

**REQUEST FOR PROPOSALS**  
**For**  
**ASBESTOS ABATEMENT, MANAGEMENT REMOVAL DESIGN and**  
**TESTING SERVICES**  
**Manhattan-Ogden - USD 383**

**Due April 25, 2018 – Sealed Bid**

Your Firm shall provide bulk sampling and Polarized Light Microscopy (PLM) analysis of suspect asbestos containing material (ACM) that require identification during an asbestos abatement project activity or while doing surveying for the plans and specifications. Also, your firm will identify areas or walls that have lead paint associated with them. This is make the contractor aware of the existing conditions. All bulk sampling and PLM analysis must be invoiced according to the fee schedule provided. All sampling for lead paint will be based on the fee structure that is provided.

**Base Bid Information**

- a) Your Firm shall produce asbestos abatement specifications, lead paint locations on the drawings, asbestos drawings and bid documents for asbestos removal and dismantling activities as directed by the School District representative/s. Your firm is responsible for all of the design services and specification writing for these projects including a complete survey of each building. These drawings and specifications will be used then to bid the work at interval times in conjunction with the general construction for each facility to complete the asbestos abatement process.
- b) Your Firm shall provide bulk sampling and Polarized Light Microscopy (PLM) analysis of suspect asbestos containing material (ACM) that require identification during an asbestos abatement project activity or while doing surveying for the plans and specifications. All bulk sampling and PLM analysis must be invoiced according to the fee schedule provided by your firm.
- c) Your Firm shall perform test on the building listed for lead paint. If lead paint is identified it will be located on drawings and put into the same bid documents as the asbestos.
- d) Your firm shall coordinate with the district and CMAR as to the timing of each bid at which time you will advertise for abatement services on each individual project, receive and review bids with the district to determine the lowest responsible bidder. There are a number of facilities identified below. Please refer to the Bond Schedule on the School District’s website for more details: <http://www.usd383.org/manhattan-ogden/district-office/district-information/2018-bond-information>
- e) Base bid services shall include all cost which include but not limited to mobilization to and from work sites, all labor cost, consumable materials, insurance cost, and any other cost to complete the work. Bulk samples analytical fees are separate from the base bid.

**Base Bid Lump Sum \$ \_\_\_\_\_** Facilities: *MHS East (901 Poyntz), Robinson Education Center, Eugene Field/Head Start, Northview Elementary, Transportation and Marlatt Elementary*

Bulk Sample Analysis Each \_\_\_\_\_

Lead Paint Sampling Each \_\_\_\_\_

## Project Monitoring and Oversight

- a) Your Firm shall provide air monitoring services for the School District asbestos removal and dismantling activities that require background and clearance air sampling utilizing Phase Contrast Microscopy (PCM) and Transmission Electron Microscopy (TEM) procedures and protocols. All clearance air sampling services must be provided by the Firm within 24 hours of notification by the School District representative. All air monitoring services and PCM/TEM analysis must be invoiced according to the unit price fee schedule provided.
- b) Your Firm shall provide visual clearances when requested and approvals of asbestos abatement projects. All visual clearances and approvals of asbestos abatement work must be provided by the Firm within 24 hours of notification by the School District representative.

## Standard Fee Schedule – Laboratory Services

Laboratory Services		Turn Around	Rate
PCM Analysis			
Daily Monitoring		24 hour	\$ _____
Final Clearance		4 hour	\$ _____
TEM Analysis			
Final Clearance		24 Hour	\$ _____
		48 hour	\$ _____
Testing and Observation	Technician	Hourly rate	\$ _____
Testing and Observation	Project Manager	Hourly rate	\$ _____

## General Notes

1. Your Firm is responsible to provide all documentation to the School District for their Asbestos Management Program and Lead Paint Management Program.
2. If your firm would like to tour any of the facilities, please contact Trisha Brooke-Fruendt at p: 785-587-2188, c: 785-917-0519 or [patriciab@usd383.org](mailto:patriciab@usd383.org). You can also contact Matthew Davis at p: 785-587-2180 or [matthewd@usd383.org](mailto:matthewd@usd383.org).
3. All rates must include any and all cost associated with travel.
4. The District has provided floor plans with this RFP for each facility so that your Firm can be familiar with the facilities.

5. Successful bidder will be required to provide insurance certificates to USD 383.
6. The District will select the most qualified bidder/s for this project.
7. Please provide two examples each of surveys and bid documents that you have prepared for previous projects.
8. Please provide a written outline of your understanding of the scope of this project.
9. All bids are due to the district office at Robinson Education Center, 2031 Poyntz, Manhattan, KS 66502, attention Jaime Gregory. **Sealed bids are due back by Thursday, April 25, 2019 at 2:00 PM. *\*\*Please mark on the outside of the bid envelope that it is a sealed bid and not to open until 2:00 PM on April 25, 2019.***

## Terms and Conditions

The contract will be awarded to the firm/s submitting the best responsible proposal complying with the requirements of this RFP, provided the proposal is reasonable and in the best interest of the District to accept. The firm/s selected will be notified at the earliest practical date. The decision regarding the acceptability of the proposal shall remain entirely with the District.

1. Disclaimer of liability: the District will not hold harmless or indemnify any proposer for any liability whatsoever.
2. A contract will serve as the award instrument against this RFP.
3. Purchases made against this RFP are for District use and are exempt from State Sales Tax and Federal Excise Tax. Do not include these taxes in your Proposal.
4. Transmittal letter: A statement of acceptance, of all terms and conditions stated in this RFP.

The Proposer shall observe the provisions of the Kansas Act against Discrimination as per the following:

- a. The Proposer shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- b. In all solicitations or advertisements for employees, the Proposer shall include the phrase "equal opportunity employer" or similar phrase to be approved by the commission (Civil Rights Commission).
- c. If the Proposer fails to comply with the manner in which the Proposer reports to the commission in accordance with the provisions of K.S.A. 1976 Sup. 44-1030, as amended, the Proposer shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by USD 383.
- d. If the Proposer is found guilty of a violation of the Kansas act Against Discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part by USD 383.
- e. The Proposer shall include the provisions of paragraphs (a) through (d) inclusively of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

## **INSURANCE:**

Contractor shall carry and maintain at its sole cost and expense, casualty, liability and property damage insurance to cover its duties and performance hereunder in such amounts, and from a carrier, reasonably acceptable to Manhattan, Kansas Public School District, and shall provide a certificate of insurance evidencing such coverage. Such professional liability coverage's shall include:

1. Worker's Compensation, in accordance with the State Worker's Compensation requirements.
2. Liability Insurance, bodily injury & property damage of \$1,000,000 combined single limit per occurrence and \$2,000,000 annual per project aggregate to protect the Contractor and the School District as their interest may appear, against claims for personal injury or death and damage to the property of others. Each shall be named in the policy or policies as insured.
3. Professional Liability Insurance, \$1,000,000 as a minimum. All insurance shall be carried with companies that are financially responsible.
4. Auto, Service provider shall maintain Auto Liability coverage on a "Symbol 1-Any Automobile" basis including coverage for Non-owned and Hired Auto Liability providing for injuries to members of the public and damage to property of others arising from the use of motor vehicles with these minimum limits: Bodily Injury & Property Damage \$1,000,000 combined single limit per occurrence.

If any insurance is due to expire during the contract period, the contractor shall not permit coverages to lapse and shall furnish evidence of coverage to the District.

## **CONTRACTURAL PROVISIONS:**

The contents of the RFP submissions, as appropriate, become part of the final contract. All drawings, specifications and cost estimates prepared by the selected firm specifically in performance of this contract shall become the property of the District and shall be delivered to MANHATTAN-OGDEN USD 383 as requested. Ownership of the documentation and records must reside with the District. This contract shall be binding upon the successors and assigns of the parties hereto. It is a requirement of the proposal that only a single contract with one vendor for services, etc. shall be acceptable.

## **LACK OF FUND CLAUSE:**

If, during the term of the contract to be derived from this RFP, funds are not appropriated for such (services/materials/equipment), MANHATTAN-OGDEN USD 383 reserves the right to cancel said contract with thirty (30) days written notice. No expenses shall accrue to MANHATTAN-OGDEN USD 383 for such cancellation. The district shall cease immediately, if in any fiscal year during the term of the agreement, the District fails to appropriate, re-appropriate, or otherwise make funds available for the equipment. Such language shall be made a part of the contract resulting from this solicitation. The BOE anticipates most of the funding for these Services will be derived through e-rate (Universal Service Administration Company & Schools and Libraries Division).