



INVITATION FOR BID ASBESTOS AND LEAD SURVEY

Northumberland County is requesting Sealed Bids for the inspection survey and sampling of Asbestos Containing Material (ACM) and lead containing material by a Virginia-licensed or properly certified asbestos and lead inspector. Survey sites are located at 6958 Northumberland Hwy and 76 Judicial Pl both located in Heathsville VA 22473. Sealed Proposals clearly marked on the outside "Bid Enclosed-Asbestos/Lead Survey" will be received by the Board of Supervisors at the Northumberland County Courthouse at 72 Monument Pl. in the County Administrator's Office, P.O. Box 129, Heathsville, Virginia 22473 and must be received no later than 2:00 p.m. local time on Wednesday February 12, 2020. Bids may be withdrawn in accordance with applicable provisions of the Code of Virginia.

Northumberland County hereby reserves the right, which is understood and agreed to by all Bidders, to refuse any or all bids submitted; and also reserves the right to waive any informality in bids received, but any contract awarded will be to the lowest responsive, qualified and responsible bidder.

No bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the bid opening. All interested firms may contact Bill Knight at (804) 580-8910 or email bknight@co.northumberland.va.us for details. The informational packet can be downloaded on our website at www.co.northumberland.va.us

Please be observant of all bid instructions and specifications.

Northumberland County Board of Supervisors
By: E. Luttrell Tadlock

NORTHUMBERLAND COUNTY
INVITATION FOR BIDS
ASBESTOS AND LEAD SURVEY
GENERAL INSTRUCTIONS

1. Mail or deliver Bids to the Northumberland County Administrator's Office, 72 Monument Pl., P.O. Box 129, Heathsville, VA 22473.
2. Submit one (1) original bid and one (1) digital copy before the opening time stated in the Bid Invitation.
3. All Bids shall be signed in ink by authorized principals of the firm and must be received in sealed envelopes with the statement, "**Bid Enclosed- Asbestos/Lead Survey**".
4. Northumberland County reserves the right to accept or reject, in whole or part, any and all Bids and to waive informalities.
5. Bids will be opened promptly at **2:00 P.M., Wednesday February 12, 2020, in the County Administrator's Office**. No late Bids will be accepted. **It is the Bidder's responsibility to ensure a timely delivery to the proper receiving location.**
6. Any questions relative to the bidding procedure shall be directed to Luttrell Tadlock, County Administrator, by email (ltadlock@co.northumberland.va.us) or by telephone at (804)-580-7666.
7. No interpretation of the meaning of the Scope of Work will be made to any Bidder orally. Every request for such interpretation must be in writing.
8. The Bids will be in full force and effect for One Hundred and Twenty (120) days after they have been officially opened.
9. The Contractor shall maintain insurance to protect Northumberland County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operation be by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law.
10. Contract Execution

The contents of the Bid submitted by the successful Bidder and the Bid specifications shall become a part of any Contract awarded as a result of these specifications. The successful Bidder will be expected to sign a Standard Contract with Northumberland County. Any additional terms and provisions will be included in the Contract.
11. References

References should be included in the bid packet which shall include the name and contact information for others that a similar project has been completed. Northumberland County reserves the right to check any and all references and shall consider any information received in the evaluation of the Bids.

12. Provision for Bid Withdrawal

- A. The Bidder of this project may, under certain circumstances, withdraw his Bid from consideration in accordance with Section 2.2-4330, Code of Virginia.
- B. Pursuant to Code Section 2.2-4330, Code of Virginia (2003), as amended, Northumberland County has elected to use the procedure for Bid withdrawal numbered one (1), which reads as follows:

The Bidder must give notice in writing of his claim of right to withdraw his Bid within two (2) business days after the conclusion of the Bid opening procedure.

- C. The above referenced Code Section contains provisions which allows prosecution of any Bidder who fraudulently withdraws or attempts to withdraw a Bid under this Code Section.

13. Opening of Bids

- A. Bids will be opened at the time and place designated in the advertisement for bids. The person whose duty it is to open the bids will decide when the specified time has arrived and no bids shall be accepted thereafter.
- B. At the time for opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present, either in person or by representatives.
- C. Northumberland County reserves the right to reject any Bid or all Bids and to waive informalities and to accept such Bids as are best suited to the interests of the County. Northumberland County reserves the right to award all or any part of this Bid to any one Bidder. In making an award, Northumberland County will take into consideration the facilities and technical experience of the Bidder.

14. Right to Negotiate

Northumberland County reserves the right to waive informalities, and to reject any and all bids. If the bid from the lowest responsible bidder exceeds available funds, Northumberland County reserves the right to negotiate with the apparent low bidder to obtain a Contract price within available funds.

15. Qualifications of Bidder

- A. The consultant must have a minimum of five (5) years of proven experience providing professional Asbestos and Lead Survey services.
- B. Northumberland County may make any investigations deemed necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the County all information and data requested for this purpose.
- C. Northumberland County reserves the right to reject any bid if evidence submitted by, or investigation of, any bidder fails to satisfy Northumberland County that the bidder is properly qualified to carry out the obligations of the Contract to complete the work contemplated.

16. Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The bidder agrees that this clause shall include claims involving infringement of patent or copyright.

17. Safety

All Contractors and Subcontractors performing services for the County of Northumberland are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

18. Notice of Required Disability Legislation Compliance

Northumberland County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Northumberland County, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted

programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

19. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by this County.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

20. Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free

workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

21. Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax-exempt status will be furnished by the County of Northumberland on request.

22. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by Northumberland County.

23. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator of Northumberland County.

24. Debarment

By submitting a Bid, the Bidder is certifying that he/she is not currently debarred by the County. The County's debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

25. Immigration Reform and Control Act of 1986

By accepting a Contract award, Bidder certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

26. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth

pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by Northumberland County.

27. W-9 Form

Any Contractor shall submit a completed W-9 form if selected. This information is required in order to issue Purchase Orders and payments to your firm.

ASBESTOS AND LEAD SURVEY

SCOPE OF WORK

1. **PURPOSE:** The Purpose and Intent of this Invitation for Bid (IFB) is to establish a firm fixed price contract for the inspection and sampling of asbestos containing materials (ACM) and lead containing materials located at 6958 Northumberland Hwy and 76 Judicial Pl both located in Heathsville VA 22473.
2. Please contact Bill Knight, Building Official, for scheduling and coordinating work, answering questions in connection with the scope of work and providing general direction under the resulting contract. He can be reached at (804)-580-8910 or by email: bknight@co.northumberland.va.us
3. **SITE VISIT:** A site visit may be arranged by coordinating with Bill Knight, Building Official.
4. **SCOPE OF CONTRACT:** Contractor shall provide all necessary labor, parts, tools, materials, equipment, delivery and resources as may be required to complete the asbestos and lead survey testing.
 - 4.1. The final report shall meet industry standards and include the results of a pre-renovation and/or pre-demolition (for 76 Judicial Pl. only) asbestos and lead inspection and building material survey which satisfies the requirements of the Virginia Building Code and the United States Environmental Protection Agency's National Emission Standards for Hazardous Air Pollutants. The inspection survey should be conducted in a manner sufficient to identify all suspected asbestos and lead containing materials. The inspector shall determine whether a Total Concentrate Leachate Procedure (TCLP) test is warranted and provide costs for conducting such test for the structure located at 76 Judicial Pl, Heathsville if it is determined by the Board of Supervisors to demolish this structure. The abatement process will be handled by a separate bidding process and is not being considered under this bid.
 - 4.2. The survey shall be documented with the following information and be provided in printed and electronic format with the following information:
 - 4.2.1. Address of property being surveyed.
 - 4.2.2. Name, business, address, and telephone number of the person who conducted the survey.
 - 4.2.3. Copy of the license of the qualified inspector who conducted the survey.
 - 4.2.4. The dates the survey was conducted.
 - 4.2.5. A listing of all materials containing any asbestos or lead and sample taken. Listing to include sample identification number, the sample location, the sample description, the friability of the sample (asbestos), the sample condition and other comments regarding each sample collected.
 - 4.2.6. The name, address, and telephone number of any laboratory used to conduct analyses of materials for asbestos or lead content.
 - 4.2.7. A list of test methods used, including sampling protocols and laboratory methods of analysis, test data and any other information used to identify and quantify any material containing asbestos or lead.

- 4.2.8. Photographs of the property, sampling locations and suspected asbestos and/or lead containing materials.
 - 4.2.9. Completion of a chain-of-custody form documenting the sample transport process and submittal of the samples to the laboratory.
 - 4.2.10. Laboratory results of the samples collected.
 - 4.2.11. Any information necessary to bid the asbestos/lead abatement, which will be handled in a separate bidding process.
5. **WORK COMPLETION:** Actual on-site work is to be scheduled and coordinated with Northumberland County. The site will be available for work completion Monday through Friday. **The time of completion will be a factor in making an award, please indicate availability to begin the project as one of the buildings that needs to be surveyed is being utilized as office space. The timeframe for utilizing the office space is not known, please specify in your bid how this may impact the pricing of conducting the survey.**
6. **AWARD OF CONTRACT:** The award will be made to the lowest responsive and responsible Bidder based on the Total Lump Sum Amount and time of completion. The amount stated in the bid for “Cost Item” (if any) will not be considered in determining the “lowest responsive and responsible bidder”, however Northumberland County at its sole discretion, may deduct from the amount of Total Lump Sum Amount any or all Cost Item(s) if it is in the best interest of Northumberland County. Northumberland County reserves the right to make a separate award for each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of Northumberland County. Northumberland County reserves the right to reject the bid of any Bidder who has previously failed to perform properly or complete on time, contracts of a similar nature, who is not in a position to perform the work or who have habitually and without just cause neglected the payment of bills or otherwise disregarded obligations to subcontractors, materials, or employees.
- Northumberland County is under no obligation to accept the lowest, or any other bid, and expressly reserves the right to reject all bids and to waive any informalities in any bid which do not affect quality, quantity, price or delivery.
7. **BID PRICES:** Bids shall reflect pricing for items listed above in the Scope of Contract. Please provide bid pricing for conducting the survey for asbestos and lead for both buildings done concurrently and also price conducting the survey for asbestos and lead for each individual building if the Board chooses to do only one building at this time.
8. **CLEANING OF SITE:** The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed.
9. **COORDINATION OF WORK:** The Contractor shall plan and coordinate all work through Northumberland County.
10. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for the complete delivery,

ready for Northumberland County use, and shall include all applicable freight charges; extra charges will not be allowed for shipment to multiple locations.

11. **OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared by the Contractor for Northumberland County pursuant to this solicitation and any resulting contract shall belong exclusively to Northumberland County and be subject to public inspection in accordance with the Virginia Freedom of Information Act.
12. The Contractor shall continuously maintain adequate protection of all his/her work from damage and shall protect Northumberland County's property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of Northumberland County. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.
13. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Northumberland County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Northumberland County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
14. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises, at the location of the work, or with the work of any contractor.
15. To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of Northumberland County or any other Contractor.
16. **WORK SITE DAMAGES:** Any damage to existing facilities or equipment resulting from the performance of this contract shall be repaired to Northumberland County's satisfaction at the Contractor's expense. Back-charging for the damage may be necessary.