



**Solicitation Number: RFQ20000239**  
**Asbestos Abatement of Old Zone 3**

Request for Quote (RFQ)

**City of Pittsburgh**

June 08, 2020 - July 07, 2020

## General Header Information

**No.** RFQ20000239  
**Title:** Asbestos Abatement of Old Zone 3  
**Start Date:** June 08, 2020 at 2:00:00 PM EDT  
**End Date:** July 07, 2020 at 3:00:00 PM EDT  
**Vendor Q&A Start Date:**  
**Vendor Q&A End Date:**  
**Estimated Total Value:**  
**Who can respond to this bid? :** All Vendors  
**Description:** The City of Pittsburgh, Office of Management and Budget, is soliciting quotes for Asbestos Abatement of Old Police Zone 3 (1729 Mary Street, Pittsburgh, PA 15203).  
  
Bids not to exceed \$30,000.00.  
**Delivery Terms:** Free On Board Destination  
**Payment Terms:** Net 45 Days  
**Contact Information:** City of Pittsburgh  
Kathleen Nieves  
414 Grant Street Room 502 Pittsburgh PA, 15219 United States  
Tel: 412-255-2483  
kathleen.nieves@pittsburghpa.gov  
**Contact Details:** If you have any questions, Please contact:  
Kathleen Nieves  
414 Grant Street Room 502 Pittsburgh PA, 15219 United States  
Tel: 412-255-2483  
kathleen.nieves@pittsburghpa.gov  
**Selected Categories:** Industrial Production and Manufacturing Services (73000000)  
Industrial Cleaning Services (76000000)

## Solicitation Requirements: Detailed Scope of Contract

### *Detailed Scope of Contract*

The City of Pittsburgh is seeking abatement of asbestos-containing material and lead remediation located at Old Police Zone 3 (1729 Mary Street, Pittsburgh, PA 15203). Per the attached asbestos report (Attachment A), ACM was detected in pipe fittings, floor tile, mastic, boiler packing and fire doors. Please note that the report refers to the building as Fire Station #24, however the vacant side of the building is Old Police Zone 3. The Fire Station side has been abated, and is not included in this scope. The estimated square footage for all spaces to be abated is listed below, although vendors should field verify all amounts for their quotes:

- 1,050 square feet (first floor)
- 1,350 square feet (basement)
- 35 fire doors
- Boiler packing
- 60 pipe fittings

In addition to the above requested work, the City requires remediation of the lead-containing material present in the former firing range area. The range will be temporarily unlocked during the pre-bid walkthrough day.

- 2,000 square feet

Additional Specifications:

- Work is to be completed in the vacant side of an active Fire Station. Precautions must be made to ensure the safety of Firefighters and ease of access/egress of Fire apparatus at all times.
- There is network equipment on site that **cannot** be moved or disconnected, which must be protected, and precautions must be made to ensure no damage will occur to any equipment.
- All work must be done in accordance with Federal, State, and Local regulations. After completion of the abatement, third party air test should be performed and a report presented to the designated City official within the Department of Public Works before the job deemed satisfactory.
- Schedule will need to be coordinated with Department of Public Works staff before the work can begin. The project must be completed no later than September 14, 2020.
- Only lump sum quotes will be accepted. Start of work will be determined based on the EPA timeline.

There will be a mandatory walkthrough is June 23, 2020, at 9:00 A.M.

## Solicitation Opening & Period of Contract

### *Solicitation Opening:*

Separate and sealed bids will be received electronically until **3:00 P.M.**, prevailing time, **Tuesday, July 7, 2020**, for **Asbestos Abatement of Old Zone 3**.

### *Period of Contract*

One-Time Purchase.

# City of Pittsburgh Standard Terms and Conditions

## *Bidding Terms and Conditions*

## **1. BID SUBMISSIONS**

All bids must be submitted electronically. No bids shall be accepted in person, by U.S. Mail, by private courier service, via oral or email communication, telephone or fax transmission.

## **2. BID ERRORS**

If a Bidder submits a bid with a price that is patently incorrect, such that a "reasonable person" would recognize the error, the Bidder shall be given the opportunity to withdraw the entire bid or only the incorrect line item in a bid. If the Bidder wishes to withdraw the entire bid or only a line item, the Bidder shall, within five working days of bid opening, state in a letter to the City the reason for the mistake and request that the City not consider the bid or line item for award.

## **3. SPECIFICATION ERRORS AND BULLETINS (AMENDMENTS)**

If any alleged errors are noted in the bid specifications, bidder should immediately notify the City and, if confirmed, a bulletin shall be sent to all bidders. A copy of all bulletins issued shall be submitted electronically with the suppliers bid.

## **4. CLARIFICATION**

The City reserves the right to request clarification of any bid before bid award.

## **5. QUALIFIED BIDDERS**

All bidders must be merchants dealing in the goods and services on which they bid, and must be qualified to advise as to their application and use. Bidders warrant, and must be able, upon request, to demonstrate, that they possess the knowledge, experience, skill, capital, stock, charters, licenses, permits, patents and personnel necessary to satisfactorily perform the contract for which they submit bids.

## **6. PRE-PRINTED TERMS AND CONDITIONS**

Bidder's pre-printed Terms and Conditions or restrictions commonly appearing on the reverse side of letters submitted with the bid and/or bidder's specifications material and contract documents shall be disregarded and have no effect

## **7. SOLICITATION ONLY**

This Invitation for Bid is a solicitation only and is not intended to be nor should it be construed to be an offer to enter into any contract or other agreement.

## **8. FATAL BID ERRORS**

The following errors shall be deemed fatal and render the bid void: Failure to sign the bid, or bond or both, If the signatures are those of unauthorized persons, or If there is no stated pricing. All other errors are waivable at the sole discretion of the City if such errors would not invalidate a fair and just competitive bidding procedure free of favoritism and fraud and a common standard for all bidders.

## **9. CONTRACT**

By submitting a bid, the bidder warrants that if the City makes an award to the bidder, bidder shall, at the option of the City, enter into a written contract with the City. This contract shall consist of the terms and conditions set forth in the solicitation, specifications, and these General Conditions and Instructions to Bidders. If no bid bond or substitute is required and bidder fails or refuses to execute the required documents within thirty (30) days after award by City, bidder shall pay to the City the difference in the amount specified in bidder's bid and the amount City shall pay to fulfill the specifications.

## **10. ALTERATIONS/CORRECTIONS**

Any alteration, erasure, addition to or omission of required information, change of the specifications or bidding schedule, is made at the risk of the prospective contractor and may result in the rejection of the bid, unless such changes are authorized by the specifications.

#### **11. COLLUSION BETWEEN BIDDERS**

If the City develops reason to believe that a single prospective Contractor is involved in the submission of more than one proposal for the same project, which is sufficient cause for rejection of all proposals in which collusion between bidders is suspected.

#### **12. REJECTION OF BIDS**

The City reserves the right to reject, for any reason, any or all bids if it is in the best interest(s) of the City to do so.

#### **13. UNIQUE BIDS**

Each bidder may only submit one (1) bid on behalf of the organization and all subsidiaries.

*Do you agree to the City's Terms and Conditions? (Yes or No)*

**Purchase Order Terms and Conditions**

*Purchase Order Terms and Conditions*

The following terms and conditions shall apply to all purchases of goods and services by the City of Pittsburgh including, but not limited to: purchase orders, change orders, and blanket orders.

## **CITY OF PITTSBURGH STANDARD TERMS AND CONDITIONS**

**1. Parties:** The City of Pittsburgh, Pennsylvania shall be referred to herein as "City" and the party to whom the City has issued this Purchase Order shall be referred to herein as "Seller". This Purchase Order constitutes a binding contract between City and Seller when accepted by the Seller either by express acknowledgement, by commencement of shipment without reservations, or by commencement of performance of services.

**2. Tax Exempt:** The City is exempt from federal, state and city taxes for tangible personal property.

**3. Compliance with Law:** Seller at all times shall comply, and assist City in complying with, all applicable state, federal and local laws, rules and regulations. All goods, wrappers and containers shall bear markings and labels required by such laws, rules or regulations.

**4. Identification/Shipping Requirements:** A Purchase Order number must appear on all correspondence, invoices and packages relating to this Purchase Order. Packing lists must accompany each shipment or delivery of goods.

**5. Pricing/Discounts:** This Purchase Order shall not be filled at a higher price than stated herein or charged previously without written authorization from City.

**6. Invoices:** Seller shall submit an original invoice, on each Purchase Order after each delivery. Invoices shall indicate the Purchase Order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Invoice shall be mailed to the appropriate department, as listed on the purchase order or contract. Invoices that do not have a City Purchase Order number are subject to delay.

**7. Absence of Purchase Order:** City accepts no responsibility for goods and equipment delivered without a Purchase Order.

**8. Quality:** In the absence of a specification or sample, all goods supplied shall be within the normal limits of industry quality.

**9. MSDS Requirement:** Seller shall provide Material Safety Data Sheets (MSDS) for all hazardous materials that are sold to City.

**10. Delivery Date:** The date of delivery of all goods shall be within 30 days after receipt of order or that date specified in the Purchase Order.

**11. Incorrect Delivery:** All goods shall be delivered at the delivery point specified in the Purchase Order. If goods are incorrectly delivered, Seller will be held responsible for any additional expense incurred in delivering them to their correct destination.

**12. Acceptances and Rejections:** (a) Any acceptance of this Purchase Order, whether given orally, in writing or by assent, shall be effective only to the extent that the terms of the acceptance do not, either materially or otherwise, limit, modify or add to the terms of this Purchase Order, and this Purchase Order shall be deemed accepted on exactly the terms set forth herein. Seller's shipment or delivery of any goods and/or services pursuant to this Purchase Order shall constitute a waiver by Seller of any right to claim that its acceptance hereof constitutes or constituted a counteroffer or that the terms and conditions of such acceptance are binding on City. (b) All pricing noted on this purchase order is binding. It is the responsibility of the Supplier to notify Procurement should a discrepancy exist between the purchase order pricing and the Supplier's anticipated invoice price. Should the Supplier fail to notify and fulfill the purchase order at an increased price without obtaining prior authorization, the Supplier may be subject to a reduced payment. (c) All goods and/or Services shall be received by City subject to City's right of inspection and rejection. Goods and/or services shall not be deemed accepted until after final inspection by City. Delivered goods and/or services found to be defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order shall be rejected at City's option and returned to Seller at Seller's expense.

13.

**14. Title:** Title to the goods ordered by this Purchase Order shall pass to City when delivered to City's destination and accepted by City, unless otherwise stipulated in this Purchase Order.

**15. Work on City's Premises:** Should work under this Purchase Order involve operations by Seller on City's premises, Seller shall take all necessary precautions to prevent injury to persons or property during the progress of such work. Seller shall maintain public liability, property damage and employer's liability and compensation insurance in amounts sufficient to protect City from any claims including, but not limited to, claims under any applicable workmen's compensation and occupational disease acts.

**16. Assignments and Sub-Contracting:** The Purchase Order shall not be assigned by seller nor sub-contracted as a whole. Seller shall not sub-contract any part of the work without City's written consent, which shall not be unreasonably withheld. Seller shall be responsible for all work done and goods supplied by all subcontractors.

**17. Insolvency:** If Seller becomes insolvent or makes an arrangement with its creditors or has a receiver appointed, City may, without prejudice to any of its rights, terminate the Purchase Order immediately by notice to Seller or any person in whom the purchase may become vested.

**18. Indemnification:** For value received, the Seller shall defend, indemnify, save, and hold the City, its agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, liabilities, expenses, costs and attorney's fees related to such claims resulting from any negligent or intentional act or omission, or the violation of any federal, state or local law or regulation, by the Seller, its subcontractors, agents, assigns, invitees, or employees in connection with this Purchase Order. Seller also agrees to save and hold harmless the City, its employees and agents for infringement of any United States patent, trademark, or copyright for or on account of the use of any product sold to the City or used in the performance of this Purchase Order.

**19. Non-Waiver:** City's failure to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor of City's right thereafter to enforce each and every provision.

**20. Force Majeure:** Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of the Purchase Order is delayed or prevented by unforeseeable causes including but not restricted to Acts of God, restraint of Government, or for any other causes which are unavoidable through the exercise of due care and beyond the control of the party who is to perform.



**21. Entire Agreement:** Subject to paragraph 21 below, this Purchase Order together with any exhibits, schedules or other attachments hereto, contains the entire agreement of the parties with respect to the subject matter hereof. This Purchase Order may not be modified or terminated orally, and no claimed modification, termination or waiver shall be binding on City unless in a writing signed by a duly authorized representative of City. No modification or waiver of this Purchase Order shall be deemed effected by any acknowledgement or confirmation by Seller containing other or different terms. All titles to clauses contained in this Purchase Order are for identification only and shall not be construed as being a substantive part of this Purchase Order.

**22. Other Agreement:** If City and Seller both have executed a written agreement which covers the transaction contemplated by this Purchase Order (the "Other Agreement"), then this Purchase Order is issued under and constitutes a part of the Other Agreement, and, to the extent of any inconsistency between the terms and conditions of this Purchase Order and the terms and conditions of the Other Agreement, this Purchase Order shall be subject to the terms and conditions of the Other Agreement. As used herein, a written agreement shall be "executed" by both City and Seller only if individuals who are duly authorized officers of City and Seller have both physically signed their names to the written agreement in their capacities as officers of City and Seller.

**23. Limitation of liability:** To the fullest extent permitted by law, no claim may be made by seller against any city official, employee or agent of City, for any special, incidental, indirect, consequential or punitive damages in respect of any claim arising from or related in any way to this purchase order or any statement, course of conduct, act, omission or event occurring in connection herewith (whether for breach of contract, tort, or otherwise). Seller hereby waives, releases and agrees not to sue upon any claim for any such damages, whether such claim presently exists or arises hereafter and whether or not such claim is known or suspected to exist in its favor.

**24. Governing law:** This Purchase Order and any and all disputes, causes of action or other claims arising out of or in any related hereto (whether for breach of contract, tort or otherwise), shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to choice or conflicts of law principles.

**25. Price:** This Purchase Order shall not be filled at higher prices than specified herein. If price terms are omitted from the face hereof, the price of the goods shall be the lower of the price last quoted or paid (whichever is later).

**26. Anti-discrimination:** Seller shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job related handicap, or sexual orientation. Contractor shall comply with the applicable provisions of the Pittsburgh Code of Ordinances, Title Six - Conduct Article V Discrimination, and any amendments thereto. Contractor also shall comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. Seller shall incorporate in any subcontracts which may be permitted under the terms of the contract, a requirement that said subcontractors also comply with the provisions of this section.

**27. Payment of taxes and set-off:** Seller warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by Contractor are current and not delinquent. If the City determined that there is an outstanding delinquency, that delinquency must be satisfied before a contract will be awarded to the delinquent Seller. If any taxes or municipal claims become delinquent or owing during the term of this agreement or prior to final payment by City, Seller hereby grants City the right to set-off that indebtedness against any amounts owing to contractor under the terms of this Purchase Order. If, at any time, the Seller fails (or has failed) to enter into any contract awarded by the City, the City expressly reserves the right to recoup any and all costs associated with rebidding or re-awarding of any contract awarded to this Seller to another Seller. City reserves the right to apply set-off payments in whatever manner it deems appropriate.

**28. Confidentiality:** All non-public, confidential or proprietary information of the City, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by City to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Purchase Order is confidential, solely for the use of performing the Purchase Order and may not be disclosed or copied unless authorized by City in writing. Upon City's request, Seller shall promptly return all documents and other materials received from City. City shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) rightfully and legally known to the Seller at the time of disclosure; or (c) rightfully and legally obtained by the Seller on a non-confidential basis from a third party.

**29. Survival:** Provisions of this Order which by their nature should apply beyond any termination of this Order will remain in effect for the period expressed within the Section but not longer than a period of two (2) years.

**30. Severability:** If any term or provision of this Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Order or invalidate or render unenforceable such term in any other jurisdiction.

**31. Insurance:** Seller shall carry such policies of general liability, errors and omissions, workers compensation and other such usual and customary insurance coverages in amounts as may be necessary to insure itself against claims, liability or damages arising out of or connected to the performance of its obligations under this Purchase Order.

**32. Change orders:** Seller agrees that the Maximum Cost for Contractor's Fees set forth in this Contract shall not be exceeded without prior written approval by the City and a change order to the Purchase Contract has been issued.

**33. Non-exclusivity:** The City reserves the right at its sole discretion to utilize other contracts (such as Commonwealth of Pennsylvania or County of Allegheny contracts) for the services described herein. The City also reserves, at its sole discretion, the right to bid separately any services that may be included in this agreement.

**34. Contract not to be awarded to entities in arrears to City:** City may refuse to award to any corporation, firm or individual who is, for any reason, in arrears to the City or who has failed, in any former contract with the City, to perform work satisfactorily, either as to the character of the work or the time consumed in its completion.

## Additional Pre-Bid Information

### *Pre-Bid Meeting*

A mandatory pre-bid meeting/walkthrough will be held on June 23, 2020, at 9:00 A.M. at Old Police Zone 3/Fire Station #24, located at 1729 Mary Street, Pittsburgh, PA 15203. Vendors must RSVP your attendance in writing to Kathleen Nieves at [kathleen.nieves@pittsburghpa.gov](mailto:kathleen.nieves@pittsburghpa.gov) prior to the date of the pre-bid meeting. RSVP is required in order to ensure proper accommodations can be met in compliance with current health guidelines. **As the City of Pittsburgh is required to comply with the CDC and PA DOH regulations, all vendors attending the pre-bid walkthrough will be required to wear a face mask and practice proper social distancing. Please ensure face masks are brought to the pre-bid walkthrough.**

**This quote has no questions defined.**

## **Documents:**

Attachment A-Asbestos Survey Report.pdf

Attachment B-Indoor Air Quality Evaluation Old Zone 3.pdf

## Item Specifications

No.	Item	Contract#	Quantity	Unit Size
1*	Asbestos Abatement of Old Police Zone 3		1.00	lump sum
<p><i>Item Specification for Asbestos Abatement of Old Police Zone 3</i></p> <p><i>Description: Please see detailed scope.</i></p> <p><i>Allow Vendor to Enter Negative Value : No</i></p> <p><i>Exclude Line Item from Bid Total : No</i></p>				

