

REQUEST FOR PROPOSALS # 2023-019
Asbestos Abatement Services
RESPONSE ADDENDUM #2
September 21, 2022

QUESTIONS

Q1: Do the hourly rates have to include overhead / general conditions?

A1: Yes, for UM we need the hourly rates to include overhead / general conditions. See below regarding responses for UMPI

CLARIFICATION

Appendix C is updated as follows:

Appendix C – Required Cost Evaluation Exhibits

University of Maine System
 COST EVALUATION

RFP #2023-019
 Asbestos Abatement Services

GENERAL INSTRUCTIONS:

Respondents can submit pricing for just UMPI, just UM or for both campuses. Please fill out the appropriate section or sections for your response

UMPI

Most abatement projects at UMPI are handled on a quote per job basis. The resulting contract(s) will reflect that. Please provide the following pricing for emergency on-call work:

Provide the following pricing information:

	Standard Rate	Overtime Rate
Asbestos Supervisor		
Work Week	\$ _____	\$ _____
Weekend/holiday work (if different from above)	\$ _____	\$ _____
Asbestos Worker		
Work Week	\$ _____	\$ _____
Weekend/holiday work (if different from above)	\$ _____	\$ _____
Perform work as a secondary contractor, if not selected as primary contractor?	YES	NO

UM

Provide all rates and pricing on the price schedule provided below. The bid shall be in the form of a firm price for each line item during the Contract term. The bid price shall include charges such as installation, shipping, insurance, waste transport and disposal, and all other wsls. 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 unused items. Any items purchased by the University that could be reused shall remain on University property.

1. Labor and Wages. Rates must include, in addition to the wages, benefits and taxes, costs of all personal protective equipment (PPE) used by employees while performing duties under the Contract 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, waste disposal and transportation, and any supplies not itemized above.
2. Billing time for labor rates shall begin when workers arrive on the job site and shall end when workers leave the job site. Overtime will be paid only when time on site exceeds 40 hours per week and must be approved by the Contract Administrator prior to overtime work commencing, or if the University requests emergency response outside of mutually agreed upon working hours. The normal work week will consist of 10-hour days Monday through Thursday.

Provide the following pricing information:

	Standard Rate	Overtime Rate
Asbestos Supervisor		
Work Week	\$ _____	\$ _____
Weekend/holiday work (if different from above)	\$ _____	\$ _____
Asbestos Worker		
Work Week	\$ _____	\$ _____
Weekend/holiday work (if different from above)	\$ _____	\$ _____
Perform work as a secondary contractor, if not selected as primary contractor?	YES	NO

Date: _____

Name and Title (Printed)

Authorized Signature

Appendices A and B contained an incorrect RFP number and title and are corrected below:

Appendix A – University of Maine System Response Cover Page

RFP #2023-019
Asbestos Abatement Services

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
 - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
 - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

To the best of my knowledge all information provided in the enclosed response, both programmatic and financial, is complete and accurate at the time of submission.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
RFP #2023-019
Asbestos Abatement Services

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

Date: _____

Name and Title (Printed)

Authorized Signature