

INFORMATION FOR BIDDERS

Bids will be received by City Of Huntington herein called the ("Owner") via Bid Express, www.bidexpress.com.

Schedule:	Bid released	October 1 st , 2021
	Questions due	October 28 th , 2021 10:00 a.m.
	Bid due date	November 4 th , 2021 10:00 a.m.

Inquiries shall be emailed to Dan Underwood at dunderwood@huntingtonwv.gov. Questions about the bid document must be submitted through bidexpress.com.

Bidders shall submit bids for asbestos testing on a price per sample and per hourly rate and must be submitted through bidexpress.com no later than the above date and time. At that time bids will be opened in the City Clerk's office, 800 5th Avenue Huntington WV 25701.

Quotations for inspections are to include all required samples and laboratory work in accordance with state and federal testing and inspection requirements. Bidders should base their bids on structures located within the City limits of Huntington. All inspections shall be completed within seven to ten (7-10) working days (including laboratory results) from the date of notification from the City of Huntington, Planning and Development. There may be on occasion a need for emergency testing in which results will be needed within 24-48 hours if at all possible. In the event asbestos containing materials are identified, a limited asbestos bulk sample survey report is to be submitted to the City of Huntington, Planning and Development Office.

If a structure is determined to have **NO ASBESTOS OR LESS THAN 1% CONTAINING MATERIALS**, a letter is to be sent, on company letterhead, to the City of Huntington, Planning and Development Office stating that no asbestos containing materials, have been identified and the structure is "**free and clear.**" The letter is to include the inspection date, the inspector's name(s), and an index of samples to include the location(s).

The agreement for asbestos testing shall be for a three (3) year contract to be renewed annually for asbestos inspection and testing services for structures identified by the City of Huntington, Planning and Development Office, from the date of execution of the agreement, and the City shall have the exclusive, irrevocable option to renew the agreement under the terms and conditions of the agreement, and at the prices quoted in response to the Specifications and Request for Proposals by the successful bidder. ***Disclaimer –each structure will be different based on size, age, number of rooms, materials, etc.***

The owner may waive any informalities or minor defects or reject any and all bids. And any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the

INVITATION TO BID #: 2021-10-01 Asbestos Testing 2021 CDBG

specified period, the time may be extended by mutual agreement between the owner and the bidder.

After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the nature of the work to be done.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.

The party to whom the contract is awarded will be required to execute the agreement within ten (10) calendar days from the date when notice of award is delivered to the bidder. The notice of award shall be accompanied by the necessary agreement. In case of failure of the bidder to execute the agreement, the owner may at his option consider the bidder in default. The owner within ten (10) days of receipt of acceptable agreement signed by the party to whom the agreement was awarded shall sign the agreement and return to such party an executed duplicate of the agreement. Should the owner not execute the agreement within such period, the bidder may by written notice withdraw his signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the owner.

The notice to proceed shall be issued within ten (10) days of the execution of the agreement by the owner. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the owner and contractor. If the notice to proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The owner may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as the owner may request. The owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted.

Award will be made the lowest responsible bidder. If the lowest responsive bid received at the bid opening exceeds the amount of funds available to finance the contract:

- (1) The owner may without taking deductive alternates:
 - (a) Reject all bids;
 - (b) Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder.
- (2) The owner may take deductive alternates in the order shown in the Invitation for Bids until at least one of the responsive bids less deductive alternates result in a price within the funds announced as available. Then award may be made to that bidder. It should be

INVITATION TO BID #: 2021-10-01 Asbestos Testing 2021 CDBG

noted that this procedure may change the order of bidders and thus extra care will be exercised to insure that:

- (a) All responsive bids are considered;
 - (b) Deductive alternates have been taken in the exact order shown in the Invitation for Bids; and
 - (c) Only sufficient deductive alternates have been taken to reduce at least one of the responsible bids to or below the amount of funds announced as available.
- (3) In no event, however, will the owner negotiate with the low bidder or other bidders in order to reduce the cost within the funds available.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, including Chapter 21, Article 11 of the Code of West Virginia concerning Contractor Licensing Act.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure the employment and economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low and very low income persons, particularly who are recipients of HUD assistance for housing.

Community Development Block Grant funds (CDBG) will be utilized for this project. CDBG grantees are prohibited from the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids, except in those cases where applicable Federal statutes expressly mandate or encourage geographical preference.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from the obligation in respect to their bid.

Further, the bidder agrees to abide by the requirements under Federal Fair Labor Standards Act. The successful bidder must supply the names and addresses of subcontractors as well as supply the names and addresses of major suppliers and subcontractors when requested to do so by the owner.