



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS

ASBESTOS ABATEMENT SERVICES
University of Maine System

RFP # 21-09

ISSUE DATE:
July 22, 2009

MANDATORY PRE-PROPOSAL MEETING:
Monday, August 10, 2009 at 1:00 p.m.

PROPOSALS MUST BE RECEIVED BY:
Wednesday, August 19, 2009

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System is seeking proposals for the provision of asbestos abatement services. This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.
- 1.2 Definition of Parties: The University of Maine will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope: The work specified herein shall be removal, encapsulation, and enclosure of asbestos-containing materials as part of the University's Operations and Maintenance Program. The work shall be conducted by competent and willing persons, certified and qualified in the techniques of asbestos abatement, handling, and disposal of asbestos-containing and asbestos-contaminated materials and subsequent cleaning of contaminated areas. Small-sized projects associated with renovation activities may also be included under this contract. The Contractor may also be tasked to perform activities where their expertise in the construction of enclosures, vacuuming and cleaning and use of ventilation units would benefit activities performed by University staff. Examples would include control of epoxy paint fumes and guano removal.

All work under this contract shall be done in strict accordance with all applicable federal, state, and local regulations, standards, and codes governing asbestos abatement and any other trade work done in conjunction with the abatement. The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists the most stringent requirements shall be utilized.

The Contractor will provide asbestos abatement services for all projects having an estimated cost not to exceed \$50,000.00 which have met two conditions: 1) the University's Office of Facilities Management has approved the project prior to any work beginning; 2) The Contractor must be able to complete the asbestos abatement in a time period to be determined by the University. The University is not required to provide a 10-day notification to Maine DEP for much of its O&M work. Bidders should not expect a 10-day window for planning each job.

All asbestos abatement projects performed by the Contractor under the terms of this agreement will be administered by the University's Asbestos and Lead Project Manager and by the Abatement Project Monitor. (See Section 2.8)

- 1.4 Evaluation Criteria: Proposals will be evaluated on criteria deemed to be in the University's best interests, including, but not limited to:
 - 1.4.1 Responsiveness to terms and conditions and ability to meet the specifications of this RFP.
 - 1.4.2 Financial stability of the bidder.
 - 1.4.3 Cost of materials, waste disposal and labor.

- 1.4.4 References.
 - 1.4.5. Prior experience.
 - 1.4.6 Bidder and employee certifications and licenses.
 - 1.4.7 Evaluations of citations, penalties, and claims.
 - 1.4.7 Response time/commitment to response time within the scope of the University's O&M plan.
 - 1.4.8 Bidder's safety program and employee education.
- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.
- Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302
hcwells@maine.edu
- 1.6 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select up to two bidders which, in its opinion, has made the proposal(s) that is/are the most responsive and most responsible and may award the contract to that/those bidder(s). If two bidders are selected the bidder with the most responsive and responsible bid will be designated the primary Contractor (Primary). A second, if selected, will be designated the secondary Contractor (Secondary). The Primary will be offered all the work under this contract. If the Primary is unable to meet a project deadline or refuses a project, that project will be offered to the Secondary. If the Primary is unable or unwilling to consistently provide project support as specified by the terms and conditions of the contract, then the Primary will be discharged in accordance with Section 2.7, and the Secondary will be offered the contract on a primary basis. The University reserves the right to select only one bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

- 1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.11 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.13 Proposal Submission: A **SIGNED** original and five (5) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Wednesday, August 19, 2009**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to call (207) 973-3298 to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together without binding.

- 1.14 Pre-Proposal Conference: A conference will be held on Monday, August 10, 2009 at 1:00 p.m. local time at the University of Maine's Facilities Management conference room, 5765 Service Building, Rangeley Road, Orono, Maine 04469. The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Attendance by all prospective bidders is **mandatory**. Firms

planning to attend this pre-proposal conference should contact Gayla Shaw at 207-973-3313 no later than 4:00 p.m. local time on Friday, August 7, 2009, with the names and titles of the individuals who will attend.

END SECTION ONE

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the University's Purchasing Department, Richard Guthrie, 5765 Service Building, Orono, Maine 04469. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Term:** The Contract term shall be for a period of one (1) year commencing upon September 1, 2009. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.4 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, and services rendered.
- 2.5 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within two (2) days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving ninety (90) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 **Contract Coordinator and Administrator, Project Monitor, and Clarification of Responsibilities:**
 - 2.8.1 **Contract Coordinator and Administrator:** The Asbestos and Lead Project Manager, hereafter referred to as the "Contract Coordinator" shall be the University's authorized representative in all matters pertaining to the administration of this contract. The Contract Coordinator shall have the authority to stop any job activities if they are not being performed in accordance with applicable regulations or guidelines or the requirements of this contract. The University's Contract Coordinator shall be:

Thomas Sukeforth
Asbestos and Lead Project Manager
Office of Facilities Management
5765 Service Building, Room 113
University of Maine
Orono, Maine 04469-5765
(207)581-3069

The alternate Contract Coordinator shall be:

Scott Wilkerson
Sustainability Officer
5765 Service Building, Room 113
University of Maine
Orono, Maine 04469-5765
(207)581-3049

2.8.2 Project Monitor: The Project Monitor shall be a University representative or a designated representative paid by the University. The Project Monitor shall conduct all air sampling, visual clearance inspections, and project monitoring for the University in accordance with all applicable local, state and federal standards notably Maine DEP Chapter 425 Asbestos Management Regulations. In addition the Project Monitor shall act as the University's agent under this contract.

2.8.3 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from:

Richard Guthrie
Purchasing Department
5765 Service Building, Room 101
University of Maine
Orono, Maine 04469-5765
(207)581-3734

2.9 Contract Disputes: If, in the construction of any public work, including buildings, highways, bridges, dams and drainage structures, which the University does by contract, there arises a dispute between the University and the Contractor which cannot be settled, then this dispute shall be submitted to arbitration and both the University and the Contractor shall be bound by the decision of the arbitrator.

The membership of the American Arbitration Association shall be used as arbitrators, and the procedures used for arbitration shall be in conformity with the Construction Industry Arbitration Rules, as administered by the American Arbitration Association.

2.10 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.

2.11 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.

- 2.12 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.13 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.14 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advanced notice.

Further information regarding this policy is available from the Director of Equal Opportunity, North Stevens Hall (207) 581-1226

- 2.15 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.16 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

General Liability: Contractor shall provide General Liability insurance with coverage for premises and operations, products and completed operations, explosion, collapse and underground hazards, broad form property damage, contractual, personal and advertising injury liabilities.

Insurance shall be provided on a standard form Insurance Services Office (ISO) Commercial General Liability Form CG 00 01 12 04 or equivalent and shall include the following three endorsements or their equivalent:

1. Additional Insured – Owners, Lessees or Contractors – Scheduled Person or

Organization (CG20 10 07 04) with the University of Maine System, 16 Central Street, Bangor, ME 04401 listed as additional insured;

2. Additional Insured – Owners, Lessees or Contractors – Completed Operations (CG 20 37 07 04) with the University of Maine System, 16 Central Street, Bangor, ME 04401 listed as additional insured; and
3. Designated Construction Project General Aggregate Limit (CG 25 03 03 97) as the Aggregate limits shall apply on a per location or job basis. The policy form and endorsements must be included on the certificate of insurance.

The required minimum insurance limits below shall not be construed as a limitation of the University's rights under any insurance with higher limits and no insurance shall be endorsed to include such a limitation,

General Liability insurance required minimum limits:

1. General Aggregate	\$2,000,000
2. Products and Completed Operations Aggregate	\$2,000,000
3. Personal Injury Aggregate	\$1,000,000
4. Each Occurrence for Contracts Under \$1 million	\$1,000,000
5. Each Occurrence for Contracts \$1 million and above	\$2,000,000
6. Personal/Advertising Injury	\$1,000,000
7. Medical Payments (Any One Person)	\$5,000

Workers' Compensation – Contractor shall provide Workers' Compensation insurance with coverage on a statutory basis according to Maine Law and apply to all personnel on the job site. Workers' Compensation Insurance required minimum limits:

1. Coverage A (Workers' Compensation)	Statutory Limits
2. Coverage B (Employer's Liability)	
Bodily Injury by accident	\$500,000 each accident
Bodily Injury by disease	\$500,000 each employee
Bodily Injury by disease	\$500,000 policy limit

Vehicle Liability Insurance – Contractor shall provide Vehicle Liability insurance with coverage for all owned, hired/rented and non-owned vehicles. Vehicle Liability insurance required minimum limits:

1. Combined Single Limit	\$1,000,000 each accident or
2. Split Limits	\$1,000,000 bodily injury \$1,000,000 property damage

Property Insurance: The Contractor is responsible for property insurance on all of the tools, equipment or material brought to the site. Any damage to any of the materials provided by the Contractor is the responsibility of the Contractor.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

- 2.17 Payments: The Contractor is required to submit to the Contract Coordinator per-job billing documentation for verification of accuracy and an approval signature before being submitted for payment. Payment will be upon submittal of an invoice to the University's Purchasing Department by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number, an itemized list of materials used, labor employed, University Work Order number, project name(s), project date(s) and other data as requested.

The University is using several, preferred methods of payment: PCard (Visa); Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

- 2.18 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings and for abiding by all signage specifying no-smoking distances from buildings.
- 2.19 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Coordinator or designee, notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Coordinator.
- 2.20 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on campus must be registered with the Department of Public Safety. Unregistered vehicles on the University campus are subject to parking violation tickets and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling the Public Safety Parking Office at 207-581-4047.
- 2.21 Safety and Environmental Management: The Contractor may be required to follow University safety and environmental policies. This may include but not be limited to excavations, confined spaces, control of hazardous energy, non-asbestos hazardous waste, fire protection, and fall protection. These policies and procedures will be discussed prior to each job with the Contract Coordinator as necessary. The Contractor shall notify the Contract Coordinator, in writing, immediately in case of serious injury/illness to any contractor employee while on University property.

END SECTION TWO

SECTION THREE
PERFORMANCE TERMS AND CONDITIONS
DOCUMENTATION

3.0 DOCUMENTATION:

THE CONTRACTOR SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL:

- 3.1 The Contractor has submitted proof, satisfactory to the Contract Coordinator that required permits, site location, and arrangements for transport and disposal of asbestos containing waste materials have been made. The Contractor shall obtain and submit a copy of handling procedures for asbestos disposal at the landfill, signed by the landfill owner.
- 3.2 The Contractor has submitted documentation, satisfactory to the Contract Coordinator, that the Contractor's employees, including foremen, supervisors, and any other company personnel or agents working on University property who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, have received adequate training and Maine DEP certification. Training and certification of Contractor personnel working at the University must be current and maintained by annual refresher training and successful annual certification renewal.
- 3.3 The Contractor has submitted manufacturer's certification to the Contract Coordinator that HEPA vacuums, negative pressure ventilation units and other local exhaust ventilation equipment conform to ANSI Z9.2-2006.
- 3.4 The Contractor has submitted documentation to the Contract Coordinator of NIOSH/MSHA approvals for all respiratory protective devices utilized on site. Include manufacturer certification of HEPA filtration capabilities for all cartridges and filters.
- 3.5 The Contractor has submitted documentation to the Contract Coordinator of respirator fit-testing for all Contractor employees and agents who must enter the work area. This fit-testing shall be in accordance with local, state and federal standards. This information must be updated as necessary to demonstrate uninterrupted compliance.
- 3.6 The Contractor has submitted documentation to the Contract Coordinator from a physician that all employees or agents who may be exposed to airborne asbestos in excess of background levels have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing a respirator without suffering adverse health effects. In addition the Contractor shall submit documentation to the Contract Coordinator that personnel have received medical monitoring as per local, state and federal standards. This information must be updated as necessary to demonstrate uninterrupted compliance.

THE CONTRACTOR SHALL MAINTAIN CURRENT SUBMISSIONS OF THE ABOVE DOCUMENTS FOR THE LIFE OF THE CONTRACT.

END SECTION THREE

**SECTION FOUR
PERFORMANCE TERMS AND CONDITIONS
ASBESTOS ABATEMENT**

4.0 ASBESTOS ABATEMENT:

4.1 Labor: The Contractor shall provide a Supervisor and a Worker, 40 hours per week, 52 weeks per year, and provide additional Workers, satisfactory to the Contract Coordinator, as needed.

4.1.1 The Contractor's on-site Supervisor will also be a Maine DEP certified Project Designer,

4.1.2 The Contractor's Supervisor may direct multiple crews at the work site (campus) in accordance with Maine DEP Chapter 425 and OSHA 29 CFR 1926.1101.

4.1.3 Contractor personnel assigned to work at the University must have demonstrated experience in performance of asbestos removal on 'operating steam systems', in steam pits and other confined spaces including trenches. The assigned personnel must be knowledgeable in the types of hazards and had experience in work of this type.

Contractor personnel involved with work of this nature must have training as required by OSHA and the policies of the University as directed by the Contract Coordinator for work of this nature prior to assignment to work at the University.

4.1.4 Contractor personnel assigned to work at the University must have understanding of the hazards associated with and demonstrated experience in the clean-up of bird, bat, mouse, rat or other animal droppings and carcasses.

4.1.5 Contractor personnel assigned to work at the University must have an understanding of the hazards and work practices associated with and demonstrated experience in renovation/demolition activities that impact materials contaminated with mold.

4.1.6 Contractor personnel assigned to work at the University must have an understanding of the hazards associated with lead exposure, proper work practices, clearance procedures and appropriate training when work is to be performed in child-occupied areas as defined and required in the EPS's Renovation, Repair and Painting Rule.

4.2 Decontamination Unit: The Contractor shall provide a portable, mobile, self-contained decontamination unit that can be mobilized to smaller jobs.

4.3 Materials: The Contractor shall provide new or used materials and equipment that are undamaged and in serviceable condition. The Contractor shall provide only materials and equipment that are recognized as being suitable for the intended use by compliance with all applicable local, state and federal standards.

4.4 Substitutions: The University will consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by the University to evaluate the proposed substitution.

4.5 Storage: The University will provide space to park a waste storage trailer and an equipment storage trailer that can be accessed during mutually agreed working hours.

4.6 Prior to Asbestos Abatement Activities, on a per-project basis:

4.6.1 The Contract Coordinator or designee shall complete, with the assistance of the Contractor and guidance of the Project Monitor, a state Notification of Demolition and Renovation to include a work practice waiver and a notification waiver when appropriate. **Note: Work-practice waivers must be approved by the University's Project Monitor and the Contract Coordinator. The Contractor must be able to complete the asbestos abatement in a time period to be determined by the University. The University is not required to provide a 10-day notification to Maine DEP for much of its O&M work. Bidders should not expect a 10-day window for planning each job.**

4.6.2 The Contract Coordinator or designee shall:

- a) Provide to the Contractor and the Project Monitor a copy of the state notification as the scope of work plan,
- b) Notify occupants of work areas that may be disrupted by the abatement, of project dates and requirements for relocation. Arrangements must be made, prior to the start of work, for relocation of desks, files, equipment, and personal possessions to avoid unauthorized access into the work area. Notification will include users of the building to prevent unauthorized access. The University shall also coordinate establishing a general work area for Contractor use.
- c) Provide to the Contractor information concerning University policies, access, shutdown, and protection requirements of certain equipment and systems in the work area.
- d) Submit proper written notifications, as required, to:
Asbestos Coordinator
Department of Environmental Protection
State House Station #17
Augusta, Maine 04333

The University shall be responsible for all notification fees

- e) Facilitate weekly progress meetings.

4.6.3 The Project Monitor shall submit to the Contractor, as needed, results of historic air sampling and bulk sampling including location of samples, name of Project Monitor, equipment utilized and method analysis.

4.7 During Abatement Activities:

4.7.1 The following shall be submitted by the Contractor to the Project Monitor for inclusion in reports provided to the Contract Coordinator:

- a) Daily copies of work site entry log books with information on worker and visitor access.
- b) Logs documenting filter changes on respirators, HEPA vacuums, HEPA ventilation units, and other engineering controls.
- c) Results of materials testing conducted during the abatement for purposes of utilization during abatement activities (e.g. testing of encapsulant for depth of

penetration, testing of substitute materials for adherence to encapsulated surfaces).

4.7.2 The Contractor shall maintain copies of all standards, regulations, codes, and other applicable documents, including a copy of the contract resulting from this RFP, at the work site. The Contractor shall post, in the clean room area of the worker decontamination enclosure, a list containing the names, addresses, and telephone numbers of the Contractor, the Contract Coordinator, Project Monitor, the testing laboratory, and any other personnel who may be required to assist during abatement activities (e.g. Safety Officer, Building Maintenance Supervisor, Energy Conservation Officer). Off hour phone numbers shall also be posted in the event of an emergency.

4.8 Post-Abatement Requirements: The Contractor shall submit to the Contract Coordinator, copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill clearly indicating the following:

- a) Date
- b) Time
- c) Amount of material received
- d) Authorized person's signature from permitted landfill
- e) Name and address of transporter
- f) Driver's signature
- g) Name and address of permitted landfill operator
- h) Date and time material is to be land filled

4.8.1 The Contractor will supplement the Waste Shipment Record that is submitted to the Contract Coordinator with a list of all activities that contributed to each specific load of waste.

4.8.2 The Contractor shall provide project specific documentation to the Contract Coordinator or the Project Manager as requested. This would include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed.

4.9 Site Security:

4.9.1 Access to each work area is to be restricted to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of subcontractors, University employees and representatives, state and local inspectors, and other designated individuals.

4.9.2 Entry into the work area by unauthorized individuals shall be reported immediately to the Project Monitor by the Contractor.

4.9.3 If a containment structure is required, a log book shall be maintained in the clean room area of the worker decontamination system. Anyone who enters the work area must record name, affiliation, time in and time out for each entry.

4.9.4 If a containment structure is required, access to the work area shall be through a single worker decontamination system. All other means of access (doors, windows, hallways, etc.) shall be blocked or locked so as to prevent entry to or exit from the work area. The only exceptions for this rule are the waste pass-out airlock which shall be sealed except during the removal of containerized asbestos waste from the work area, and

emergency exists in case of fire or accident. Emergency exits shall not be locked to prevent egress or blocked whatsoever. However, they shall be sealed with polyethylene sheeting, labeled, and taped until needed.

4.9.5 Contractor shall have control of site security during abatement operations in order to protect work efforts and equipment.

4.10 Emergency Planning:

4.10.1 Emergency planning shall be developed by the Contractor and submitted to the Contract Coordinator prior to abatement initiation.

4.10.2 Emergency planning shall include notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule and layout of work area.

4.10.3 Contractor employees shall be trained in proper evacuation procedures in the event of workplace emergencies.

4.10.4 Telephone numbers of all emergency response personnel shall be prominently posted in the clean change area and equipment room, along with the location of the nearest telephone.

END SECTION FOUR

SECTION FIVE

5.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

5.1 Business Profile:

5.1.1 **No financial statements are required to be submitted with your proposals**, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

5.1.2 **Please submit with your proposal** a detailed history and description of your company and any published reports about your company.

5.2 Pricing: The bid shall be in the form of a firm price for each line item during the contract period. The bid price shall include charges such as installation, shipping, insurance, waste transport and disposal, and all other costs. Charges not specified in the bid will not be honored. The University will provide 2 x 4, plywood and strapping as required. The University will not be billed more than once for reused items. Any items purchased by the University that could be reused shall remain on University property. **Note: Applicable to the Primary and Secondary Contractor.**

5.2.1 Labor and Wages: Rates must include, in addition to wages, benefits, and taxes, costs for all personnel protective equipment used by employees while performing duties under this agreement including, but not limited to, respirators, respirator cartridges, boots, gloves and suits, safety goggles, ear plugs, and hard hats. These rates must also include all abatement equipment, including, but not limited to decontamination facility, ladders, hand and power tools, generators, all vehicles, and any supplies not itemized above.

Billing time for labor rates will begin when workers arrive on the job site, and end when workers leave the job site. Overtime will be paid only when time on site exceeds for (40) hours per week and must be approved by the Contract Coordinator, or if the University requests emergency response outside of mutually agreed working hours. The normal work week will consist of ten (10) hour days Monday through Thursday.

	Standard Rate	Overtime Rate
1. Asbestos Supervisor	\$ _____/hr	\$ _____/hr
2. Asbestos Worker	\$ _____/hr	\$ _____/hr

5.3 Secondary Contractor: If you are not selected as the Primary Contractor, would you be willing to be the Secondary Contractor? _____

5.4 Prior Experience and References: Bidders shall demonstrate prior experience on asbestos

abatement with service agreements through the submission of letters of reference from the Building Owner, including the name, address, and telephone number of a contact person (someone specifically familiar with the Contractor's time and materials work) for at least five (5) previous users of service. References will be called. Include descriptions of projects, locations, service agreements, and records of all air monitoring data that were generated during the project.

- 5.5 Certification: Bidders and their employees must be certified as required by the State of Maine Department of Environmental Protection for the purpose of removal, encapsulation, enclosure, demolition, and maintenance of structures or components covered by or composed of asbestos-containing materials. Submit proof of certification.
- 5.6 Design Certification: Bidders shall submit proof of certification by the State of Maine to design asbestos abatement projects.
- 5.7 Response Time for Unscheduled Work: Bidders must indicate response time from phone contact by the University until personnel arrive on site to start work on a project.
- 5.8 Re-insulation: Some asbestos projects require re-insulation. Occasionally re-insulation is required immediately after the asbestos abatement activity is completed. Bidders should describe how they would secure these services.
- 5.9 Citations, Penalties, and Claims: Bidders shall submit a notarized statement signed by an officer of the company, containing the following information:
 - 5.9.1 A record of any citations issued by Federal, State, or local regulatory agencies relating to asbestos abatement activity. Include projects, dates, and resolutions, if any.
 - 5.9.2 A list of penalties incurred through non-compliance with asbestos abatement project specifications, including liquidated damages, overruns in schedule time, limitations and resolutions.
 - 5.9.3 Situations in which an asbestos related contract has been terminated including projects, dates, and reasons for terminations.
- 5.10 Payment Method: Indicate your ability to accept electronic payments. (Section 2.17)
- 5.11 References: A list of three references is required to be submitted with your proposal. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company names with contact person and telephone number.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: () _____ Fax Number: () _____

END SECTION FIVE

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

STANDARD OPERATING PROCEDURE

This summary represents how the Asbestos Abatement Contract interfaces with UM's O.M. Plan.

1. Campus representative, O.F.M., University DEHS, UM Resident Life or other University constituent notifies O.F.M.'s Asbestos and Lead Project Manager for need of project.
2. O.F.M.'s Asbestos and Lead Project Manager evaluates (with or without assistance of the University's Project Monitor and determines its priority among other pending projects.
3. Once the go-ahead for a project is received from O.F.M., Asbestos and Lead Project Manager requests a cost projection from Contractor 1 to complete work. Asbestos Lead Project Manager shall provide the University's schedule for completing this project. If Contractor 1 refuses the work or is unable to provide service, Contractor 2 will be contacted, and the process will continue with Contractor 2. If Contractor 2 refuses work, the University will bid the work out using appropriate University bidding policy.
4. Contractor's cost projection must include a general work plan and specify any necessary Maine DEP work-practice waivers necessary for completion of the work. The work plan and waiver request will be reviewed by ESP.
5. Once a cost proposal, work plan, and waiver request are established and accepted by the University, Asbestos Lead Project Coordinator processes a Maine DEP notification form as required under the University's O & M Program. Any waivers will be included in the notification. The University is responsible for all fees.
6. Contractor is expected to complete work as agreed. Delays, foreseen and unforeseen, must be reported to O.F.M. as soon as possible.