



Administered by University of Maine System  
Office of Strategic Procurement  
Request for Proposal (RFP)

Asbestos Abatement Services

RFP #2023-019

**Issued Date:** September 13, 2022

**Response Deadline Date/Time:** September 23, 11:59 p.m. EST

**Response Submission Information:**

Submitted electronically to [UMSResponses@maine.edu](mailto:UMSResponses@maine.edu)  
Email Subject Line – DH: Asbestos Abatement Services - RFP#2023-019

**Response Contact Information:**

Strategic Sourcing Manager (SSM): Derek Houtman  
Email: [UMSResponses@maine.edu](mailto:UMSResponses@maine.edu) Phone: (207) 581-2678

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## 1.0 INTRODUCTION

### 1.1 Definitions, Background, Purpose and Specifications

#### 1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

#### 1.1.2 Background

##### Overview

Established in 1968, the University of Maine System (UMS) unites six distinctive public universities, comprising 10 campuses and numerous centers, in the common purpose of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

A comprehensive public institution of higher education, UMS serves more than 30,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of six universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM). The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

##### **Campus thumbnails**

###### **University of Maine**

The University of Maine, founded in Orono in 1865, is the state's land grant and sea grant university. As the state's only public research university, UMaine has a statewide mission of teaching, research and economic development, and community service. UMaine is among the most comprehensive higher education institutions in the Northeast with nearly 100 majors and academic programs. It attracts students from Maine and 49 other states, and more than 60 countries. It currently enrolls more than 11,400 undergraduate and graduate students who can directly participate in research, working with world-class scholars. UMaine offers more than 100 degree programs through which students can earn graduate certificates, master's, doctoral or professional science master's degrees. The university promotes environmental stewardship, with substantial efforts campus wide aimed at conserving energy, recycling and adhering to green building standards in new construction.

**University of Maine at Presque Isle**

For more than a century, the University of Maine at Presque Isle has been helping students find their path to great professional careers, providing its 1,100 traditional and non-traditional students from all areas of the state, country, and world with life-changing opportunities in a caring, small-university environment. UMPI combines liberal arts and selected professional programs and serves as a cultural and educational resource for the entire region. The campus sits on 150 acres surrounded by the rolling hills and potato fields of northern Maine and strives to be the region's premier learning institution while helping to stimulate cultural and economic development in Aroostook County and the State of Maine. The University serves as an educational and cultural center for the area and its facilities are utilized for lectures, programs, concerts, dance performances, exhibits, and plays that benefit the entire region.

**1.1.3 Purpose**

The University of Maine is seeking responses from reputable abatement firms to provide Asbestos Abatement Services as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Respondents should review **1.1.4 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

The University is committed to providing increased access and opportunity to diverse businesses include and not limited to: Lesbian, Gay, Bisexual and Transgender Business Enterprise (LGBTQ+BE); Minority Business Enterprise (MBE); Service-Disabled Veteran Business Enterprise (SDVBE); Small Business Enterprise (SBE); veteran-owned; service-disabled veteran-owned; HUB Zone; small disadvantaged business; women-owned; minority-owned; Veteran Business Enterprise (VBE); and Women's Business Enterprise (WBE).

Though this document is primarily for the University of Maine, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

**1.1.4 Specifications / Scope of Work**

The Contractor shall be required to remove, encapsulate and enclose asbestos-containing materials (ACM) as part of the University's operations and maintenance work. The work shall be conducted by competent and willing personnel, certified and qualified in the techniques of asbestos abatement, handling and disposal of asbestos-containing 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 of less than \$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 Office of Facilities Management's Asbestos & Lead Project Manager and by the Abatement Project Monitor (see Section 2.1).

Services are normally scheduled during regular business hours but may be needed on an emergency basis after hours and on weekends and holidays.

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

1. Campus representative, OFM, Safety & Environmental Management, UMaine Property Management, or other University constituent notifies OFM's Asbestos & Lead Project Manager regarding the need for a project.
2. The Asbestos & Lead Project Manager evaluates (with or without assistance of the University's Project Monitor) and determines its priority among other pending projects.
3. The Asbestos & Lead Project Manager may request a cost proposal from Primary Contractor to complete work. Asbestos & Lead Project Manager shall provide the University's schedule for completing the project. If Primary Contractor refuses the work or is unable to provide service, Secondary Contractor will be contacted, and the process will continue with the Secondary Contractor. If the Secondary Contractor refuses the work, the University will bid the work out using appropriate University bidding policy.
4. Contractor's cost proposal 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 the Project Monitor.
5. Once a cost proposal, work plan and waiver request are established and accepted by the University, the Asbestos & Lead Project Manager processes a Maine DEP notification form as required under the University's O&M plan. Any waivers will be included in the notification. The University is responsible for all fees associated with the notification.
6. Contractor is expected to complete work as agreed. Delays, foreseen and unforeseen, must be reported to Facilities Management as soon as possible.

## 1.2 General Information

### 1.2.1 Contract Administration and Conditions

1.2.1.1 The winning Respondent will be required to execute a contract in the form of a University of Maine System Master Agreement, which is attached to this response as **Appendix D**. The Master Agreement initial term and renewal periods are reflected in Section 2 of Appendix D, Master Agreement, and are subject to continued availability of funding and satisfactory performance.

The Master Agreement entered into by the parties shall consist of the University of Maine System Master Agreement (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, 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 Agreement Documents.

In the event of a conflict of terms the following precedence will apply:

1. University of Maine System Master Agreement
2. Agreement Riders as required
3. Contract Amendments (as required)
4. The University's RFP
5. Respondent's Submission
6. Purchase Order or Letter of Agreement

1.2.1.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not :

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- j. Agree to automatic renewals for term(s) greater than month-to-month.

1.2.1.3 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 above Agreement provisions (**Section 1.2.1.2**) 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 (**Section 1.2.1.2**) 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.

### 1.2.2 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php)

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

### 1.2.3 Confidentiality

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.



The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and all Respondents' responses may be made available to participating Respondents upon request. Such request must be made by submitting a written request to the individual noted in the Response Contact Information shown on the cover sheet of this document, with a copy of the request provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

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 that meets the definition of "trade secret" under Maine law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

**1.2.4 Costs of Preparation**

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

**1.2.5 Authorization**

Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

**1.2.6 Multi-Institutional**

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

**1.2.7 Pricing**

All prices provided shall remain firm for the entire term of the agreement.

**1.2.8 Cost Response Form Quantities**

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.



### **1.2.9 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 Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

### **1.2.10 Environment Compliance**

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

### **1.2.11 Specification Protest Process and Remedies:**

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in Section 1.3.1. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications.

## 1.3 General Submission Provisions

### 1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	September 16, 2022
Section 1.2.2	Response to Written Inquiries/Questions <b>(subject to change)</b>	September 19, 2022
Section 1.2.2	Deadline for Proposal Submission	September 23, 2022
Section 2.2	Award Announcement <b>(subject to change)</b>	September 30, 2022
	Estimated Agreement Start Date <b>(subject to change)</b>	October 1, 2022

### 1.3.2 Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

### 1.3.3 Debarment

Respondents must complete and submit the “Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.

Submission of a signed response 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.

### 1.3.4 Response Understanding

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response

### 1.3.5 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

### 1.3.6 Non-Response Submission

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or that otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

### 1.3.7 Respondents’ Presentations

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the

most responsive and most responsible and may award the Agreement to that/those Respondent(s).

### 1.3.8 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

## 2.0 EVALUATION AND AWARD PROCESS

### 2.1 Evaluation Criteria

#### 2.1.1 Scoring Weights

The score will be based on a 100-point scale and will measure the degree to which each response meets the following criteria:

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	30
Appendix D & D1	Master Agreement	5
Appendix E	References	10
Appendix F	Organization, Qualifications, Experience	55
<b>Total Points</b>		<b>100</b>

#### 2.1.2 Scoring Section Descriptions

##### 2.1.2.1 Cost Evaluation

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

$$\text{Points} = \frac{\text{Lowest submitted cost response}}{\text{cost of response being scored}} \times \text{pro-rated score}$$

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

##### 2.1.2.2 Master Agreement (Appendix D and D1)

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision based on University risk assessment. The University reserves the right to reject any or all responses, in whole or in part, for any response receiving no points in this section in accordance with Section 2.2 Award.

Responses will be evaluated using the following guidelines:

- a. Full acceptance of the terms and conditions with the Respondents signature on the Agreement signature page, will receive the total points noted in Table 2.1.1.
- b. Revisions to the Agreement provisions specified in Section 1.2.1.2 will receive point reductions based on the University's risk assessment.

- c. Revisions to the Agreement provisions other than those specified in Section 1.2.1.2 will be evaluated at the University's discretion based on the University's risk assessment.

#### 2.1.2.3 Organization, Qualifications, Experience and References

The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.

## 2.2 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.

## 2.3 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

## 2.4 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief General Services Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge. Further information regarding the appeal process can be found at

[http://staticweb.maine.edu/wp-content/uploads/2015/07/APL\\_VII-A\\_20150630-FINAL.pdf?565a1d](http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d)

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## 3.0 RESPONSE FORMAT REQUIREMENTS

### 3.1 General Format Instructions

#### 3.1.1 Electronic Submissions

Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and must be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

#### 3.1.2 Respondents Responsibility

It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

#### 3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

#### 3.1.4 Additional Attachments Prohibited

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

### 3.2 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response.



Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

**3.2.1 Section 1 - Response Cover Page**

- 3.2.1.1 Label this response - Section 1 – UMS Response Cover Page
- 3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page
- 3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

**3.2.2 Section 2 - Cost Response**

- 3.2.2.1 Label this response - Section 2 – Cost Evaluation
- 3.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibit

**3.2.3 Section 3 - Master Agreement**

- 3.2.3.1 Label this response - Section 3 – Master Agreement
- 3.2.3.2 Insert Appendix D1 – Master Agreement

**3.2.4 Section 4 - Response to Questions**

- 3.2.4.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information
- 3.2.4.2 Insert Appendix E – Organization Reference Form
- 3.2.4.3 Insert Appendix F – Evaluation Question(s) - Organization, Qualifications and Experience

## Appendix A – University of Maine System Response Cover Page

RFP #2023-018  
Asbestos Air Monitoring 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 #2023-018  
Asbestos Air Monitoring 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

## Appendix C – Required Cost Evaluation Exhibits

University of Maine System  
COST EVALUATION

RFP #2023-018  
Asbestos Air Monitoring Services

### **GENERAL INSTRUCTIONS:**

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

## Appendix D – Master Agreement

See Attachment A

### Appendix D1 – Evaluation Question(s) – Master Agreement

This portion of the RFP contains special terms and conditions which will govern the resulting agreement, many of which are stated in RFP Section 1.2, with more detail in RFP Appendix A. Please indicate your acceptance for each special term by “X” in the Agree or Disagree column.

Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal, lack of providing the required response or indicating terms will be negotiated post award will result in a zero (0) score for the Master Agreement evaluation criteria in RFP Section 2.1.1.

#	Language Reference (RFP Appendix A)	Agreement Language / Requirement	Agree	Disagree
	<b>Section 2 Requirement:</b> Modify the term and renewals set in the RFP Appendix A or exercise any renewal option without “parties’ mutual written agreement”.			
	Term	This Agreement shall commence on _____ and shall terminate on _____, unless terminated earlier as provided in this Contract with option for additional renewals upon the parties’ mutual written agreement.		
Respondent Exception:				

#	Language Reference (RFP Appendix A)	Agreement Language / Requirement	Agree	Disagree
	<b>Section 4 Requirement:</b> Agree to termination language other than what is provided here in Section 4.			
	Termination	The <b>Agreement or a Services Engagement (Rider D)</b> may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be affected by delivery to the Agreement or of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Agreement or shall not be reimbursed for any costs incurred after the effective date of termination.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
<b>Section 5 Requirement:</b> Agree to termination language that does not provide clarifications concerning parties' obligation upon termination.				
	Obligations Upon Termination	Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Agreement or for all services performed to the effective date of termination subject to offset of sums owed by the Agreement or to the University.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
<b>Section 6 Requirement:</b> Agree to termination language that excludes option for termination for reasons of non-appropriation.				
	Non-Appropriation	Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
<b>Section 8 Requirement:</b>				
	Modification	This Agreement may be modified or amended only in a writing signed by both parties.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
<b>Section 10 Requirement:</b>				
	Applicable Law	This Agreement shall be governed and interpreted according to the laws of the State of Maine		



Respondent Exception:

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	<b>Section 13 Requirement:</b>	Waive any statutory or constitutional immunity, this includes Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.).		
	<b>Section 13 Requirement:</b>	Pay attorneys' fees, costs, expenses or liquidated damages		
	Applicable Law	This Agreement shall be governed and interpreted according to the laws of the State of Maine		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	<b>Section 17 Requirement:</b>	Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement.		
	Entire Agreement	This Agreement sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Agreement is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, 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 this Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Agreement. Contractor may not unilaterally change any term or condition of this Agreement.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	<b>Section 21 Requirement:</b>	Promise confidentiality in a manner contrary to Maine's Freedom of Access Act.		
	Confidentiality	The Agreement or shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.		

Respondent Exception:

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	<b>Section 13 Requirement:</b> Waive any statutory or constitutional immunity, this includes Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.).			
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	<b>Requirement:</b> Decrease insurance type coverage limits. (Agreement Rider B).			
Respondent Exception:				

## Appendix E – Organization Reference Form

**Respondent's Organization Name:** \_\_\_\_\_

**INSTRUCTIONS:** Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

We request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

## Appendix F – Evaluation Question(s) - Organization, Qualifications and Experience

Respondent's Organization Name: \_\_\_\_\_

**INSTRUCTIONS:** Respondent shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation required 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. Respondents 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.

### Submission Requirements

1. Submit a detailed history and description of the company, including number of years in business and number of employees, and any published reports about the company.
2. Certification. Bidders and their employees shall 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. Bidders must submit proof of certification for all employees and subcontractors who will be performing work under the Contract.
3. Licenses and Certifications. Bidder must submit one copy each of all licenses and certificates for the Contractor and its employees as required by the state of Maine Department of Environmental Protection as per 38 MRSA Sections 583-8, 12 74-A, 1275 , 1280 and 1282, as well as Maine DEP Chapter 425 " Asbestos Management Regulations," for the purpose of conducting asbestos related activities.
4. Design Certification. Bidders shall submit proof of certification by the state of Maine to design asbestos abatement projects.
5. Response Time for Unscheduled Work. Please indicate response time from phone contact by the University until personnel arrive on site to start work on a project.
6. Re-insulation. Some asbestos projects require re-insulation. Occasionally re-insulation is required immediately after the asbestos abatement activity is completed. Please describe how you would secure these services.
7. Citations, Penalties, and Claims. Respondent shall submit a statement containing the following information :
  - A. 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.
  - B. A list of penalties incurred through non-compliance with asbestos abatement project specifications, including liquidated damages, overruns in schedule time, limitations and resolutions.
  - C. Situations in which an asbestos related contract has been terminated including projects, dates and reasons for terminations.

- D. A listing of any asbestos-related legal proceedings/claims in which the Contractor (or employees scheduled to participate under the Contract) has participated or is currently involved. Include descriptions of role, issue and resolution to date.