



Bidders Company Name

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**Request For Proposal  
ON-CALL ENVIRONMENTAL ABATEMENT SERVICES  
(Asbestos, Lead)**

**Stony River, Alaska**

**Prepared By:  
Kuspuk School District  
100 Boundary Avenue  
PO 49  
Aniak, Alaska 99557  
(907) 675-4250**

**February 1, 2018**

**The Kuspuk School District is issuing a Request for Proposal (RFP) #\_\_\_\_\_ for Asbestos Removal and other Contaminants Services at the BIA building in Stony River, Alaska.**

**Sealed Proposals: Contractor will deliver (1) original and two (2) copies to the following address:**

**Kuspuk School District  
Bob R. McHenry District Office  
Office of Superintendent  
100 Boundary Avenue  
PO Box 49  
Aniak, Alaska 99557**

**By 3:00 P.M. on Friday March 30, 2018**

**Proposal received after the above-cited time will be considered a late bid and are not acceptable unless waived by the Superintendent of Schools.**

- The envelope should be clearly marked “SEALED RFP #\_\_\_\_\_.”**
- Please direct purchasing and procedural questions regarding this RFP to Jeromy Hoeldt, Maintenance Director at 907-675-4250 or [jhoeldt@kuspuk.org](mailto:jhoeldt@kuspuk.org)**

Thank you for your interest

RFP # \_\_\_\_\_ ON-CALL ENVIRONMENTAL ABATEMENT SERVICES  
(Asbestos, Lead)

**Proposal Specifications:**

Definitions:	<b>“Bidder”</b>	an individual or business submitting a bid to Kuspuk School District
	<b>“Contractor”</b>	One who contracts to perform work or furnish materials in accordance with a contract.
	<b>“Owner”</b>	Kuspuk School District

**Purpose of Proposal:**

Kuspuk School District is requesting bids from asbestos abatement contractors to provide labor, material, etc., for asbestos abatement activities needed during the demolition activities involving the old BIA (Bureau of Indian Affairs) School located in Stony River, Alaska. Bid price will be on a/an \_\_\_\_\_ basis. The \_\_\_\_\_ price, and all work, will be based on the requirements detailed below.

**Proposal Terms:**

- A. Kuspuk School District reserves the right to reject any and all proposal received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors, which Kuspuk School District may consider. The Kuspuk School District does not intend to award the Bid fully on the basis of any response made to the proposal; the District reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the District’s specifications and needs.
- B. The District reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determine by the District to be in the best interests of the District even though not the lowest bid.

- C. Proposals must be signed by an official authorized to bind the provider to its provisions for a least a period of 90 days. Failure of the successful bidder to accept the obligations of the Bid may result in the cancellation of any award.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP's maybe adjusted to allow for revisions. To be considered, *an original proposal and two copies* must be at the Kuspuk School District Office on or before the date and time specified.
- E. Proposals should be prepared simply and economically providing a straightforward concise description of the vendor's ability to meet the requirements of the RFP. Proposal shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- F. A standard service contract will be executed between the Kuspuk School District and the awarded vendor.
- G. In the event, the District receives two or more bids from responsive, responsible bidders, one or more of whom are substantially equal in price, quality, and service, the District shall award the contract to the most responsive vendor. The District shall have sole discretion under this section to determine if two or more bids are substantially equal.

**Proposal Specifications:**

- A. Bidder's Qualifications, years of experience, and describes experience in providing the level and type of service specified in the proposal.
- B. At least five (5) references covering similar services. Including company name, contact name, and phone number.
- C. Bidders earliest date of availability to assume the duties.
- D. Bidder's compensation requirements.

**Standard Provisions For Contracts:**

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions, which will become a part of any formal agreement. These provisions are general principles, which apply to all contractors of service to the Kuspuk School District:

**Reporting of Contractor:**

- A. The Contractor is to report to the Kuspuk School District Maintenance Director, and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- B. All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.
- C. All reports made in connection with these services are subject to review and final approval by the Maintenance Director.
- D. The Maintenance Director may review and inspect the Contractor's activities during the term of the contract.
- E. When applicable, the Contractor will submit a final, written report to the Maintenance Director.
- F. After reasonable notice the Contractor, the Maintenance Director may review any of the Contractor's internal records, reports, or insurance policies.

**Term:**

This contract begins on (*Month, Day, Year*) and ends on (*Month, Day, Year.*)

RFP # \_\_\_\_\_ Asbestos Removal Services

**Personnel:**

- A. The contractor will provide the required services and will not subcontract or assign the services without the District's written approval.
- B. The parties agree that the Contractor is neither an employee nor an agent of the District for any purpose.

**Indemnification Agreement:**

The contractor will protect, defend and indemnify Kuspuk School District, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and loss or damage to any property, including property owned or in the care, custody, or control of Kuspuk School District in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

**Insurance Requirements:**

The Contractor will maintain at its own expense during the term of the Contract, the following insurance:



- A. Workers' Compensation Insurance with Alaska statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.**
- B. Commercial General Liability Insurance with a combined single limit of \$1,000,000,000 each occurrence for bodily injury and property damage. The District shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.**

**Contractor shall be responsible to Kuspuk School District or insurance companies insuring Kuspuk School District for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Kuspuk School District with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Kuspuk School District.**

**No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Kuspuk School District. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Kuspuk School District with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.**

<b>Certificates shall be addressed to:</b>	<b>Kuspuk School District Superintendent's Office 100 Boundary Avenue PO Box 49 Aniak, Alaska 99557</b>
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**Compliance With Laws and Regulations:**

**The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements and the Americans with Disabilities Act.**

**Interest of Contractor:**

**The Contractor promises that it has no interest, which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the Kuspuk School District, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her/ personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or monetary interest.**

**Contingent Fees:**

**The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the Kuspuk School District may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.**

**Equal Employment Opportunity:**

**The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business.)**

**The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.**

**The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.**

**Termination of Contract:**

**Termination without cause: Either party may terminate the contract by giving thirty (30) days written notice to the other party.**

**Payroll Taxes:**

**The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Kuspuk School District against such liability.**

**Practice and Ethics:**

**The parties will conform to the code of ethics of their respective national professional associations.**

**Changes in Scope or Schedule of Services:**

**Changes mutually agreed upon by the Kuspuk School District and the Contractor, will be incorporated into this contract by written amendments signed by both parties.**

**Choice of Law and Forum:**

**This contract is to be interpreted by the laws of Alaska.**

**Extent of Contract:**

**This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.**

**Electronic Signatures:**

**All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.**

**Contractor Requirements:**

- 1. The Contractor must provide a/an hourly/job price to perform asbestos and other contaminants removal at the Stony River location. The price provided shall include all costs, including but not limited to, employee wages, overtime, insurance, notification fees, supplies, equipment, disposal of materials, transportation costs (personnel and equipment,) overhead and profit.**
- 2. Work may include the following activities:**
  - a. Removal of straight pipe insulation and pipe fitting insulation.**
  - b. Removal of surface materials, such as sprayed-on fireproofing.**
  - c. Removal of various friable miscellaneous materials, such as lay-in ceiling panels or acoustical tile.**
  - d. Removal of non-friable floor tile and floor tile mastic in a non-friable manner.**
- 3. Provide all necessary air sampling and analysis. Samples include, but are not limited to, all OSHA personal exposure samples and all State of Alaska clearance samples. The Owner will receive copies of all air samples results.**
- 4. Provide all waste shipment records to Kuspuk School District and the Alaska Department of Environmental Conservation. If the waste is stored on site until containers can be shipped out, then the Contractor must notify the Kuspuk School District and the Alaska Department of Environmental Conservation in writing**

within thirty days of the temporary storage location and the approximate storage date.

5. Submit a comprehensive Health and Safety Plan including copies of HAZWOPER certifications and Refresher for all employees to be working on the present contract.
6. Submit updated personnel documentation, as when new employees are hired to work under this contract. Contractor is responsible for submitting updated changes of personnel required for removal of materials prior to demo.
7. Copies of all Certificates of Accreditation and State licenses related to Asbestos & Contaminant Removal.
8. Contractor is responsible for securing and submitting payment of all the necessary permits to begin work included in bid proposal.
9. In order to process payment, Contractor must provide waste manifests, proof of administrative fees payment, and final reporting documenting activities within 30 days after project is completed.
10. Contractors are required to properly and safely remove, manage, and dispose of all asbestos-containing material and other contaminants according to Federal, State and local regulations.
11. Contractor must assume full responsibility and liability for compliance with all applicable Federal, State, and Local regulations pertaining to permitting, work practices, hauling, disposal, protection of workers, visitors to site, and persons occupying areas adjacent to the site.

**Bidder's Representation:**

- A. Each bidder by making his bid represents that he has read and understands the bidding documents.
- B. Each bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed.

**Interpretation of Documents:**

- A. If the prospective bidder is in doubt as to true meaning of any part of the Contract Documents, he must submit a written request to the Kuspuk School District for an interpretation thereof.
- B. Requests for such interpretations must be delivered to the Kuspuk School District at least 96 hours (4 days) prior to time for receipt of bids.

- C. Bids are to be based only on interpretations as issued in the form of addenda mailed only to each person who is on Kuspuk School District's record as receiving set of Contract Documents.

**Proposals:**

- A. Sealed Proposal are to be delivered at the time, date and location stated in the Invitation to Bid.
- B. No bidder shall stipulate in his proposal any conditions not included in Proposal form contained in Contract Documents.
- C. Bidder's proposal price shall include all City, State and Federal sales, excise and similar taxes, which may be lawfully assessed in connection with his performance of work and purchase of materials to be incorporated in work.
- D. Proposals must be submitted in duplicate on photocopies of Proposal Form included in the specification.
- E. Present proposals in sealed envelopes, which must be plainly marked "Construction Proposal – Do Not Open", followed by name of project. Bidder shall be responsible for actual delivery of bid prior to scheduled closing time for receipt of Proposal, and it shall not be sufficient to show that bid was mailed in time to be received before scheduled closing time for receipt of proposal.
- F. Letters and other written requests for modification or correction of previously submitted proposal, which are addressed in same manner as proposal and are received by Owner prior to scheduled closing time for receipt of bids, will be accepted and proposal will be corrected in accordance with such written request with following provisions:
  - a. Provided that any such written request is contained in sealed envelope, which is plainly marked "Modification of Proposal," followed by Project name.
- G. Bidder may withdraw proposal at any time prior to scheduled closing time for receipt of proposals, but no bidder may withdraw proposal, after said closing time for a period of forty-five (45) days.
- H. Owner reserves right to wave informalities in proposals and to reject any or all bids.
- I. Owner reserves the right to require financial statement from bidder. Owner will treat statement as confidential.

**Form and Execution of Contract:**

- A. Owner will prepare and forward to successful bidder required copies of contract. Bidder shall return properly executed prescribed copies of contract to Owner within eight days after their receipt.
- B. No proposal shall be considered as being binding upon Owner until written contract has been properly executed and satisfactory bond has been furnished.

**Failure to execute and return contract within prescribed period of time shall be cause of annulment of award at option of Owner.**

**Time of Completion:**

- A. Bidders must agree to commence work on date to be specified by Owner in written "Notice to Proceed" and to fully complete project within the time stated in contract.**

**PROPOSAL FORM**

**BID # \_\_\_\_\_**

**PROJECT:**

**ON-CALL ENVIRONMENTAL ABATEMENT SERVICES  
(Asbestos, Lead)**

**NAME AND ADDRESS OF BIDDER:**

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**DATE: \_\_\_\_\_**

The undersigned, in compliance with your Invitation to Bid for the Construction work on the subject project has received and examined the Contract Documents and all conditions regarding this project, and having visited the site of the proposed project, hereby propose:

1. To hold my bid open for a maximum of forty-five (45) days.
2. To accomplish work in accordance with all the Contract Documents.
3. To commence work under the contract at a date to be specified by the Owner in written "Notice to Proceed."

Bidder understands that the Owner will not be liable for any amount in excess of the initial agreed to unit prices, except as expressly stated in written change orders duly executed and delivered by the Owner.

I acknowledge receipt of the following addenda.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

### BIDDERS CERTIFICATION

The bidder hereby certifies:

that this proposal is genuine and is not made in the interest of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation;

that he has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;

that he has not solicited or induced any person, firm or corporation to refrain from bidding; and

that he has not sought by collusion or otherwise to obtain for himself and advantage over any other bidder or over the Owner.

Bidder will not discriminate against any employee or applicant for employment because of race, creed, color or national origin in connection with the performance of work.

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(Name of Corporation, Partnership, or Person submitting Bid

A Corporation organized and existing under the laws of the State of \_\_\_\_\_

A Partnership consisting of \_\_\_\_\_

\_\_\_\_\_  
An individual trading as \_\_\_\_\_

of the City of \_\_\_\_\_ State of \_\_\_\_\_

that I have examined and carefully prepared this bid from the Contract Documents and have checked the same before submitting this bid; that the prices are neither directly nor indirectly the result of an agreement with any other prime bidder; that I have full authority to make such statements and submit this bid on (its (their) behalf, and that the said statements are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Area Code) Phone Number

### PROPOSAL FORM

BID # \_\_\_\_\_

### CHARGE FOR ON-CALL ENVIRONMENTAL ABATEMENT SERVICES (Asbestos, Lead)

\_\_\_\_\_  
The Contractor hereby agrees and certifies to comply with all requirements within this bid request and further agrees to accept terms of payment:

☐ \$ \_\_\_\_\_ dollars per hour

☐ \$ \_\_\_\_\_ total job cost

for all work as required as "ON-CALL Environmental Abatement Services." The Bidder proposes the \_\_\_\_\_ hourly/job rate to include all charges for labor, material, equipment, general conditions, supervision, taxes, insurance, overhead and profit, and incidental expenses.



The undersigned hereby authorizes and request any person, firm, or corporation to furnish and information requested by the Owner or the Owner's Representative in verification of the recitals comprising the Bidder's Qualification Questionnaire.

Print company name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Note: Through this bid, Kuspuk School District is attempting to set up a contract for ON-CALL ENVIRONMENTAL ABATEMENT SERVICES.

BID # \_\_\_\_\_

### BIDDER'S QUALIFICATION QUESTIONNAIRE

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Questions must be answered and the dates given must be clear and concise. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information they desire.

1. Name of bidder: \_\_\_\_\_

2. Permanent main office address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. When organized: \_\_\_\_\_

4. If a corporation, where incorporated: \_\_\_\_\_

5. How many years have you been operating under your present firm name: \_\_\_\_\_

6. Have you ever defaulted on a contract? \_\_\_\_\_

7. If so, where and why? \_\_\_\_\_

8. List major equipment of hand related to job completion: \_\_\_\_\_

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**9. Provide a copy of your license/certification**

**10. Experience in similar work is important. List at least four (4) references including names, addresses, phone numbers and contact persons, of clients for whom projects were performed.**

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**11. Please state the types of abatement training your personnel have completed:**

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**12. Give bank reference:**

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