

**SEALED BID REQUEST FOR ASBESTOS SURVEY  
& ABATEMENT REMOVAL INSPECTION  
WITH PROPOSED FORM OF CONTRACT**

**Pottawattamie County, Iowa**

**Project Description**

The Pottawattamie County (County), is seeking bids on asbestos surveys on ten (10) flood damage properties in northwest portion of the County. The County is working with the Iowa Department of Homeland Security and Emergency Management Division (HSEMD), the Iowa Economic Development Administration (IEDA), and the Metropolitan Area Planning Agency (MAPA) to implement a program designed to voluntarily acquire and demolish flood damaged properties. State and Federal funding sources are anticipated to be secured for this program. Funding sources may include one or all of the following: Hazard Mitigation Grant Program administered by the Federal Emergency Management Agency and HSEMD; Community Development Block Grant Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development and the Iowa Economic Development Authority; and Iowa Flood Recovery Fund administered by HSEMD. Selected firm must adhere to Part 200 Contract Provisions for Non-Federal contracts under Federal Awards attachment as Exhibit A, as well as the required contract language under Exhibit B.

**Project Scope**

A list of properties to be surveyed is attached as Exhibit C. Interested bidders should account for the following phases:

**Phase I - Asbestos Survey**

- The County's buyout program is strictly voluntary, thus any property owner may withdraw at any time and additional properties added to the buyout list. As a result, the actual number of residential properties requiring asbestos survey could vary from those proposed.
- All properties to be surveyed remain privately owned. The County has obtained Right of Entry Agreements to conduct the asbestos surveys. The County prefers issuing one comprehensive notice to proceed; however, bidders should take into consideration the County's notice to proceed may occur in separate phases depending on property owner responses. The County will provide contact information on each property owner and coordinate with the selected contractor at gaining access.
- The contractor retained by the County shall agree to defend, indemnify, and hold harmless the property owner from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or less and expense arising from contractor's performance to complete asbestos and environmental inspections to be paid for by the County.
- All asbestos surveys and reports will be completed within 21 days of the County's notice to proceed.
- Contractor should anticipate not all structures would be available at the same time, properties will be released in groups as access is granted or at time of closing.

- Due to the property damage and varied level of clean-up or partial demolition that has occurred since the flood event, some properties may be determined unsafe to enter limiting the ability to complete the survey. In such circumstance, the contractor shall use an Iowa licensed project designer who is also a Certified Industrial Hygienist (CIH) or Iowa licensed Professional Engineer (PE) to inspect the safety of the structure. If a property is determined unsafe, a written explanation of the reasons for the determination shall be provided to the County. Upon concurrence of the County, the contractor shall include specifications for demolition of unsafe buildings containing assumed ACM in accordance of OSHA asbestos regulations at 1926.1101(g)(6)(ii). The cost of this service shall be equal to that bid for the Phase I Asbestos Survey.
- Although the County is not aware of environmental issues associated with these properties, the contractor shall determine the level of protective gear and other precautions necessary to safely conduct the survey.
- The contractor shall also note any other non-asbestos environmental concerns that the County should investigate further.
- Inspections shall be made by an Iowa licensed asbestos inspector(s).

#### Phase II - Asbestos Abatement Post Removal Inspections

- Since the actual number of properties ultimately acquired will vary and a portion of the properties may be clear of asbestos containing materials, the number of demolitions requiring monitoring are anticipated to be less than the proposed 8 properties to be surveyed. We request that bids be based on an estimated 4 follow-up monitoring inspections.
- Due to the number of properties involved, asbestos abatement removal inspection will occur as removal is completed to inspect. It is to be noted that contractor should anticipate multiple trips over the abatement time to expedite the demolition.
- Contractor will be able to charge a re-inspection fee to the County if incomplete abatement is not corrected at the time of inspection.

#### Basis for Award

The County will award a contract based upon the lowest responsible bid.

#### Right to Cancel/Reject Proposals

The County reserves the right to cancel this request for bids at any time during the procurement process. They may also reissue this request or re-request bids at any time as well. Any bids received, prior to cancellation, will be returned to their respective vendor(s), along with an explanation of said cancellation. An Agreement, between the County and lowest Bidder, will be executed upon HSEMD review and County Council approval of the procurement process, analysis of quotes, and contractor selection. The County has the right to reject any and all proposals for any or no reason and re-advertise the project.

#### Due Date

Duplicate bids must be placed in a sealed envelope and received by September 30, 2022 by 4:30 p.m. to be considered.

### **Submittal Requirements**

Envelopes containing bids must be sealed and addressed to the office of Planning and Development; Pottawattamie County Courthouse Annex; 223 S 6<sup>th</sup> Street; Council Bluffs, Iowa 51503. "Bid for Asbestos" shall be shown in the left corner of the envelope or other visible alternate location. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.

All bids will be publicly opened and read on October 3, 2022.

Complete and print the **highlighted** sections of the agreement on page 4 through 9, sign agreement on page 14, and Include original agreement and one copy in your submittal envelope.

Complete and print the **highlighted** sections on Exhibit C on page 13, sign the bid tabulation form, and Include in your submittal envelope.

Provide a brief narrative (no more than three pages) based on the questions listed on Exhibit D on page 14 and include in your submittal envelope.

Bidder/Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

County, State, and Zip Code: \_\_\_\_\_

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Pottawattamie County, Iowa (hereinafter referred to as "County") and \_\_\_\_\_, (hereinafter referred to as "Contractor" or "Bidder").

WHEREAS, the County requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above identified project; and

WHEREAS, the County requires an asbestos survey identifying asbestos containing material (ACM) and monitoring of asbestos removal; and

WHEREAS, the Contractor certifies to be an individual licensed by, or an entity permitted by Iowa Workforce Development to perform asbestos surveys, is an Iowa registered Contractor, is qualified and willing to perform the work required in accordance with standards and criteria hereinafter set forth, and pursuant to the terms provisions and conditions hereof, and

WHEREAS, all bids will be publicly opened and read on October 3, 2022.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Contractor agrees to furnish all tools, labor and materials for the proposed asbestos surveying and monitoring of abatement in accordance with all applicable plans, specifications, codes and ordinances of the Pottawattamie County, Iowa, Asbestos Statutes and Rules (published by the Iowa Division of Labor), 40 CFR Part 61, NESHAP, and any other applicable Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. (Contractor must submit a copy of their current unexpired Iowa permit/license to perform asbestos surveys and their Iowa Contractor Registration). Work to be performed includes the following:

Phase I - Asbestos Survey

- Performing a comprehensive investigation of all areas to locate and identify asbestos containing materials (ACM), in each structure located at the address(s) listed as Attachment A, unless directed otherwise for a specific address.
- Taking an adequate number of samples to identify all ACM. Sampling is to be accomplished by the least invasive and destructive techniques as possible to thoroughly locate and identify all ACM. Visual sampling may be part of the process but alone is not sufficient.
- Suspect materials will be sampled, submitted to and analyzed in a laboratory accredited by NIST/NVLAP (National Institute of Standards and Technology/ National Voluntary Laboratory Accreditation Program), AIHA (American Industrial Hygienic Association) or another

accredited laboratory. Bidder shall indicate the name of the Laboratory it intends to use and its accreditation with its proposal. Whenever feasible, samples shall be collected from locations that are not readily visible to occupants, and reasonable measures shall be taken to repair or patch sampling sites.

- Provide detailed individual reports for each address, which are to include the following:
  - Property address
  - Photo of each structure tested
  - Date tested/sampled
  - Name, signature, and license number of the inspector who collected the bulk samples
  - Name of Laboratory used for bulk sample analysis
- Bulk sample lab analysis sections of the reports must include:
  - Client sample identification number
  - Laboratory sample identification number
  - Analytical technique used
  - Laboratory quality control procedures
  - Physical description of sample, as received
  - Type(s) and estimated percentage of asbestos
  - Type(s) and estimated percentage of non-asbestos fibers
  - Type(s) (if known) and percentage of other components
  - Date of analysis
  - Name of bulk sample analyst
  - Analyst's signature or other authorized laboratory signatory
- Providing written and graphic specifications for required asbestos abatement procedures.

#### Phase II - Asbestos Abatement Post Removal Inspections

- Verifying the removal of ACM as outlined in your Survey Report through inspection and providing clearance reports following completion
  - Provide written confirmation
2. The firm conducting asbestos surveys and monitoring of abatement shall not be eligible to perform asbestos abatement on those same properties. Bidder must include a copy of their current license or permit from Iowa Workforce Development as well as their current Iowa Contractor registration certificate with this submittal.
  3. **Communications/Inquiries by Contractors.** Please be advised that *any* communication, including conversation in person, by phone, fax or email between Bidders and any County employee, official, or representative other than as set out below under "Addenda" during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Bidder from the Contractor's List and rejection of the Contractor's bid.
  4. **Addenda.** Any Prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, if any, bid specifications, etc. must make such request in writing soon enough to allow a

reply to reach all prospective Bidders prior to the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. All requests must be in writing and be presented to the County's Project Manager, Ryan Ossell, and submitted no later than 4:30 P.M. on September 30, 2022. Faxes or emails may be sent to: 402-951-6517 or [rossell@mapacog.org](mailto:rossell@mapacog.org). Any and all requests will be responded to in the form of written Addenda issued to all Bidders. All Addenda that you receive shall become a part of the Contract documents; copies will be mailed to all Contractors submitting bids no later than September 30, 2022. Such Addenda will be acknowledged and dated by you on the Signature Page of your Bid Submittal.

- 5. Certification of Independent Price Determination.** The Bidder certifies that the prices in this submittal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices; the intention to submit a Bid; or the methods or factors used to calculate the prices offered.

The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening, unless otherwise required by law; and no attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

Each signature on the Bid is considered to be a certification by the signatory that the signatory is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to any paragraphs of this provision.

- 6. Contract Price.** Payment for work completed shall be based on the following Contract price shown on the Bid Tabulation Sheet(s) marked Exhibit "C". All bids are on a "not to exceed" basis; changes in the scope of work will take the form of written amendments. (See below). Payment for work completed shall be based on:

- Labor and materials required for adequate surveying and sampling of any structures purchased by the County as part of the HMGP Buyout Program. It is expected the Contractor will assume an average of 30 samples per structure to perform an adequate survey.
- A written report on each property as outlined previously.
- Lab analysis of the samples submitted as outlined previously.
- Monitoring, verification and reporting of abatement as set out in the resulting reports.
- Issuance of a final clearance letter to indicate successful abatement of asbestos, which may require multiple inspections.

- 7. Non-adherence** to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.

The name of the laboratory to be used for this project is Insert lab name and address and its (their) accreditation is from accreditation (failure to indicate this information will cause this submittal to be considered non-responsive.)

8. Bid submittals will be first reviewed individually for qualification purposes. The factors outlined below will be the preliminary requirements for award consideration. Once contractor qualification and suitability has been determined, all Contractor submittals will be compared and price will be the sole determining factor in the award of this work. A Contractor's submission of a bid constitutes their acceptance of the foregoing award methodology and their recognition and acceptance that the County will use this process.
9. Award of the bid shall be made to the lowest Bidder meeting the specifications set forth herein. The following is a list of requirements that will be used in our determination of a Bidder's qualification and suitability:

- Satisfactory experience in the timely completion of asbestos surveys;
- Company's reputation and financial status;
- Past experience and service provided by the bidder to the County;
- Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services in a timely manner and provide the products/ services as specified;
- Company's ability to meet the County's insurance and bonding requirements;
- Strength of bidder's hiring and training programs;
- Company's ability to immediately fully staff the project with certified, licensed staff; and
- Strength of the company's safety program and history.

The County reserves the right to reject any and all bids, to waive, what is in its sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of the County, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection. The County will enter into such contract as it shall deem to be in its best interest. The County reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

10. The County shall determine which bidder has submitted the lowest responsible and responsive bid, and shall make its recommendation to the County Board. The bid award will be made no later than October 11, 2022.

The County Board shall consider a resolution awarding the contract and authorizing the Chairperson to sign this contract on behalf of the County. No contract shall be deemed to be created and exist, unless and until:

- The County adopts a resolution awarding this contract and authorizing the Chairperson to execute this contract.

- The Chairperson signs this contract.
  - The County issues a “Notice to Proceed” to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.
- 11.** If the County determines that all the bids received should be rejected, the bidders shall be notified by the County accordingly. At that point, the County may, or may not, re-bid the project.
  - 12.** The Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for asbestos surveying, monitoring of abatement, clearance letters, all permits, licenses, inspections, sampling, lab analysis, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work in accordance with these plans and specifications.
  - 13.** Contractors shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of the Contractor to make a personal examination of the job site and the physical conditions which may affect his bidding and performance under the contract.
  - 14.** The work shall commence within five (5) days after being notified and Asbestos Surveys shall be completed and within 21 days of notification.
  - 15.** Payment shall be requested in writing by the Contractor on a properly executed claim, bill or statement. Payment will be made to the Contractor within forty-five (45) days after the submittal of an invoice.
  - 16.** The Contractor shall not begin work on any surveying or monitoring until after the contract has been approved by the County Council and a completely executed copy has been returned to the Contractor with Notice to Proceed.
  - 17.** During the performance of this Contract, the Contractor for itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained on Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.
  - 18.** This Project is totally or partially funded by FEMA. FEMA and Iowa Homeland Security & Emergency Management site monitor(s) may be present to observe and monitor survey procedures at the worksite.
  - 19.** The successful bidder will protect and hold harmless the County, the US Government, FEMA, State of Iowa, their agencies and agents from claims and damages of any kind arising out of the performance of this contract.
  - 20.** The Contractor awarded this work shall provide the following with the County listed as certificate holder:





## EXHIBIT A – Part 200 Contract Provisions

### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

## **Exhibit B – Required Contract Language**

## **REQUIRED CONTRACT LANGUAGE**

All project contracts shall contain at a minimum the following provisions, as appropriate.

### **ALL CONTRACTS**

#### **1. Access and Maintenance of Records**

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

#### **2. Civil Rights**

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259  
*Equal Opportunity Housing*
- Iowa Civil Rights Act of 1965.  
*This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).  
*Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
*Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).  
*Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
*Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*The purpose of section 3 of the Housing and Urban Development Act of 1968 ( 12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.*

### **3. Termination Clause**

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

### **4. Certification regarding government-wide restriction on lobbying.**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

### **5. Lead-Safe Housing Regulations (As applicable)**

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

## **6. Recycled Materials**

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

## **7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

## **ALL CONTRACTS IN EXCESS OF \$10,000**

### **Federal Executive Orders 11246 and 11375:**

*Provides that no one be discriminated in employment.*

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ALL CONTRACTS IN EXCESS OF \$100,000**

### **Clean Air and Water Acts:**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

### **Clean Air and Water Acts - required clauses:**

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.



## **ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**

### **Federal Labor Standards**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

### Exhibit C – Property List

Address	Type
14897 Marigold Lane, Crescent, Iowa	Single Family
32603 140 <sup>th</sup> St, Crescent, Iowa	Single Family
30058 152 <sup>nd</sup> St, Crescent, Iowa	Single Family
30070 N 152 <sup>nd</sup> St, Crescent, Iowa	Single Family
15273 Missouri Ave, Crescent, Iowa	Single Family
26997 152 <sup>nd</sup> St Crescent, Iowa	Single Family
24699 152 <sup>nd</sup> St, Crescent, Iowa	Single Family
24687 152 <sup>nd</sup> St, Crescent, Iowa	Single Family
29420 Sandy Loop, Crescent, Iowa	Single Family
25465 Meadowlark Loop, Crescent, Iowa	Single Family

## Exhibit C – Bid Tabulation

Name of Business: \_\_\_\_\_

Business Classification (check all that apply): ☐ Individual ☐ Partnership ☐ Corporation

Business Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

FID/SSN: \_\_\_\_\_

Bid Tabulation			
Phase	Price Per Unit	Number of Units	Total
Phase I – Asbestos Survey including lab costs	<u>          </u>	@ 10	<u>          </u>
Phase II – Asbestos Abatement Monitoring	<u>          </u>	@ 5	<u>          </u>
Total Phase I and Phase II Bid Price			<u>          </u>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Insert Name and Title

## **Exhibit D – Narrative**

Attach no more than three pages which outlines the following:

1. Background of the firm, ownership, services offered, number employees, etc.
2. Description of experience in asbestos surveys including inspection of flood damage properties.
3. Company's ability to fully staff the project with licensed staff.
4. Listing of key staff to be assigned to the project.
5. Other information the bidder would like to provide.
6. Provide three professional references.