

Knox County Housing Authority

INVITATION FOR BID (IFB) NO. B25004

Asbestos Abatement Services



INVITATION FOR BIDS (IFB) No. B25004, Asbestos Abatement Services

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INTRODUCTION

The Knox County Housing Authority (hereinafter, “the Agency”) is a public entity that was formed in 1969 to provide federally subsidized housing and housing assistance to low-income families, within Knox County, IL. The Agency is headed by an Executive Director (ED) and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of Knox County, it is a separate entity from the County.

Currently, the Agency owns and/or manages: (a) a total of 424 units of Public Housing; (b) a total of 138 affordable housing units; and (c) a total of 220 Housing Choice Vouchers. The Agency currently has approximately 31 employees.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting quotes from qualified, licensed and insured entities to provide the above noted services to the Agency. All quotes submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

IFB INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Ms. Lefler.)	Cheryl Lefler, Assistant Director Telephone: (309) 342-8129, ext. 1214 E-mail: clefler@knoxhousing.org TDD/TTY: (800)526-0844
HOW TO OBTAIN THE IFB DOCUMENTS ON THE EPROCUREMENT HOUSING AGENCY MARKETPLACE	<ol style="list-style-type: none"> 1. Access ha.internationaleprocurement.com 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Housing Agency Marketplace, please call customer support at (866)526-9266.
PRE-BID CONFERENCE	None scheduled at this time.
QUESTION SUBMITTAL DEADLINE	Monday, May 13, 2024, 10:00 a.m. CT
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	<ol style="list-style-type: none"> 1. As directed within Section 3.2.1 of the IFB document, enter proposed pricing where provided within the eProcurement Housing Agency Marketplace. 2. As instructed within Section 3.0 of the IFB document, submit 1 copy of your “hard copy” bid to the Agency Administrative Office.
BID SUBMITAL RETURN & DEADLINE	<p>*Monday, May 20, 2023, 10:00 a.m. CT</p> <p>Administration Offices: 216 W. Simmons Street, Galesburg, IL 61401 (*The proposed costs must be entered on the eProcurement Housing Agency Marketplace and the sealed “hard copy” bid documentation must be received in-hand and time-stamped by the Agency by no later than 10:00 a.m. CT on this date).</p>

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- 1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not award a contract pursuant to this IFB.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the Contractor(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder (hereinafter, "Contractor") shall provide the services called for in this IFB.
 - 1.5 Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
 - 1.7 Right to Reject Any Bid.** Reject and not consider any bid or bidder that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bidders offering alternate or non-requested services.
 - 1.8 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.9 Right to Prohibit.** At any time during the IFB or contract process, prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the eProcurement Marketplace (hereinafter, the "eProcurement Marketplace" or the "Marketplace") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective or actual bidder, of any responsibility pertaining to such issue.
 - 1.10 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

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2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is seeking proposals from qualified, licensed and insured entities to provide asbestos abatement services on a task order basis (task order means that services will be ordered by the Agency on an as-needed basis). No minimum amount of work is guaranteed.

2.1 General Description of Services.

- 2.1.1 The removal and disposition of asbestos containing materials shall be in accordance with industrial standards as well as all Federal, State and local regulations.
- 2.1.2 All asbestos containing materials must be removed and disposed of by a licensed and certified professional in accordance with Federal and State law.
- 2.1.3 The Contractor shall provide all material, labor and equipment necessary to complete the project.
- 2.1.4 The Contractor is responsible for obtaining all permits and inspections required to complete the work.
- 2.1.5 The Contractor is required to furnish copies of the proper notifications, air monitoring results, disposal receipts and all other required submittals after the completion of the project.
- 2.1.6 **Approximate Unit Sizes.** The Contractor is responsible for exact measurements.

[Table No. 3]

RFP Section	Site No.	Site Name	Site Address/Locations
2.1.6.1	1	Moon Towers	255 W. Tompkins Street, Galesburg, IL
			VCT
		Efficiency Unit	388 to 404 SF
		1 bedroom unit	514 to 565 SF
		2 bedroom unit	790 to 800 SF
		Accessible 1 bedroom unit	770 SF
		Pipe Fittings	

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2.1.6.2	2	Family Sites	Woodland Bend, 480 Iowa Avenue, Galesburg, IL 61401 Cedar Creek Place, 1598 McKnight Street, Galesburg, IL 61401 Whispering Hollow, 1064 W. South Street, Galesburg, IL 61401
			VCT
		2 bedroom unit	714 SF
		3 bedroom unit	992 SF
		4 bedroom unit	1130 SF
		5 bedroom unit	1302 SF
		Accessible 2 bedroom unit	714 SF
		Accessible 3 bedroom unit	996 SF
		Accessible 4 bedroom unit	1390 SF
		Accessible 5 bedroom unit	1430 SF
2.1.6.3	3	Bluebell Tower	300 N. Jefferson Street, Abingdon, IL 61410
			VCT
		1 bedroom unit	580 to 590 SF
		2 bedroom unit	908 SF
		Accessible 1 bedroom unit	560 SF
		Pipe fittings	

2.2 Previous/Current Contractor. The Agency's current contractor for these services is Iowa Illinois Taylor Insulation Systems, Inc.

2.3 Contractor Responsibilities (in alpha order).

2.3.1 Access for Emergency Vehicles. The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

2.3.2 Communication. The Agency shall be the primary on-site point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the Agency during or between visits;

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however, all requests for changes or decisions shall be submitted to the Agency and approved by the Executive Director after receipt and consideration of written request from the Agency. The Agency anticipates that it will typically decide in such matters within 3 workdays of receipt, though such response timeframe may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible. When construction commences, all communication must be directed to the designated Agency contact person only.

2.3.3 Debris. The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).

2.3.3.1 All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.

2.3.3.2 The Contractor must examine the work area and determine any unsuitable work condition.

2.3.3.3 Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.

2.3.3.4 The Contractor shall provide a construction dumpster as needed to dispose and removal all debris. The use of the Agency dumpsters is prohibited.

2.3.4 Labor Rates All-inclusive. Unless otherwise provided for herein, the labor fees quoted shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to tools; equipment; insurance; licensing; employee costs, including benefits; etc.

2.3.5 "Or Equal" Specifications. Herein, or within the attached specifications, whenever the Agency has listed a specific brand name the words "or equal" shall automatically apply thereto. This term "or equal" means that the apparent successful quoter may propose to provide an alternate product as long as such proposed alternate product, in the opinion of the Agency, meets the minimum specifications. As detailed within Section 9.3.B.3 of HUD Procurement Handbook 7460.8 REV 2, brand names are listed herein for "establishing design and quality standards" for the product identified. If a quoter wishes to provide a different product than the product the Agency has identified, the Agency will be pleased to respond to any specific written request from a quoter with a listing of the "essential characteristics" for any such product (the quoter may also, if he/she wishes, wait to see if the firm is the apparent successful quoter then submit such written request after the quote submittal deadline when the Agency will evaluate such alternate products, if submitted).

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- 2.3.6 Payroll Reports (pertaining to construction-related projects only).** The Contractor shall, during the term of the work, within 7 days of the end of any weekly payroll period, forward to the Agency a copy of the weekly payroll. The Contractor is hereby made aware that the Agency will conduct periodic on-site wage surveys of the Contractor's staff working at the site. It is the responsibility of the Contractor to ensure that such work staff cooperate fully with the Agency interviewer. Relating to such interviews, please also see form HUD-11 (08/2004).
- 2.3.7 Permits.** If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: The Agency will reimburse the Contractor for the government-mandated fees pertaining to such permits, but not for additional labor, profit, or overhead for obtaining such).
- 2.3.8 Required Licensing.** The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the County of Leon (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of Florida.
- 2.3.9 Response Time.** Once ordered to proceed with work at a specific unit by the Agency, the Contractor shall complete the work in a timely manner as directed by the Agency.
- 2.3.10 Retainage (pertaining to construction-related projects only).** Retainage for this work shall be in the amount of 10 percent, which shall be applied to each payment until final payment, at which time all retainage held will be paid by the Agency to the Contractor.
- 2.3.11 Safety Standards.** It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. The Contractor shall, upon request from the Agency, provide the Agency with a copy of its safety policy.
- 2.3.12 Security during Work.** The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four-hour basis, not just during the normal work hours.
- 2.3.13 Site Assessment (typically pertaining to construction-related projects).** The Contractor and contracted subcontractors are strongly encouraged to examine the project site before submitting a quote.
- 2.2.13.1** The Contractor must contact the Agency Contact Person listed within the preceding Table No. 2 herein to schedule a site visit. Unscheduled site visits are prohibited. Allow a minimum three (3) business days to schedule an appointment.

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- 2.3.14 Temporary Facilities.** It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.
- 2.3.15 Tools/Equipment/Materials.** The Contractor shall always ensure that during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. If applicable, as the building the Contractor will be working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that traffic areas are clear for access and egress.
- 2.3.16 Warranty/Guarantee.** All work provided by any Contractor pursuant to any contract that ensues from this QS{ shall be warranted or guaranteed by that Contractor for a period of not less than 180 days. The Contractor will provide all labor for warranty work for the length of the manufacturers warrant on a new system that the Contractor installs.
- 2.3.17 Weekends.** Unless otherwise approved by the Agency in writing, the Contractor shall not perform work on Agency property during a holiday nor weekend days (Saturday or Sunday).
- 2.3.18 Work Standards.** It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the Knox County, IL (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Illinois, or any applicable Federal Agency. Smoking is prohibited within the building and on the within the building property boundaries.
- 2.4 Method of and Procedure to Award (Task Order).** The Agency will retain the right to contract with any of the bidders as a result of this IFB, which contracting shall occur in the following manner (this is sometimes called "forming a pool" of contractors that the Agency may draw from; also note that the Agency reserves the right to not immediately form a pool—to initially award to one firm only—then to form the pool at any time during the ensuing contract period or periods):
- 2.4.1** As detailed within the following Section 3.3 herein (most specifically, Section 3.3.1), if a pool of contractors is formed, each bidder will be

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ranked by the total calculated bid sum submitted in response to this IFB. Please also see IFB Attachment H, attached hereto.

2.4.2 When the Agency has need of work, the Agency staff assigned will contact the 1st-ranked Contractor to ascertain as to whether that Contractor is available to do the work within the reasonable timeframe the Agency has established for that work (typically, “reasonable” shall be met at the site within 1 workday and begin work within 1 workday thereafter). If the 1st-ranked Contractor is not available, the Agency will proceed to the next-ranked Contractor, and so forth, until the Agency has located an available Contractor. The Agency will use the form attached as IFB Attachment H, attached hereto, to record this information.

2.4.2.1 “Typical” Definition Pertaining to Emergencies. There may be instances when it is not reasonable to wait for the needed services to be completed, when service is required from a Contractor immediately, meaning a Contractor is needed to drive to the site quickly. In such cases the Agency reserves the right to (and probably will) suspend the one-day required response time defined within the immediate-preceding Section 2.4.2 and will seek a Contractor who within the previously described pool rotation who is immediately available.

2.4.3 Procedure to Award (Task Order). Once an available Contractor has been chosen (as detailed within the preceding Section 2.4 herein), the Contractor and the Agency representative will meet at the applicable unit or site, conduct the inspection, and mutually determine the extent of the required work and arrive at an agreed-upon cost, which shall be calculated based upon the unit costs listed within the appropriate appendix of the contract).

2.5 Possible Construction-related Work. Though the Agency shall reserve the right to contract with the successful bidder(s) to provide what may eventually be determined to be construction-related work (hence, the inclusion of a number of HUD forms are attached hereto that relate to construction-related services and additional clauses pertaining to Davis-Bacon), such task order awards for construction-related work will be atypical in that the Agency will typically use the successful bidder(s) for on-call work. Any such work determined to be construction-related will not be major in nature, but typically will be for such things as the rehabilitation of a fire-damaged unit.

2.5.1 Bonds. The purpose of this IFB is to typically award work with a value less than \$10,000 per task order (typically, perhaps much less). Therefore, we do not anticipate that payment and performance bonds will be typically necessary. However, in the rare case that such bonds are necessary for a task order, the Agency will negotiate with the Contractor a fair and reasonable cost to reimburse the Contractor for such, which cost will NOT include any profit and overhead for providing such bond(s), if required by the Agency.

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3.0 BID FORMAT.

3.1 Two-step Bidding Process. All bidders will initially submit the documentation/information detailed within the following listed Step #1 of the following Table No. 4 herein. Then, the Agency anticipates that it will notify the apparent low bidder(s) to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step #2 within the same Table.

3.1.1 Tabbed Bid Submittal. As may be further described herein, the Agency intends to retain a Contractor(s) pursuant to a “Low Bid” basis by placing firms in a “Pool,” also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so that each tab can be located without opening the bid and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 4]

IFB Section	Tab No.	Description
3.1.1.1		Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.
3.1.1.1.1	1	Form of Bid. This Form is attached hereto as Attachment A to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.1.2	2	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached hereto as Attachment B to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.1.3	3	form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs.</i> This Form is attached hereto as Attachment B to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3.1.1.1.4	4	Section 3 Compliance Agreement (NOTE: Please read and complete form and submit.)

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3.1.1.1.5		NOTE: As directed within the following Section 3.2, bidders MUST NOT submit any pricing accompanying this above required documentation; pricing shall be submitted online only.
3.1.1.2		Step #2: Documentation/information to be submitted, within 5 days, only by the apparent low bidder(s) when directed to do so by the Agency.
3.1.1.2.1	1	Licensing. Submit under this Tab the license(s) detailed within the following Section 5.4 herein.
3.1.1.2.2	2	Proposed Services. The bidder shall place under this tab documentation further explaining the bidder's services and showing how the bidder intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to: <u>(NOTE: Though the bidder is not limited by such, the Agency anticipates that the total documentation submitted under this Tab will be at a maximum of 1-2 pages.)</u>
3.1.1.2.2.1		A brief description of the proposed safety and quality assurance program.
3.1.1.2.2.2		A complete description of the products and services the firm provides.
3.1.1.2.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.
3.1.1.2.4	4	Managerial Capacity/Financial Viability. The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the bid's qualifications to provide the services, including a description of the background and current organization of the firm.
3.1.1.2.5	5	Client Information. The bidder shall submit a listing of former or current clients, including multi-family housing (i.e., apartment complexes of a similar nature), for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.1.2.5.1		The client's name;
3.1.1.2.5.2		The client's contact name;
3.1.1.2.5.3		The client's telephone number and e-mail address;

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3.1.1.2.5.4		A brief narrative description and scope of the service(s) and the dates the services were/are provided.
3.1.1.2.6	6	Equal Employment Opportunity/Supplier Diversity. The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).
3.1.1.2.7	7	Subcontractor/Joint Venture Information (Optional Item). The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Such information pertaining to subcontractors shall include for each such firm the: firm name; name of contact person; telephone and email address; and the State of Illinois contractor license number.
3.1.1.2.8	8	Other Information (Optional Item). The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation.
3.1.1.2.9		Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.3 herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.
3.1.1.2.10		Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” <u>DO NOT</u> eliminate any of the tabs.
3.1.1.2.11		Bid Submittal Binding Method. It is preferable and recommended that the bidder bind the bid submittals in such a manner that the Agency can, if needed, remove the binding (i.e., “spiral-type” etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, then conveniently return the bid submittal to its original condition.

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3.2 Entry of Proposed Fees.

3.2.1 *The proposed fees shall be submitted by the bidder and received by the Agency where provided on the eProcurement Housing Agency Marketplace only. Do not submit, enter or refer to any fees or costs within the 10-tab “hard copy” bid submittal detailed within Section 3.0—any bidder that does so may, at the Agency’s discretion, be rejected without further consideration.*

3.2.2 Pricing Items. The proposed fees (Pricing Items) shall be submitted by the bidder and received by the Agency where provided within the eProcurement Housing Agency Marketplace only. Do not submit, enter or refer to any fees or costs within the 4-tab “hard copy” bid submittal detailed within Section 3.0—any bidder that does so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful bidder will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically otherwise agreed to by the Agency; etc.

[Table No. 5]

RFP Section	Item No.	Qty	U/M	Description
3.2.1				Asbestos Abatement Services
3.2.1.1	1	3	Each	Moon Towers, efficiency unit
3.2.1.2	2	3	Each	Moon Towers, 1 bedroom unit
3.2.1.3	3	1	Each	Moon Towers, 2 bedroom unit
3.2.1.4	4	1	Each	Moon Towers, 1 bedroom accessible unit
3.2.1.5	5	1	Each	Moon Towers, Less than 50 pipe fittings
3.2.1.6	6	1	Each	Moon Towers, More than 50 pipe fittings
3.2.1.7	7	2	Each	Family Sites, 2 bedroom unit
3.2.1.8	8	4	Each	Family Sites, 3 bedroom unit
3.2.1.9	9	3	Each	Family Sites, 4 bedroom unit
3.2.1.10	10	1	Each	Family Sites, 5 bedroom unit
3.2.1.11	11	1	Each	Family Sites, 2 bedroom accessible unit
3.2.1.12	12	1	Each	Family Sites, 3 bedroom accessible unit
3.2.1.13	13	1	Each	Family Sites, 4 bedroom accessible unit
3.2.1.14	14	1	Each	Family Sites, 5 bedroom accessible unit
3.2.1.15	15	1	Each	Bluebell Tower, 1 bedroom unit
3.2.1.16	16	1	Each	Bluebell Tower, 2 bedroom unit
3.2.1.17	17	1	Each	Bluebell Tower, Less than 50 pipe fittings
3.2.1.18	18	1	Each	Bluebell Tower, More than 50 pipe fittings

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3.2.1.19	19	10	Each	Mobilization Fee
3.2.1.20	20	50	Each	Additional labor rate as may be required
3.2.1.21	21	5,000	Dollars	Agency-approved supplies/materials that may be needed to complete the services
3.2.1.22	22	10	Each	Optional Trip Charge

3.3 Additional Information Pertaining to each Pricing Item.

3.3.1 Quantities. All quantities entered by the Agency herein and within the corresponding Pricing Items on the Housing Agency Marketplace are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB, as the Agency anticipates that the ensuing contract may be a Requirements Contract, in which case the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services the Agency requires. Please note the immediate following exception to the aforementioned “Requirements Contract” language.

3.3.1.1 Exception to 3.3.1. Though the Agency anticipates that it might make award to one firm only, the Agency retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

3.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount. As may be further detailed herein, most specifically within the immediate-preceding Section 3.3.1.1 herein, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$2,000; (b) NMCA: \$200,000 (each shall be annual amounts).

3.3.1.1.2 Exceptions Pertaining to the GCMA.

3.3.1.1.2.1 The noted GCMA (but not the entire Contract, only the

restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of 3 requests from the Agency to be available for work during the contract period.

3.3.1.1.2.2 (PLEASE NOTE: This clause does not pertain to any firm that, as detailed within the immediate-preceding Section 3.3.1.1.2.1 herein, has had the GCMA declared null and void during the current contract period). If, during the final 3 months of the contract period, the Agency has not made a task order award to any Contractor(s) in the pool that would ensure that award(s) to the Contractor reaches the \$2,000 GCMA, the Agency shall retain the right to suspend the process detailed within Section 2.5 herein and complete an award directly to any such Contractor, thereby reaching the GCMA (once the GCMA has been met, this exception is no longer available during that contract period and the procedure set within the preceding Section 2.5 herein is again in affect).

3.3.2 Entry of Proposed Fees in the eProcurement Housing Agency Marketplace.

3.3.2.1 Realistic Cost Proposed for each Pricing Item. Each bidder is strongly encouraged to enter where provided within the eProcurement Housing Agency Marketplace a realistic cost for each Pricing Item, especially the hourly fees required. For example, if the successful bidder enters \$1.00 for an hourly Pricing Item (bidders typically do so to improve their position regarding the ranking of bidders), then the \$1.00 is what the successful bidder will charge the Agency for any work that the Agency may retain the successful bidder to provide related to that Pricing Item if the Agency deems such retention is in the Agency's best interests to do so. Accordingly, it is the Agency's opinion that it is very much in the best interests of the bidder to propose a realistic cost for each Pricing Item. If, despite this warning, the successful bidder proposes a fee that the Agency

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deems is not realistic, then the Agency reserves the right to require the successful bidder to, at contract execution, present a cash bond in a suitable amount (i.e., \$5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful bidder will fulfill his/her obligation in this matter.

3.3.2.2 Review the Entry of Proposed Fees. After a bidder has entered where provided within the eProcurement Housing Agency Marketplace his/her proposed unit costs for the Pricing Items, the Housing Agency Marketplace will automatically multiply the proposed unit costs by the listed quantities. The Agency strongly recommends that each bidder, after entry of these proposed fees within the eProcurement Housing Agency Marketplace, print the receipt provided and review the entry to ensure that the bidder has entered the proposed fees correctly (the Housing Agency Marketplace will allow the bidder to immediately re-enter the Housing Agency Marketplace at any time prior to the posted deadline to correct any such entry). The bidder will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to determine the apparent low bidder.

3.3.2.3 Determination of the Lowest Calculated Costs. After a bidder has entered where provided within the Housing Agency Marketplace his/her proposed unit costs for the Pricing Items, the Housing Agency Marketplace will automatically multiply the proposed unit costs by the listed quantities. The total sum of all Pricing Items will determine the lowest bidder and/or the ranking order for placement within the ensuing pool of contractors that may be formed (as long as such firm(s) are deemed responsive and responsible).

3.3.2.3.1 Agency Option. The Agency has the right to, at its sole discretion, combine Lots for award based upon the total calculated amounts for those combined Lots being a lower cost than such combinations for other bidders.

3.3.2.4 No Negotiation of Proposed Fees after the Submittal Deadline. The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, bidders are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Table No. 5 herein that the bidder chooses to submit a proposed cost for.

3.3.2.5 Placement in the Pool. The Agency reserves the right to not place any bidder within the aforementioned pool that, in the opinion of the Agency, proposes a cost that is deemed by the Agency to be

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unreasonable. For example (the following named costs are examples only and not to be utilized as a "target" cost to be proposed), if it is the Agency's opinion that a reasonable fee for the work is \$80.00 per hour (sample only, NOT a recommended target!) and a bidder proposes a fee of \$150.00 an hour (or \$1.00 per hour), then the Agency reserves the right to make a determination that the costs proposed are not reasonable.

3.3.2.6 Supplies/Materials (Pricing Item No. 21). Each bidder shall enter pricing for these Pricing Item where provided for within the eProcurement Housing Agency Marketplace as a percentage over cost. For instance, if the bidder wishes to provide such items at cost, he/she shall enter "1.00" within the cost area for this item; if the bidder wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. The eProcurement Housing Agency Marketplace will perform the extended calculations. Please note that this fee bid shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the Agency site. Also, the Agency reserves the right to:

3.3.2.6.1 Require the Contractor to garner such needed supplies directly from the Agency; and/or

3.3.2.6.2 Procure directly from a supplier of the Agency's choosing any supplies/materials that the Contractor may require to provide the services.

3.3.2.6.3 In any case, the Agency anticipates (and shall require) that the Contractor will procure such supplies/materials from suppliers at a fair and reasonable "market rate" cost. The Agency reserves the right to not reimburse the Contractor for any portion of any such costs that are deemed by the Agency to be unfair and unreasonable ("deemed," meaning in the opinion of the Agency based on a comparison of such costs with costs for similar items that may have been or could have been procured as detailed within the immediate-preceding Section 3.3.2.6.2).

3.3.2.6.4 Please note that the information within the following Section 3.3.3 herein does not apply to the supply rates identified within this Section 3.3.2.6; meaning, the "percentage of cost rate" proposed will remain set throughout the ensuing contract periods.

3.3.2.6.5 Determination of the Lowest Calculated Cost. After a bidder has entered where provided within the Housing Agency Marketplace his/her proposed unit costs for the Pricing Items, the Housing Agency Marketplace will automatically multiply the proposed unit costs by the listed quantities. The total sum of all the line items will determine the lowest bidder and/or the ranking order for placement within the ensuing pool of contractors that may be formed.

3.3.2.7 Trip Charge (Optional Pricing Item No. 22). The Contractor will not be typically paid for “windshield time” (i.e., travel time to get to the Agency work site and then return to the Contractor’s home site); however, a quoter may choose to charge a trip charge to cover such “windshield time.”

3.3.2.7.1 No Charge. Pertaining to this Pricing Item, if a quoter chooses to enter a “No Charge” for such a trip charge, such means that, if awarded the contract, the quoter WILL NOT ever, during the term of the contract, receive payment for this service, though the quoter will provide such service at the request of the Agency at any time and at any quantity during the contract period as may be ordered by the Agency.

3.3.2.7.2 Trip Charge for an Estimate. In any case, a Trip Charge to give an estimate will only be paid by the Agency if the Agency does not retain the Contractor to do the work (which means that if the Agency retains the Contractor to do the work listed within the estimate, the potential of the Trip Charge becomes moot).

3.3.2.7.3 Round Trip. The trip charge, if implemented, shall be round-trip allowing the Contractor to get his/her crew to and from the Agency site that the work is to be performed at.

3.3.3 Potential Price Escalation. Pertaining to the ensuing contract, the successful bidder may receive an escalation in costs as detailed following:

3.3.3.1 Labor Costs. At the discretion of the ED, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar State of Illinois Prevailing Wage Rates for Knox County. For example, if at the end of the first contract period the listed prevailing wage rates

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increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the ED's discretion, be entitled to a 5% increase in the labor rates that he/she submitted in response to this IFB. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previously listed wage rate.

3.3.3.1.1 Notification must be received from the Contractor. The Contractor must notify the ED, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the ED.

3.3.3.1.2 Right to Reject. As stated within this Section 3.3.3, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the Contractor has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

3.3.3.1.2.1 Step No. 1. The Contractor submits his/her written request for an increase, accompanied by the required documentation, to the Agency ED within the required 60-day period (please see the preceding Section 3.3.3.1 herein);

3.3.3.1.2.2 Step No. 2. The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the Contractor as to whether the request is approved or rejected;

3.3.3.1.2.3 Step No. 3. If rejected and the Contractor wishes to, as a result, cease providing the services to the Agency, the Contractor has 10 days from the receipt of the written notice of rejection to deliver to the Agency ED a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency

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(the specific date 120-days hence shall be written within the notice);

3.3.3.1.2.4 Step No. 4. The Agency will then endeavor to ensure that it makes other arrangements to replace the Contractor (e.g. contract with another firm; do the services in-house; etc.); further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original Contractor a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

3.3.4 HUD Maintenance Wage Rates Determination (MWRD). Please see Attachment G-10, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD.

3.3.4.1 Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within Attachment G-10, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

3.3.4.1.1 To be clear, unless the Agency declares a job to be construction-related (see the immediate-following Section 3.3.4.2 herein), which will be atypical, the Contractor shall assume that all remaining work assigned by the Agency will be maintenance-related; accordingly, the MWRD will typically apply to the work ensuing from this IFB.

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3.3.4.2 Davis-Bacon Prevailing Wage Rates. As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the Agency needs the successful bidder to provide services that require the successful bidder to pay Davis-Bacon for a specific task order pertaining to the ensuing contract, then to compensate the successful bidder for any amount that the applicable Davis-Bacon rates are greater than the portion of the applicable hourly fees listed within the Pricing Items identified within the preceding Table No. 5 herein that the Contractor actually pays to each such person performing the work, as verified by payroll records (or any similar hourly fee that is increased as a result of Section 3.3.3 herein), the Agency shall:

3.3.4.2.1 Ascertain the applicable portion of the hourly wage rate(s) that is actually paid to the Contractor's employee; then

3.3.4.2.2 Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies; then

3.3.4.2.3 Ascertain the difference between the two rates, which amount the Agency will pay to the successful bidder for that task order only to compensate the Contractor for the difference in pay between the rate the Contractor normally pays the employee and the rate the Contractor is required to pay the employee as the result of the Davis-Bacon law.

3.3.5 Overtime. Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The Agency shall consider regular time to be Monday-Friday (excluding weekends and holidays), 8:00 AM - 5:00 PM.

3.3.5.1 The Agency shall NOT be responsible to pay the successful bidder for any work that the successful bidder CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work "after hours" is due to the Contractor's lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a "non-normal" action by the Agency or an "Act of God" causes the Contractor to work "after hours" to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

3.3.6 Government-set Fees. In some cases, the City or other locality may require a building permit to be "pulled" for an assigned job (i.e., replacement of plumbing fixtures). The Contractor will be required to "pull" such permit,

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and the Agency will reimburse the Contractor the amount of the fee (but will not pay to the Contractor any profit or overhead fees for such).

3.3.7 Prior Agency Approval Required. Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative. Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.

3.3.8 No Deposit/No Retainer. The Agency will NOT pay any deposit or retainer fees at any time as a result of award of the ensuing contract (though the Agency may consider, under certain circumstances, a reasonable and justified payment for mobilization). The Contractor will be required to submit a full back-up detail of all hours worked, listed by no more than the "15-minute" standard.

3.4 Bid Submission. All pricing must be entered where provided within the Housing Agency Marketplace and all "hard-copy" bids must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy of the "hard copy" bid submittal shall be placed unfolded in a sealed package and addressed to:

**Knox County Housing Authority
Attention: Cheryl Lefler, Assistant Director
216 W. Simmons Street, Galesburg, IL 61401**

3.4.1 Labeling the Sealed Bid Package. The package exterior must clearly denote the above noted IFB number and must have the bidder's name and return address. Bids received after the published deadline will not be accepted.

3.4.2 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Housing Agency Marketplace, registering, and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a

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bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

3.4.3 Submission Responsibilities. It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section 3.7 herein, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the ED to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.

3.5 Bidder's Responsibilities – Contact with the Agency. It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO. Bidders must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the Agency to not consider a bid submittal received from any bidder who may not have abided by this directive.

3.5.1 Addenda. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e., firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the Agency and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

3.6 Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6.1 Within 2 CFR §200.321 it states:

3.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

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3.6.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.6.1.3 (2) Affirmative steps must include:

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

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

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

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

3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

3.6.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the [Agency] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.

3.6.2.2 Section 15.5.B, Goals. [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the

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means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.6.3 Within our **Agency Procurement Policy** it states that our Agency will:

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

3.6.3.1.1 Including such firms, when qualified, on solicitation mailing lists;

3.6.3.1.2 Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;

3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

3.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

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

3.6.3.1.6 Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and

3.6.3.1.7 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.6.4 Requirements. Accordingly, please see Section 3.1.1 within Table No. 4 herein which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

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3.7 Pre-bid Conference. There is no pre-bid conference as indicated on Page 2 of this document, and, pursuant to HUD regulation, is not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less (not including the ensuing walk-through of the properties, if the bidder chooses to do so), though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the Agency will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the ED may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, the Agency *will not* distribute at this conference any copies of the IFB documents.

3.8 Recap of Attachments. It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are also hereby by reference included as a part of this IFB:

[Table No. 6]

IFB Section	Document No.	Attachment	Attachment Description
3.8.1	1.0		This IFB Document
3.8.2	2.0	A	Form of Bid
3.8.3	3.0	B	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.3.1	3.1	B-1	*form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Section 3 Compliance Agreement
3.8.6	6.0	E	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.6.1	6.1	E-1	*form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts, Public and Indian Housing Programs</i>
3.8.7	7.0	F	<i>Agency Supplemental Instructions To Bidders & Contractors (SIPC)</i>
3.8.8	8.0	G	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
3.8.8.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-

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			5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.8.8.2	8.2	G-2	Sample Contract Appendix No. 2: form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
3.8.8.3	8.3	G-3	*Sample Contract Appendix No. 3: form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
3.8.8.3.1	8.3.1	G-3.1	*Sample Contract Appendix No. 3.1 Supplemental Conditions to form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
3.8.8.4	8.4	G-4	*Sample Contract Appendix No. 4: HUD-92554M (Rev. 04/11), <i>Supplementary Conditions of the Contract for Construction</i>
3.8.8.5	8.5	G-5	*Sample Contract Appendix No. 5: form HUD-2554, <i>Supplementary Conditions of the Contract for Construction</i>
3.8.8.6	8.6	G-6	*Sample Contract Appendix No. 6: Form HUD-4010 (06/2009), <i>Federal Labor Standards Provisions</i>
3.8.8.7	8.7	G-7	*Sample Contract Appendix No. 7: form HUD-92010 (3/2006), <i>Equal Employment Opportunity Certification</i>
3.8.8.8	8.8	G-8	Sample Contract Appendix No. 8: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
3.8.8.9	8.9	G-9	Sample Contract Appendix No. 9: Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
3.8.8.10	8.10	G-10	<i>Wage Rate Determination.</i>
3.8.8.11	8.11	G-11	Sample Contract Appendix No. 11: <i>Task Order Form</i>

4.0 BID EVALUATION.

4.1 Public Bid Opening. At the set date and time, all bids received will be opened and publicly read aloud by the ED, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (typically within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.

4.1.1 Ties. In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.2 Responsive Evaluation. After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e., meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).

4.3 Responsible Evaluation. The Agency will evaluate each bid submitted as to responsibility (i.e., a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance, and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4.3.1 Board Approval. Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

4.3.2 Restrictions. Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

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5.0 CONTRACT AWARD.

5.1 **Contract Award Procedure.** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting a bid, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard copy or on the Housing Agency Marketplace” including the contract clauses already attached as Attachments G and G-1 through G-12, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:

5.2.1 **Contract Form.** The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-12, each attached hereto), and by submitting a bid the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the posted question deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency’s response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

5.2.1.1 **Mandatory HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

5.2.2 **Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

5.2.3 **Unauthorized Sub-contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the ED. Any purported assignment of interest or delegation of duty, without the prior written consent of the ED

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shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the ED.

- 5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency's discretion, of 2 additional one-year option periods, for a total maximum contract period of 3 years.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the successful bidder will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;
- 5.4.3 Automobile Insurance.** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
- 5.4.4 City/State Business License.** If applicable, a copy of the bidder's business license allowing that entity to provide such services within the City of Galesburg, City of Abingdon, Knox County and/or the State of Illinois.
- 5.4.6 Certificates/Profile of Firm Form.** The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE BID SUBMITTAL—we will garner the necessary certificates from the Contractor prior to contract execution).
- 5.5 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

- 5.6 **Prompt Return of Contract Documents.** All documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 workdays of notification by the Agency.

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