



<b>INVITATION TO BID: Balcony Roofing Asbestos Removal</b>	
<b>NUMBER: 2021-150-165-011</b>	<b>SUBMITTAL DATE: August 6,2021</b>
<b>DIVISION: Administration</b>	<b>CONTACT PERSON: Brad Woods, Facilities Manager</b>

## Spokane Regional Health District Bid Request For Limited Public Works Contracts

### STATEMENT OF PURPOSE

SRHD is soliciting proposals for the following:

At this time, the South balcony of the Spokane Regional Health District building has tested positive for asbestos, the remaining balconies came back as non-detect samples. The balcony roofs were installed at the same time, with the same materials, so the possibilities of all four balconies testing positive with asbestos are very high. Attached is a copy of the report for review.

### BID COORDINATOR

All communications, including any requests for clarification, concerning this RFP should be addressed in writing to the following:

Brad Woods  
Facilities Manager  
[bwoods@srhd.org](mailto:bwoods@srhd.org)

### SCOPE OF WORK

Work of this contract includes the removal and disposal of asbestos containing and or contaminated materials as necessary to expedite the reroofing of the four balcony roofs of the Spokane Regional Health District. The Contractor is responsible for removal and disposal of all asbestos containing and or contaminated materials associated with the site. No monetary compensation or schedule changes will be made for the removal and disposal of asbestos containing and or contaminated materials not identified within this Scope of Work. The Contractor must field verify the asbestos quantities. Contractor is responsible for proper labeling, temporary storage, packaging, and disposal of all materials if removed as part of the asbestos abatement. Exhibit A is a copy of the asbestos report that was conducted on May 25, 2021.


NOTICE OF INTENT (NOI) for asbestos removal will be filed by the contractor and follow the Notification Waiting Period and Project Duration per Section 9.04.A.7 of Article IX ASBESTOS CONTROL Standards.

CLEANING UP On completion of the work, the Contractor shall remove from the building site all construction materials and rubbish resulting from his work. This project does not require separation of materials, nor does it require clean up and reuse of materials.

ASBESTOS DISPOSAL Contractor shall dispose of all asbestos containing and/or contaminated material in an EPA approved landfill in Washington. The Contractor will pay for the special waste permit as required by the Landfill. The Owner's asbestos containing material shall not be mixed with asbestos containing/contaminated waste generated by other entities. Manifests must reflect only material which was abated from the site. Products used for abatement are to be landfill approved with the Washington Department of Environmental Quality.

INSPECTION The Owner or Owners Representative shall be authorized to call the attention of the Contractor to any failure of the work or materials to conform to the provisions of the contract. The Owner or Owners Representative shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by Owner or Owners Representative. Costs associated with suspension of work, including but not limited to the Owner, Owner's Third-Party Contractor(s), and the Abatement Contractor shall be borne by the Abatement Contractor.

OCCUPANCY The Contractor must provide for the continuing access to various parts of the building by authorized individuals. Signs, screens, temporary curtains, etc. shall be provided if necessary to maintain the routine business operations of Owner within and around the Facility. The Owner will cooperate fully with the Contractor during the removal process. The Contractor shall schedule his operations so that conflict and disturbance will be kept to a minimum.

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DAMAGES INCURRED The Contractor will be assessed the cost of any and all additional consulting, inspection, testing, and analytical services incurred by Owner. These costs may include but are not limited to the following:

1. For the cost of all management, labor and costs both direct and indirect to satisfactorily complete the project in excess of the number of work shifts identified by the Contractor on their proposal.
2. For all expenses incurred by Owner if the contractor fails to begin the project beyond the scheduled start date and representative is on site.
3. For all expenses incurred by Owner if the work is suspended due to the contractors' action and Owner's representative is on site.

**INDUSTRIAL AND COMMERCIAL ASBESTOS PRODUCTS**

Adhesives	Duct connectors	Insulation	Cement
Electrical components	Construction mastics &	Felt	Cement sheets
Diaphragms	gunning mix	Fireproofing	Vinyl products
Gaskets			

**PERFORMANCE STANDARDS**

**FIELD TEST /QUALITY CONTROL**

Complete copies of other asbestos-related test plans and reports (e.g., testing soil for asbestos, air monitoring for asbestos, etc.) associated with the project shall also be retained by the property owner or owner's agent for at least 24 months from the date it was performed and made available to the Agency upon request. The person(s) preparing and performing such tests shall also retain a complete copy of these records for at least 24 months from the date it was prepared and make it available to the Agency upon request.

\*\*\*Cost of retesting is Contractor's responsibility.

**CONTRACT TERMS**

The required services to be performed under this Invitation to Bid will be scheduled to have a completion date that will correspond with the start date of the Invitation to Bid: 2021-150-165-012 Balcony Roofing project.

Below is the schedule for the RFP process *(which is subject to change)*:

<b>Date</b>	<b>Description</b>
July 9, 2021	Issue Date of RFP and posted on SRHD website
July 12 – 23rd	<b>Mandatory site -visit please make arrangements with Bid Coordinator</b>
July 23, 2021	Deadline for submission of questions
July 26, 2021	Addendum for questions posted on srhd.org website
August 6, 2021	<b>Request for Proposal submission deadline by 10:00am (PST)</b>

**\*A Mandatory Pre-Bid Site Walkthrough** to visit the proposed job site and take notes or any other such steps as may be reasonably necessary to ascertain any conditions that may affect the work or the cost thereof. Due to COVID-19 guidelines, we are needing to limit the number of people during the site visit to ten (10) and are requesting that bidders contact the



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**Facilities Manager** to schedule a time to come tour the areas of the renovation during the dates listed in the above schedule.

Bidders are responsible for having ascertained pertinent local conditions, such as equipment, condition, locations, accessibility and general character of the site, knowledge of conditions affecting the work. The act of submitting a bid is to be considered as full acknowledgment that the bidder inspected the site and is familiar with the conditions and requirements of the specifications.

#### EXAMINATION

Examine temporary covering to ensure weather and moisture protection. Verify that temporary covering is secure and will withstand uplift.

#### **ADDITIONAL INFORMATION**

Spokane Regional Health District reserves the right to make written requests for additional information from a Contractor/Vendor to assist win understanding or clarifying a Bid Proposal. All responses are to be provided in writing.

Required Material Safety Data Sheets (MSDS) for material brought on site by the successful bidder must always be available on site.

All local, state, and federal regulations are to be followed. Any fines assessed to Spokane Regional Health District due to the lack of these regulations being followed will be the responsibility of the successful bidder.

After the Award of Bid, the Contractor shall submit a list of all employees, all subcontractor employees, and other related personnel who will be physically required to work at the Spokane Regional Health District, providing the following information for each person:

Name  
Employer's Company Name

Spokane Regional Health District reserves the right to request a criminal background check on any employee of the Contractor. SRHD also, in its discretion, may decide that anyone with a criminal history, other than traffic violations that have not been annulled, will not be allowed to work at SRHD.


#### **SUBMISSION REQUIREMENTS**

Proposals can be either sent electronically or mailed USPS to:

Electronic Submission: Brad Woods at [bwoods@srhd.org](mailto:bwoods@srhd.org)

Mailing USPS:  
Spokane Regional Health District  
Attn: Brad Woods  
1101 W. College Ave  
Spokane, WA 99201

Bidders mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. SRHD reserves the right to not consider Proposals received late.

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Preparation of Proposal

Proposals shall be submitted in the order noted below:

1. Scope of services and proposed schedule
2. Fees and compensation
3. Exceptions to contract requirements
4. Copy of W-9

Scope of Services and Proposed Project schedule

Describe the Bidder’s understanding of the scope of services to be provided. Provide a description of how the Bidder will approach this work including how the proposing Bidder will manage the design process, installation, and overall project schedule.

Fees and Compensation

- Bidders shall provide clear pricing of all labor and materials for each attachment and summary total page.
- All applicable taxes should be included in their proposal. If an increase or reduction in the total dollar volume of the order would modify the discount structure of the offer, state the break points for the various discount percentages.
- Bidder should state the costs for warehousing and handling product, should a significant delay in the project arise after the product has been manufactured. Costs for warehousing any early deliveries will be borne by the Bidder or manufacturer.
- The Bidder’s proposal should delineate the payment terms of the agreement, early payment discounts, progress payments, down payments, prepayments required, etc.
- Bidder shall identify all subcontracted personnel or work contained in the proposal and describe the Bidder’s third-party vendor selection process.


SRHD processes invoices for payment on a weekly basis. Once the vendor invoice is received, SRHD submits an electronic file to Spokane County who prints our checks. SRHD receives the printed checks and mails them by Friday of the same week.

**PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of SRHD.

All received Proposals shall remain confidential until the award of contract is awarded, accepted, signed and posted to our SRHD.org website. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

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SRHD will consider a Bidder's request for exemption from disclosure; however, SRHD will decide predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Bidder has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFP Coordinator.

**REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addendum/or addenda will be provided to all who receive the RFP. For this purpose, questions received, and the associated answers shall be provided as an addendum to the RFP.

SRHD also reserves the right to cancel or to reissue the RFP in whole or in part, prior to final award of a contract.

**MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

SRHD encourages participation in all its contracts by Bidders certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Bidders may contact OMWBE at 360/664-9750 to obtain information on certified Bidders.

**ACCEPTANCE PERIOD**

Proposals shall remain in effect for forty-five (45) days for acceptance by SRHD from the due date for receipt of Proposals.

**RESPONSIVENESS**

The Bidder is specifically notified that failure to comply with any part of the RFP may result in rejection of the Proposal as non-responsive.

SRHD also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

**MOST FAVORABLE TERMS**

SRHD reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. SRHD reserves the right to contact a Bidder for clarification of its Proposal.


The Bidder should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all or the Proposal.

**COSTS TO PROPOSE**

SRHD will not be liable for any costs incurred by the Bidder in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

**REJECTION OF PROPOSALS**

SRHD reserves the right at its sole discretion to reject all Proposals received without penalty and to not issue a

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contract as a result of this RFP.

**AWARD OF CONTRACT**

This RFP does not obligate SRHD to award a contract or to contract for services specified herein.

Spokane Regional Health District will award to the lowest, responsible bidder and the bid results will be published. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A PROPOSAL.

All contracts that are over \$100,000 must be presented to the Board of Health for approval prior to awarding a contract. The Board of Health has the authority to reject and/or approve all contracts for Spokane Regional Health District.

**RESPONSIBLE BIDDER CRITERIA**

To be considered a “responsible” bidder and qualify to be awarded a contract, the Bidder must:

1. Be a registered contractor at the time of bid submittal.
2. Have a current Unified Business Identifier (UBI) number.
3. Have industrial insurance/workers’ compensation coverage.
4. Have General Liability Insurance
5. Have Builders Risk Insurance
6. Have Automobile Insurance coverage.
7. Have an Employment Security Department number.
8. Have a state excise tax registration number.
9. Not be disqualified from bidding under RCW 39.06.010 or 39.12.065(3)
10. Not have any apprenticeship violations, if applicable.
11. Proof of ability to provide Performance Bond.
12. Certify through a sworn statement that they are not willful violator of labor laws in reference to RCW49.48.082
13. Have received training, provided by the Department of Labor and Industries or a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages. However, bidders that have completed 3 or more public works projects and maintained a valid business license in Washington for at least 3 years are exempt from this requirement.

If a bidder fails to supply information requested concerning responsibility within the time and manner specified in the bid documents, SRHD may base its determination of responsibility on any available information related to the supplemental criteria, or it may find the bidder not responsible.


If SRHD determines a bidder to be not responsible, it must provide, in writing, the reasons for the determination. A bidder can appeal the determination within the period specified in the bidding documents by presenting additional information to SRHD. SRHD must consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, SRHD may not execute a contract with any other bidder until two business days after the bidder determined to not be responsible has received the final determination.

**DETERMINING THE LOWEST RESPONSIBLE BIDDER**

Contracts requiring competitive bidding shall be awarded to the lowest responsible bidder for purchase of materials, equipment, supplies or services.

Other evaluation criteria includes:

- Time to completion

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Demonstrated Safety measures  
 Demonstrated Quality measures  
 Organizational References

SRHD may adopt relevant supplemental bidder responsibility criteria for the project. The bidding documents must include the adopted supplemental criteria and:

1. A basis for evaluation.
2. A deadline for bidder to submit responsibility documentation; and
3. A deadline for bidder to appeal a “not responsible” determination.
4. A potential bidder may request changes to the supplemental criteria, and SRHD will evaluate the request.

If SRHD agrees to change the criteria, it must issue an addendum. Favoring local businesses in the award of a contract is not allowed.

**NOTIFICATION TO BIDDERS**

After an award recommendation has been determined, both successful and unsuccessful Bidders will be notified via email.

**DEBRIEFING OF UNSUCCESSFUL BIDDERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Bidder. Discussion will be limited to a critique of the requesting Bidder’s Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

**CONTRACT TERMS**

Business Registration Requirement

Spokane Regional Health District will not award an agreement with any business that does not have a valid Washington State business license. The Bidder shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration.

Retainage Requirement

The retainage requirement will be *waived* for the Limited Public Works project.

Bid Bonds Requirement


In lieu of a performance and payment bond, retainage will be fifty percent (50%) of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from DOR and L&I and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

Anti-Kickback

No officer or employee of the Spokane Regional Health District having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in the contract.

Disputes

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of

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its provisions shall be brought in Spokane County, Washington.

Prevailing Wage (Per 29 CFR 5.5(a))

1. The prevailing wages and fringe benefits to be paid.
2. Frequency of payment (once per week).
3. Posting of the US DOL wage determination and Davis Bacon poster at the site of work
4. Any amount to be withheld or retained from the contract before final payment.
5. Maintaining payroll records.
6. Submitting a weekly, certified copy of the payroll to the SRHD.
7. Notice that falsification of any prevailing wage payroll records may subject the contractor of subcontractor to civil or criminal prosecution under section 1001 of Title 189 and Section 231 of Title 31 of the United State Code.
8. Notice that the contractor’s records shall be made available for inspection, copying, or transcription by authorized representatives of federal and state agencies.
9. Rates of pay for apprentices and trainees.
10. Compliance with Copeland Act requirements (anti-kickback rules).
11. Subcontracts. The contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses.
12. Contract termination
13. Disputes concerning labor standards.
14. Certification of eligibility to participate in federal contracts.
15. All contractors and subcontractors must submit a certified payroll and statement of compliance to SRHD on a weekly basis during the project.

Non-Discrimination

In the performance of this proposal, the Bidder shall comply with the provisions of Title VII of the Civil Rights act of 1964 (42 USC 20000e), Section 504 of the Rehabilitation Act of 1973 (29 USC 794f), Chapter 49.60 RCW, the Age Discrimination in Employment Act, and the Americans with Disabilities Act (P.L. 101-336), as now or hereafter amended.


Non-discrimination requirements include, but are not limited to:

1. Non-Discrimination in Employment: The Bidder shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, sexual orientation, creed, marital status, age, Vietnam era or disabled veterans’ status, or the presence of any sensory, mental, or physical disability. The Bidder shall take affirmative steps to ensure that employees are not discriminated against during employment. Such steps shall include, but are not limited to employment, upgrading, demotion, or transfer; recruitment or selection for training including apprenticeships and volunteers.
2. Non-Discrimination in Client Services: The Bidder shall not deny any individual any services to other benefits provided under this Agreement, on the grounds of race, color, sex, religion, national origin, sexual orientation, creed, marital status, age, Vietnam era or disabled veterans’ status, or the presence of any sensory, mental, or physical disability.

Liability

The Bidder shall indemnify, defend, and hold harmless SRHD, its officers and employees from all claims, demands, or suits in law or equity arising from the Bidder's negligence or breach or its obligations under the contract. The Bidder's duty to indemnify shall not apply to liability caused by the sole negligence of SRHD, its officers and employees. The Bidder's duty to indemnify for liability arising from the concurrent negligence of SRHD, its officers and employees and the Bidder, its



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officers and employees shall apply only to the extent of the negligence of the Bidder, its officers, and employees. The Bidder's duty to indemnify shall survive termination or expiration of the contract. The Bidder waives, with respect to SRHD only, its immunity under RCW Title 51, Industrial Insurance.

Insurance Coverage

During the term of the contract, the Bidder shall maintain in force at its own expense, each insurance coverage noted below:

1. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
2. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that SRHD, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
3. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 per single accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles.
4. Professional Liability Insurance with a combined single limit of not less than \$2,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

NOTE: There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Bidder or its insurer(s) to SRHD.

As evidence of the insurance coverages required by this contract, the Bidder shall furnish acceptable insurance certificatesto SRHD at the time it returns the signed contract. The certificate shall specify all parties who are additional insured, andinclude applicable policy endorsements, and the deductible or retention level, as well as policy limits.

## Exhibit A



<b>REQUEST FOR PROPOSAL:</b> Balcony Roofing Asbestos Removal		
<b>NUMBER:</b> 2021-150-165-0011	B	<b>SUBMITTAL DATE:</b> July 30, 2021
<b>DIVISION:</b> Administration	<b>CONTACT PERSON:</b> Brad Woods <a href="mailto:bwoods@srhd.org">bwoods@srhd.org</a>	

# Asbestos Testing Report