be contacted for negotiations. This process may continue until successful negotiations are achieved. If all efforts are exhausted, an RFP may be published.

The intent is to have a final list of set unit prices per task listed in a Work Order. Task descriptions found in Section II and Attachment B will establish the final fee schedule. The estimated quantities on Attachment B do not necessarily reflect the actual quantities of debris that will be abated as part of this Contract. The estimated quantities will be used solely for the purpose of assisting CmDv in its evaluation of the bids for award of a Contract, if one is to be made. The Contractor shall pay all tipping fees, handling charges and disposal costs and the same shall be included in unit prices submitted on the Contractor Fee Schedule, Attachment B.

XI. PARTICIPATION and SUBMITTAL INSTRUCTIONS AND DEADLINES

Any questions about the RFQ must be submitted in writing by July 8, 2020 at 4:30 pm.

Responses will be posted with the original RFQ by the end of the business day on July 13th. All interested parties must visit the City's webpage to retrieve responses.

RFQ response submittals are due on July 17, 2020 at 9:00 am.

Faxed, emailed, mailed or delivered responses will be acceptable due to COVID-19 pandemic. 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.

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

Responses must be typed or legibly printed and bound within space provided. No additional sheets will be accepted.

Complete RFQ packet may be obtained at the City of Alexandria's website. There is no charge to download bid documents. Visit www.cityofalexandriala.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: Kenna Lavalais, Demo Program Manager	Fax: 318-449-5031
625 Murray Street, Suite 7 (mailing), Alexandria, LA 71301	
625 Murray Street, Third Floor (physical), Alexandria, LA 71301	

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 RFQ by issuing an addendum to the RFQ at any time prior to the submission deadline. Issuance of this RFQ 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 RFQ.

The City will not be responsible for costs associated with preparing the RFQ, 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 RFQ each Contractor agrees to be bound in this respect and waives all claims to such costs and fees.

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

All RFQ 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 RFQ 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 RFQ 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.

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*

XIV. ATTACHMENTS

The following attachments are considered material to the RFQ and are incorporated for all purposes as if copied verbatim. The Attachments include:

- a. Attachment A - Contractor Qualification Form
- b. Attachment B – Contractor Fee Schedule

--END--

RFQ #2004 Attachment #1 – Contractor Qualifications

PRIME CONTRACTOR NAME:	
BUSINESS STREET ADDRESS:	
BUSINESS CITY, STATE & ZIP:	
PHONE NUMBERS:	Office: _____ Cell: _____
COA CONTRACTOR REGISTRATION #:	
LSLBC LICENSE / REGISTRATION #:	
YEARS IN ABATEMENT BUSINESS :	
# OF LABOR PERSONNEL:	
TYPES OF EQUIPMENT IN BUSINESS INVENTORY: (check all that apply)	<input type="checkbox"/> Grade Tractor <input type="checkbox"/> Roll-off Dumpster: Size(s) _____ <input type="checkbox"/> Excavator <input type="checkbox"/> Tractor/Trailer, Lowboy or Dump Trailer <input type="checkbox"/> Air monitoring <input type="checkbox"/> Water Supply Tank and Hoses
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

RFQ #2004 Attachment #2 – Contractor Fee Schedule

Task #	Work Description	Unit Price	Per	Est. Qty.	Extended Price
1	Wet all demolition activity	included			
2	Air monitoring & results		each		
3	RACM Demolition & Disposal		sf		
4	Abate & Dispose of Pipe and Pipe Fitting Insulation & Debris		lf		
5	Abate & Dispose of Floor Tile & Mastic as ACM		sf		
6	Abate & Dispose of Sheet Flooring as ACM		sf		
7	Abate & Dispose of Window and Door Caulks and/or Glazing as ACM		lf		
8	Abate & Dispose of Carpet & Mastic as ACM		sf		
9	Abate & Dispose of Asphaltic Roofing Materials as ACM		sf		
10	Abate & Dispose of Drywall & Joint Compound		sf		
11	Abate & Dispose of Surfacing Materials as ACM, including plaster substrate, drywall wall & ceiling texture		sf		
12	Abate & Dispose of Ceiling Tile as ACM		sf		
13	Abate & Dispose of Transite Siding, Roofing, soffit and fascia, including on Exempted Structures		sf		
14	Three (3) Day Emergency Additional Fee		each		
15	Mobilization and/or Demobilization Fee		each		
				TOTAL	

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 below must be in legible print, with the exception of the Authorized Signature.
2. Work Description details shall be found in Section II of this document.
3. This RFQ does not represent a City public or urban project and is not part of a larger construction public project. These are *Nuisance Abatement Demolitions*.

ADDENDUM NUMBER(S) ACKNOWLEDGED, IF APPLICABLE: _____

COMPANY NAME _____ DATE _____

STREET ADDRESS _____ P O BOX _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NUMBER _____ DUNS NUMBER _____

AUTHORIZED SIGNATURE: _____