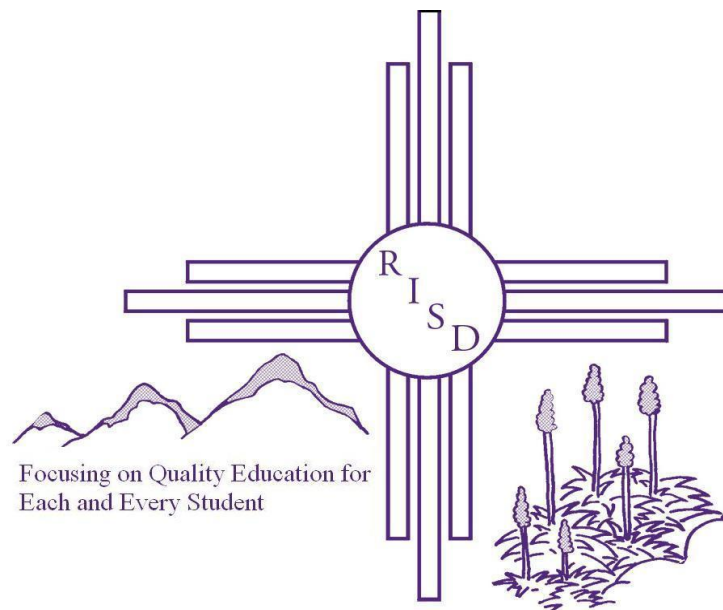


ROSWELL INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSALS (RFP)

24-08

Asbestos and Environment Services



Advertise/Issue Date

April 12, 2024

Proposal Due

May 2, 2024 at 2:00 p.m.

Chris Thweatt

Chief Procurement Officer

(575) 627-2528

cthweatt@risd.k12.nm.us

ROSWELL INDEPENDENT SCHOOL DISTRICT
ROSWELL, NEW MEXICO
Specifications

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The District is seeking proposals from Offerors for Asbestos and Environment Abatement Services. This RFP can serve as emergency calls, on-call or as needed basis throughout the District. The District may award this RFP as a Multiple-Source Award to responsive Offerors to have available a pool of Offerors if it is in the District's best interest.

B. SUMMARY SCOPE OF WORK

The initial scope of work includes, but is not limited to asbestos and environment abatement services.

C. SCOPE OF PROCUREMENT

The initial contract(s) shall begin on June 1, 2024 or as soon as possible thereafter for one (1) year. This contract may be renewed by mutual agreements in annual increments for a renewal period of one (1) year for up to three (3) renewals, provided that the funds for subject contract are available and approved annually and that the Offeror has established a satisfactory record of performance.

Auto-renewal of contract award. Awarded Offeror and District may agree for an auto-renewal of the contract award for the renewals allowable up to a total contract of four (4) years. The Offeror and District will have the opportunity to cancel the contract by providing notice at least thirty days before the last day on which either party may give notice of their intention to not renew.

D. PROCUREMENT OFFICER

The District has designated a Procurement Officer who is responsible for the conduct of this procurement whose name, address and telephone number is listed below.

Chris Thweatt
CPO, Purchasing Agent
300 N. Kentucky, Roswell, NM 88201

575.627.2528
cthweatt@risd.k12.nm.us

All deliveries via express carrier should be addressed as follows:

Chris Thweatt
Room 121
300 N. Kentucky, Roswell, NM 88201

Any inquiries or requests regarding this procurement should be submitted to the Procurement Officer in writing/email. **Offerors may contact ONLY the Procurement Officer regarding this solicitation.** Other agency employees do not have the authority to respond on behalf of The District.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

"**Agency**" or "**Purchasing Agency**" means the Purchasing Department, Roswell Independent School District

"**Chief Procurement Officer**" or "**CPO**" means the person holding the position as the head of the central procurement office for the Roswell Independent School District whose address follows:

Purchasing Department
300 N. Kentucky, Roswell, NM 88201

"**Contract**" or "**Agreement**" means a written agreement for the procurement of items of tangible personal property or services.

"**Contractor**" means a successful Offeror who enters into a binding contract.

"**Determination**" means the written documentation of a decision by the Procurement Officer including findings of fact supporting a decision. A determination becomes part of the procurement file.

"**Desirable**" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").

"**District**" means the Roswell Independent School District.

"**Evaluation Committee**" means a body appointed by The District management and/or the Chief Procurement Officer to perform the evaluation of Offeror proposals.

"**Evaluation Committee Report**" means a document prepared by the Procurement Officer

and the Evaluation Committee for submission to the School Board and the Chief Procurement Officer for contract award. It contains all written determinations resulting from the procurement and contains one or more recommendations regarding contract award.

"**Finalist**" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"**Key Personnel**" means the staff provided by a Contractor or a Subcontractor. Key Personnel will include at a minimum the project manager, and the Offeror's company executive with the responsibility for the overall performance of the Contract. Key Personnel may appear on-site.

"**Mandatory**" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor (as opposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

"**Procurement Officer**" means the person or designee authorized by The District and/or the Chief Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"**Request for Proposals**" or "**RFP**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"**Responsive Offer**" or "**Responsive Proposal**" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Officer will make every effort to adhere the following schedule:

<u>Action</u>	<u>Date</u>
1. Issue of RFP	April 12, 2024
2. Acknowledgement of Receipt Form	April 17, 2024
3. Deadline to Submit Additional Questions	April 19, 2024
4. Response to Written Questions/RFP Addendum	April 23, 2024
5. Submission of Proposal 2:00 PM	May 2, 2024
6. Proposal Evaluation	TBD
7. Notice of Intent to Award	May 14, 2024
8. Protest Deadline	May 29, 2024
9. Contract Negotiations/Executed	May 30, 2024

*Dates indicated in Events 7 through 9 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

This RFP is being issued by The District.

2. Acknowledgement of Receipt Form

Potential Offerors should hand deliver or return via email the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by 5:00 P. M. on the date indicated in the Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the District website any amendments to the RFP.

3. Deadline to Submit Additional Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until close of business on the date indicated in the Sequence of Events.

4. Response to Written Questions via Addendum

Written responses to written questions and any RFP addendum will be distributed on the date indicated in the Sequence of Events to all potential Offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the Offeror's representative, dated, and submitted with the proposal. **Failure to acknowledge may deem your proposal as non-responsive and will be returned.**

5. Submission of Proposal

ALL OFFEROR PROPOSALS SHALL BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM LOCAL TIME ON THE DATE INDICATED IN THE SEQUENCE OF EVENTS. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals shall be addressed and delivered to the Procurement Officer at the address listed in Section I, Paragraph D. Proposals **SHALL** be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Asbestos and Environment Abatement Request for Proposals. Proposals submitted by facsimile and/or electronically through e-mail will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by the Project Officer. This process will take place during the dates indicated in the Sequence of Events. During this time, the Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

7. Selection of Finalists

If Applicable to this procurement, the Evaluation Committee will select and Procurement Officer will notify the finalist Offerors upon completion of evaluations.

Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the Proposal Presentation will be determined at this time.

8. Best and Final Offers From Finalists

If Applicable to this procurement, Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the Sequence of Events. Best and final offers may be clarified and amended at the finalist Offeror's proposal presentation.

9. Recommendation to School Board

The Evaluation Committee will prepare an evaluation report and a recommendation to the School Board for award of the Project that shall include the average scores and ranking of all Offerors.

10. Notice of Intent to Award

Upon approval of Recommendation of Award by the School Board, the Chief Procurement Officer shall issue the Notice of Intent to Award and shall contact the winning Offeror in order to initiate contract negotiations.

11. Protest Period

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the notice of award and will end at of close of business on fifteen (15) days after the Notice of Intent to Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Chief Procurement Officer. The protest shall be delivered to the Chief Procurement Officer.

Chief Procurement Officer
300 N. Kentucky
Roswell, NM 88201

Protests received after the deadline will not be accepted.

12. Contract Negotiations/Execution

The District reserves the right to enter into negotiations with the highest ranked Offeror(s) per NMSA 13-1-115. If contract negotiations are not finalized within a reasonable period of time, the District will conclude negotiations with the selected firm(s) and begin with the next ranked firm based on final ranking.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors shall indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Part 6 of this RFP.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with The District. The District will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors shall be clearly explained in the proposal, and major subcontractors shall be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals shall be complete replacements for a previously submitted proposal and shall be clearly identified as such in the transmittal letter. The District personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror shall submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Officer.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for one

hundred twenty (120) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with New Mexico Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. The cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the District to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when The District determines such action to be in its best interest.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The District requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns shall be promptly brought to the attention of the Procurement Officer.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State New Mexico. The venue shall be Roswell, NM.

14. Basis for Proposal

Only information supplied by The District in writing through the Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the District and a contractor resulting from this request for proposals will contain all Parts of this RFP document to include, but not limited to, the Requirements, Scope of Work and Detail of Work. However, the District reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the District's terms and conditions, as contained in this RFP, that Offeror shall propose specific alternative language to the referenced provisions. The District may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the District and will result in disqualification of the Offeror's proposal.

The District will consider wording changes to Scope of Work. Offerors shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

16. Offeror's Terms and Conditions

Offerors shall submit with the proposal a complete set of any additional terms and conditions which they intend to have included in a contract with the District. The District is under no obligation to accept any additional terms and conditions.

17. Contract Negotiations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between The District and the selected Offeror and shall not be

deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in this RFP.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The District reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of The District, meeting its needs adequately.

21. District Rights

The District reserves the right to accept all or a portion of an Offeror's proposal. In addition, The District reserves the right to purchase professional services from authorized price agreements or in accordance with applicable provisions procurement regulations.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors and contractors shall secure from The District written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the District after the contract has been awarded. However, non-selected Offerors may retrieve at their expense any technical or user documentation submitted with their proposals after the expiration of the protest period.

24. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror shall have a valid e-mail address to receive this correspondence.

25. Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal (Please Refer to Appendix D). CAUTION: The proposal shall be binding without restriction. Offerors shall not include language in the Letter of Transmittal such as “subject to successful negotiation” or words to that effect. The letter of transmittal SHALL follow the format provided and it shall be signed by the appropriate representatives. Failure to follow these instructions shall result in the rejection of the proposal.

26. Campaign Contribution Disclosure Form

Each proposal shall be accompanied by a completed Campaign Contribution Disclosure Form (Please Refer to Appendix C).

27. Conflict of Interest and Debarment/Suspension Certification Form

Each proposal shall be accompanied by a completed Conflict of Interest Disclosure Statement (Please Refer to Appendix D).

28. Additional Required Forms

Each proposal shall include Certificate of Insurance, W-9, Certificate of Non-Collusion (Appendix E), City of Roswell Business License, and all valid licenses necessary to perform the work in the State of New Mexico.

29. Bid Security or Bond

A bid security or bond shall be required of Offerors for construction contracts in excess of twenty-five thousand dollars (\$25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount bid shall be a bond provided by a surety company authorized to do business in the state of New Mexico, or equivalent in cash. This will be required upon awarded project.

30. State Wage

State wage rates shall apply to any bid or proposal on construction or public works projects in excess of \$60,000. In addition all Offerors shall comply with federal wage rates on applicable projects

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Part I - General Information

1.1 Proposal Requirements

1.1.1 Information for Offerors

Intent: To establish rates for furnishing all labor, materials, and equipment to Provide Specified Asbestos Abatement Services, Upon Request, at various RISD sites. (Also see Scope of Work, section 1.3)

1.1.1.1 Preparation of Proposals: Each proposal must be submitted on the prescribed form (see Part 5). Spaces for prices (pages 21-30) must be filled in with ink or typewritten. Person signing the proposal shall initial corrections in ink. Each proposal must be submitted in a sealed envelope bearing on the outside the name and address of the Offeror and the RFP number as listed on the RFP Invitation. Improper identification may result in premature opening of, or failure to open the proposal.

1.1.1.2 Receipt and Opening of Proposals: Proposals must be prepared and submitted in accordance with the provisions hereof (see Part 5). The Roswell Independent School District (RISD) reserves the right to reject all proposals if deemed not to be in the best interests of the District. Any proposal received after the specified time for the opening shall not be considered. RISD will not accept proposals electronically, through e-mail or fax, etc.

1.1.1.3 Familiarity With Conditions: Clarification of procedures and technical aspects may be made by contacting the RISD Procurement Officer, Chris Thweatt, telephone (575) 627-2528 or e-mail: cthweatt@risd.k12.nm.us. Offerors will be presumed to have acquainted themselves with all conditions affecting the work before submitting a proposal. No claim shall be made nor will one be allowed the Contractor for negligence, misunderstanding, or error in this regard.

1.1.1.4 Qualification of Offerors: RISD may make such investigations as necessary to determine the ability of the Offeror to perform the work, and the Offeror shall furnish all such information and data for this purpose as RISD may request. RISD reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Offeror fails to show that the Offeror is qualified to carry out the obligations of the contract and to complete the work described therein.

Offeror shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages/illegal drug use on RISD property. As a general rule, any such regulation or law applying to RISD personnel shall be deemed to be in force for Contractor's work force occupying any work site, making deliveries, etc on RISD property.

1.1.1.5 Conditional Proposals. Proposals in which acceptance is in some manner restricted or conditioned by the Offeror will be reviewed by RISD. If the limitations imposed are not in the best interest of RISD or are prejudicial to other Offerors, the proposal will be rejected.

1.1.1.6 Protest: Any Offeror who is aggrieved in connection with a procurement may protest to the Roswell Independent School District Procurement Division. The protest shall be submitted in writing within 15 calendar days after knowledge of the facts or occurrences giving rise thereto.

1.1.1.7 The Procurement Code: The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

1.1.1.8.1 Itemized invoices, clearly referencing appropriate contract, project/location name, item number etc. shall be submitted in duplicate to the Roswell Independent School District Business Office, P.O. Box 1437 Roswell NM, 88201 and a copy to the department issuing the project: RISD Maintenance and Operations, 508 W. College Roswell, NM 88201. A completed Construction Report Form shall be attached to the invoice to substantiate charges. RISD will provide this form prior to project start. Charges for personnel shall indicate the wage rate job classification and the name of personnel performing the work with reference to the appropriate time records. All charges must reflect proposal quotations. Contractor will not receive any compensation until such time that the services requested have been rendered, final inspection conducted, work has been accepted by an authorized representative of the Roswell Independent School District, and **final close out documents are submitted**. Progress payments will not be made unless specifically requested in the event of a lengthy job or similar circumstance wherein payment may be delayed for an unreasonable period of time. RISD may consider payment of up to 85% of project when cost is over \$1,000.00 and work has been completed. Upon submission of close-out documents, remaining balance will be paid.

When applicable, final invoice for each project shall be accompanied by all required guarantees, releases of lien and/or other submittal required by the Contract Documents.

The Contractor shall provide unconditional releases of lien from all Subcontractors and major material suppliers when submitting his final invoice at the end of each project.

1.1.1.9.1 Questions/Clarifications/Site Visits – Between the time of issuance of the RFP and the submission deadline, prospective Offerors are encouraged to call the District Representative concerning and questions about the scope of the project or the RFP schedule.

Procurement Contact: Chris Thweatt
300 N. Kentucky
Roswell, NM 88201
575-627-2528

1.1.1.10.1 RFP Amendments – should any amendment to this RFP be deemed necessary between issuance of the RFP and the proposal submission deadline, it will be distributed in writing to all recipients of the original RFP as an amendment to the RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.

1.1.2 Site Investigation

1.1.2.1 The Contractor acknowledges that he will investigate and satisfy himself as to **a)** the conditions affecting the work, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electric or other utilities which may otherwise affect performance of required activities; **b)** the character and quantity of all surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by RISD, also known as Building Owner or a designated consultant, as well as information present in drawings and specifications. **Any failure by the Contractor to acquaint himself with available information will not relieve him from the responsibility for properly estimating the difficulty or cost of successfully performing the work.** RISD will not be responsible for any conclusions or interpretations made by the Contractor on the basis of any information furnished by RISD. There shall be no allowance for anticipated profits.

1.1.3 Discrepancies

1.1.3.1 Explanations other than routine clarifications desired by a prospective Offeror regarding the specifications or other RFP documents shall be requested in writing from RISD no later than the deadline for written questions as specified in the Schedule of Events. Requests shall include the contract number and name.

1.1.3.2 Oral explanations or instructions will not be binding. Only written addenda issued by the Procurement Division will be considered binding. The Offeror shall acknowledge the receipt of all addenda.

1.1.4 Modification and Withdrawal of Proposals

1.1.4.1 An RFP containing a mistake discovered before RFP opening may be modified or withdrawn by an Offeror prior to the time set for RFP opening by delivering written or telegraphic notice to the location designated in the RFP as the place where proposals are to be received. After RFP opening, no modifications in RFP prices or other provisions of the RFP shall be permitted.

1.1.5 Bid Security, Bonding, and Insurance Requirements

1.1.5.1 Each Proposal must be accompanied by a Bid Security in the amount of five percent (5%) of \$100,000 (\$5,000). Bid security shall be payable by certified check, cash, money order, or bidder's bond payable without condition to Roswell Independent School District, Board of Education. Cash bid security will be returned as soon as practical after the RFP opening and the successful Offeror has furnished the performance and payment bonds, or if no award has been made within 90 days after the opening of RFP's, upon demand of the Offeror at anytime thereafter, so long as he/she has not been notified of the acceptance of his bid. If the bid security is a bond, it shall be issued by a surety approved in the current federal circular 570 as published by the United States Treasury Department or the State Board of Finance or the local governing authority. Surety will be currently licensed and otherwise authorized and approved to issue bonds in the State of New Mexico. The successful bidder shall deliver performance and materials/payment bonds in the amount of 100% of the contract amount (or evidence that such bonds will be furnished) within ten (10) working days after notification of award.

The bond shall be in effect for the life of the contract and until final acceptance of any project initiated under the contract. If the total of the projects accomplished under this contract shall exceed \$100,000, contractor shall be responsible to bond all additional amounts. Should any surety become insolvent or cease to do business in New Mexico, notice will be given to the Contractor who shall immediately provide a new surety satisfactory to RISD. The cost of bonding must be included in your pricing structure. RISD does not pay for bonding as a reimbursable item.

1.1.5.2 Insurance requirements: The Contractor shall, at his own expense, purchase and maintain insurance that will protect him from all claims that may arise out of or result from any activities conducted under this Contract, whether those activities are performed by the contractor, subcontractor or other company or individual directly or indirectly employed, or by anyone for whose acts any of these entities may be liable during the life of this contract.

Successful Contractor must furnish proof of coverage to the Procurement Officer prior to official award. If any policy changes occur during the life of the contract, it is the Contractor's responsibility to provide updated proof of coverage to the Procurement Division.

1.1.5.2.1 Offerors shall provide coverage under the Workers' Compensation Insurance as required by the Labor Laws and State of New Mexico Statutes.

1.1.5.2.2 Offerors shall submit a certificate of general liability insurance for personal injury, occupational disease and sickness or death and property damage directly from the insurance carrier. Insurance shall include "Occurrence" claim provisions. Minimum acceptable coverage is:

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage or

\$500,000 Bodily Injury and \$250,000 Property Damage (each occurrence)

- 1.1.5.2.3 Contractor must be able to document that he has notified his insurance carrier as to the nature of the work involvement with asbestos and other pollution liabilities and that the coverage in effect specifically includes an endorsement for asbestos abatement activities. The policy must list RISD as second insured.
- 1.1.5.2.3 Roswell Independent School District shall not provide vehicle liability and property damage insurance for the duration of the project.
- 1.1.5.2.4 If RISD shall permit the Contractor to use any of the district's equipment, tools or facilities, such use shall be considered gratuitous. RISD will take no responsibility for the Contractor's possible use of such equipment, tools, or facilities or for any negligence on the part of RISD in permitting their use.
- 1.1.5.3 Should an Offeror fail to execute the contract and fail to deliver the required bonds and insurance documents, then RISD may collect on the bond and recover appropriate damages and terminate any and all rights or interest of the bidder with respect to any work represented by this contract.

1.1.6 Licenses and Qualifications

- 1.1.6.1 Offerors must be licensed as required by the New Mexico Regulation and Licensing Department, Construction Industries Division for the purpose of removal, encapsulation, enclosure, demolition and maintenance of structures or components covered by or composed of asbestos-containing materials. Offerors shall hold a GB-98, GS-29 asbestos specific classification and any other applicable licensing requirements for the performance of general construction work as required.

1.1.7 State Wage Rates

- 1.1.7.1 It is the Contractor's responsibility to acquaint himself with and comply with State Regulations regarding payment of wages on public projects. Wage rates as established by the State of New Mexico Labor and Industrial Commission will be issued on a case-by-case basis when the project amount exceeds \$60,000. Compliance is a part of this RFP. The General Contractor must post the complete wage decision at the job site in an easily accessible place. Failure to post the wage decision can result in fines to the General Contractor. Furthermore, each subcontractor must receive a copy of the wage decision and use these rates to pay employees.

In the event it is found by the state labor commissioner that any laborer or mechanic employed by the Contractor or Subcontractor on the site of the project covered by this contract has been or is being paid, as a result of a willful violation, a rate of wages less than the rate of wages required by the contract, RISD may,

by written notice to the Contractor and his Subcontractor (if the violation involves a Subcontractor) terminate their right to proceed with the work, or such part of the work as to which there has been a willful failure to pay the required wages, and RISD may prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable for any excess cost occasioned thereby. Any party receiving notice of termination of his contract or subcontract under the provisions of this section may appeal the finding to the State Labor Commissioner as provided in the Public Works Minimum Wage Act.

The General Contractor must notify the New Mexico Department of Labor, Labor and Industrial Division, of the address of each project. The address for the department is 1596 Pacheco Street, Ste.105, Santa Fe, NM 87505.

- 1.1.8** RISD reserves the right to reject any or all proposals for any reason that may be in the best interest of the district or building occupants. RISD reserves the right to waive any technicality or irregularity in a proposal. Failure to submit requested information/documentation or the submission of incorrect information/documentation might result in disqualification of an RFP package.

1.1.9 Liquidated Damages

RISD may suffer financial loss if certain projects are not substantially complete within a specified time frame. Prior to beginning any project, owner and contractor will establish and mutually agree to start and completion dates in accordance with each project. Liquidated damages in direct proportion to the significance of the project and the consequences to RISD for failure to complete in a timely manner, will also be established. For non-emergency projects, the contractor, **contacted initially**, will have 48 hours to accept the project before it is offered to a second contractor.

The Contractor and his surety shall be liable for and pay to the owner not as a penalty, a sum not to exceed \$500 per calendar day until the project is determined to be substantially complete. It is emphasized that \$500 per day will be the maximum and that lesser amounts may be fixed.

1.1.10 Pre-Proposal Meeting

RISD will not have a mandatory pre-proposal meeting.

1.1.11 Pricing Structure

The intended life of the contract, including renewals, is four years. During that time, RISD may wish to add items, which are not now available with existing technology or recognized as a need within the District. In this event, RISD reserves the right to negotiate a fair and reasonable price with the current contractor for such services. Said services must be within the intended scope of this contract for the mutual convenience of both parties when it is commercially senseless or not cost efficient to involve a second contractor.

Items on the pricing pages may indicate various caps such as "up to 24,000 sq. ft". The contractor is to compute pricing based upon mobilizing to perform work for any job within that range. Using this example, one project may call for 10 sq. ft. and the next may be for 13,000 sq.ft. If a particular job should exceed the "capped" amount, or if the contractor can offer certain economies of scale, RISD better pricing may be negotiated as may be mutually agreeable. RISD does not guarantee any amount of work to be completed under this contract and further reserves the right to bid any job separately.

OPEN END ASBESTOS CONTRACT

1.2. OPEN END ASBESTOS ABATEMENT PRICE FORM

<u>MATERIAL/ESTIMATED USAGE</u>	<u>UNIT PRICE ENCAPSULATION Sq./Lin. Ft.</u>	<u>UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.</u>
<u>HOMOGENEOUS AREA "A" – CEILINGS AND ROOFS</u>		
1) Suspended (Drop) ceiling panels (e g. 2'x2', 2'x4', 1'x2') Grid & Wire included 1 up to 24,000 sq. ft		_____/Sq. Ft.
Remove NON-ACM		_____/Sq. Ft.
2) Grid and Wire Clean in Place Remove NON-ACM	_____	_____/Sq. Ft.
3) Acoustical or decorative ceiling tiles (e g. 12"x12") and mastic 1 up to 10,000 sq. ft.	_____	_____/Sq. Ft.
4) Plaster/Finish coat, troweled on ceiling 1 up to 8,500 sq. ft.	_____	_____/Sq. Ft.
Remove NON-ACM		_____/Sq. Ft.
5) Drywall/Texture, Sheetrock: 8'-20' 1 up to 10,000 sq. ft.	_____	_____/Sq. Ft.
Remove NON-ACM		_____/Sq. Ft.
6) Sprayed-on acoustical ceilings (friable) 1 up to 30,000 sq. ft	_____	_____/Sq. Ft.
Remove NON-ACM		_____/Sq. Ft.
7) Sprayed-on acoustical ceilings (non-friable) 1 up to 25,000 sq.ft	_____	_____/Sq. Ft.
Remove NON-ACM		_____/Sq. Ft.
8) Fire proof finish panel system/asphalt type material 1 up to 3,000 sq. ft.	_____	_____/Sq. Ft.

9)	Spray applied fire proofing (Cementitious or Fibrous)		
	1 to 1,000 sq. ft.	_____	_____/Sq. Ft.
	1,001 to 5,000 sq. ft.	_____	_____/Sq. Ft.
	5,001 and greater	_____	_____/Sq. Ft.
10)	Sprayed-on insulation, Portable Buildings (non-friable)		
	1 up to 3,000 sq.ft. Remove	_____	_____/Sq. Ft.
	Remove NON-ACM		_____/Sq. Ft.
11)	Interior Stucco		
	1 up to 5,000 sq.ft.	_____	_____/Sq. Ft.
	Remove NON-ACM		_____/Sq. Ft.
12)	Metal Lath and Plaster System		
	1 up to 4,000 sq. ft	_____	_____/Sq. Ft.
	Remove NON-ACM		_____/Sq. Ft.
13)	Rock Lath and Plaster System	_____	_____/Sq. Ft.
	Remove NON-ACM		_____/Sq. Ft.
14)	Sprayed-on insulation, Portable Buildings		
	1 up to 5,000 Sq.Ft. (Friable)	_____	_____/Sq. Ft.
	Remove NON-ACM		_____/Sq. Ft.
15)	Drywall penetrations		
	One penetration up to 50 sq. ft.		_____ EA
	Remove NON-ACM		_____ EA
16)	Ceiling penetrations, Plaster		
	One penetration up to 50 sq. ft.		_____ EA
	Remove NON-ACM		_____ EA

- | | | | |
|-----|---|-------|---------------|
| 17) | Paneling: Wood, Masonite | | |
| | One up to 100 sq. ft. | _____ | _____/Sq.Ft. |
| | Remove NON-ACM | | _____/Sq. Ft. |
| 18) | Ceiling Penetrations, concrete | | _____EA |
| 19) | Roof felt & insulation penetrations
(2 sq. ft. to 50 sq. ft. each) | | |
| | 1 up to 100 pieces. (Up to 4-ply roof) | | _____EA |
| | Remove NON-ACM | | _____EA |
| 20) | Roof felt and insulation penetrations
(2 sq. ft. to 50 sq. ft. each) | | |
| | 1 up to 100 pieces. (More than 4 ply) | | _____EA |
| | Remove NON-ACM | | _____EA |
| 21) | Flashguards | | |
| | 1 up to 100 pieces | | _____EA |
| | Remove NON-ACM | | _____EA |
| 22) | Duct system insulation, Sprayed-on | | |
| | 1 up to 100 liner feet/4' Diameter | | _____LN |
| | Remove NON ACM | | _____LN |
| 23) | Duct system insulation, Plaster | | |
| | One up to 100 linear feet/4' Diameter | _____ | _____LN |
| | Remove NON-ACM | | _____LN |

HOMOGENEOUS AREA "B" – WALLS

Weighted
Values

- | | | | |
|-----|----------------------------|-------|---------------|
| 24) | Drywall/Texture, Sheetrock | | |
| | 1 up to 15,000 sq. ft. | _____ | _____/Sq. Ft. |
| | Remove NON-ACM | | _____ |

25)	Acoustical tiles and mastic		
	1 up to 3,000 sq.ft.	_____	_____/Sq. Ft.
	Remove NON-ACM		_____/Sq. Ft.
26)	Baseboard glue/mastic		
	1 up to 2,000 ln. ft.	_____	_____LN
	Remove NON-ACM		_____LN
27)	Interior Stucco		
	1 up to 1,500 sq. ft.	_____	_____/Sq. Ft.
	Remove NON ACM		_____/Sq. Ft.
28)	Transite Panels		
	1 up to 1,200 sq. ft.		_____/Sq. Ft.
29)	Lath and Plaster		
	1 up to 3,000 sq. ft	_____	_____/Sq. Ft.
	Remove NON-ACM		_____/Sq. Ft.
30)	Lath and Plaster Wall Penetration		
	1 up to 100 sq. ft. /each		_____/Sq. Ft.
31)	Wall penetrations CMU w/vermiculite		
	1 up to 100 sq. ft./each	_____	_____EA
	Remove NON-ACM	seal/caulk	_____EA
32)	Wall penetrations, Transite		
	1 up to 100 sq. ft/each		_____EA
33)	Drywall penetrations		
	1 up to 100 sq. ft./each		_____EA
34)	Wall penetrations, Plaster/Finish/Stucco		

1 up to 100 sq. ft./each _____ EA

Remove NON-ACM _____ EA

35) Paneling: Wood, Masonite
1 up to 100 sq. ft./each _____ EA

Remove NON-ACM _____ EA

HOMOGENEOUS AREA "C" - FLOORS

36) Floor tiles 9"x9" and 12"x12" ACM
Mastic ACM
1 up to 50,000 sq. ft. _____/Sq. Ft.
Single Layer

_____/Sq. Ft.
Multiple Layers

37) Floor tiles 9"x9" and 12"x12" ACM
Mastic **NOT** ACM
1 up to 50,000 sq. ft. _____/Sq. Ft.
Single Layer

_____/Sq. Ft.
Multiple Layers

38) Floor Mastic ACM
1 up to 50,000 sq. ft.
Tiles NON ACM _____/Sq. Ft.
Single Layer

_____/Sq. Ft.
Multiple Layers

39) Tile NON-ACM and
Mastic NON-ACM
w/ engineering controls
1 up to 50,000 sq. ft. _____/Sq. Ft.
Single Layer

_____/Sq. Ft.
Multiple Layers

40) Tile NON-ACM and
Mastic ACM
w/ engineering controls
1 up to 50,000 sq. ft. _____/Sq. Ft.
Single Layer
_____/Sq. Ft.
Multiple Layers

- | | | |
|-----|--------------------------------------|---|
| 41) | Mastic ACM
1 up to 50,000 sq. ft. | _____/Sq. Ft.
Single Layer
_____/Sq. Ft.
Multiple Layers |
|-----|--------------------------------------|---|

HOMOGENEOUS AREA "C" – FLOORS

- | | | |
|-----|---|---------------|
| 42) | RFCI – Resilient Floor Covering Institute Methods | |
| | Floor Tile, 12" x 12", ACM Mastic | _____/Sq. Ft. |
| | Floor Tile, 12" x 12", NON-ACM Mastic | _____/Sq. Ft. |
| | ACM Mastic, tile NON-ACM | _____/Sq. Ft. |

RFCI will refer to work practices and methods of removal of flooring materials as established by the Resilient Floor Covering Institute and accepted by OSHA. RISD will identify project allowing RFCI methods, which may be restricted by type of material, condition, and nature of installation or past modifications. The work area will be isolated from adjacent areas of the building whether occupied or unoccupied by at least poly curtains with staggered flaps, critical barriers on all HVAC supply and return openings and barrier tape. Adjacent areas that may be occupied during the RFCI process will be isolated as outlined in section 3.1.4 of this document. Five foot poly splashguards will be installed to protect building components and furnishings for projects using liquid mastic removal. Ventilation devices shall be on site and ready for use to handle smoke or fumes generated by any RFCI method. All materials and equipment necessary to establish a regulated negative pressure enclosure shall be immediately available in the event RFCI methods cannot be maintained.

- | | | |
|-----|----------------------------------|---|
| 43) | Sheet Vinyl/Linoleum, Mastic ACM | |
| | 1 up to 5,000 sq. ft. | _____
Sq. Ft.
Single Layer

Sq. Ft.
Multiple Layers |
| | Remove NON-ACM | _____
Sq. Ft.
Single Layer

Sq. Ft.
Multiple Layers |

- | | | |
|-----|---|---|
| 44) | Sheet Vinyl/Linoleum,
Mastic NOT ACM .
1 up to 5,000 ft. | _____
Single Layer

Multiple Layers |
| | Remove NON-ACM | _____
Single Layer

Multiple Layers |

- | | | |
|-----|--|-------------|
| 45) | Floor Penetrations, Concrete
1 up to 50 sq.ft. each
Up 4"X12" core | _____
EA |
|-----|--|-------------|

	Remove NON-ACM	_____	EA
46)	Floor Penetrations, Concrete & ACM material up to 4"X12" core. 1 up to 200 sq. ft. each	_____	EA
47)	Floor Penetrations, Wood & ACM Tile 1 up to 50 sq.ft. each	_____	EA
	Remove NON-ACM	_____	EA
48)	Carpet 1 up to 5,000 sq. ft.	_____	EA
	Remove NON-ACM	_____	EA

HOMOGENEOUS AREA 'D' - THERMAL SYSTEM INSULATION

49)	Mud fittings Up to 600 pieces – Up to 6" pipe	_____	EA
			Full Containment Gross Removal

			Glovebag
	Remove NON- ACM	_____	EA
50)	TSI pipe insulation asbestos wrappings up to 6" pipe (e.g. magblock, aircell) w ACM 1 up to 2000 linear ft	_____	LN
			Full Containment Gross Removal

			Glovebag
51)	TSI pipe insulation asbestos wrappings up to 6" pipe (e.g. magblock, aircell) Non ACM One up to 2000 linear ft	_____	LN
			Full Containment Gross Removal

			Glovebag

52)	Insulation wrapping on vessels One up to 2000 sq.ft. of ACM	<u> </u> Sq. Ft Full Containment Gross Removal <u> </u> Mini Containment <u> </u> Remove NON-ACM
53)	Flue wrappings, Breeching and /or Tank Insulation 1 up to 1000 sq.ft. of ACM	<u> </u> Sq. Ft Full Containment Gross Removal <u> </u> Mini Containment <u> </u> Remove NON-ACM
54)	Transite pipe One up to 500 linear ft. (6" pipe)	<u> </u> LN
55)	Boiler Insulation Per sq. ft.	<u> </u> Sq. Ft.
56)	Gaskets and valves (Boilers, Tanks, Valves) 1 up to 200 pieces.	<u> </u> EA Full Containment Gross Removal <u> </u> Glovebag <u> </u> Mini Containment <u> </u> Remove NON-ACM
57)	Cut & Wrap Pipe w/ TSI Pipe Insulation – L. Ft. Fittings – each	<u> </u> LN <u> </u> EA
58)	Plaster wrappings, straight runs 1 up to 800 linear ft up to 6" pipe	<u> </u> LN Full Containment <u> </u> Removal of Pipe using glovebags

Remove NON-ACM _____

The line item for gross removal is intended for full containment in a negative pressure enclosure. All related work and costs shall be included in this pricing: pre-cleaning, set up, removal and disposal, etc. Transmission Electron Microscopy will be used for clearance. The same procedures apply for gross removal in tunnels.

59) Clean up of tunnels, trenches, crawl spaces, chases, etc. to include: removal of all debris, **repair of damaged** fittings/insulation, and lockdown. Areas will be of various sizes. Price shall be based on square footage. _____ Sq. Ft.

INITIAL CLEANING

60) Initial Cleaning of Areas that are adjacent to abatement areas
1 up to 5000 sq. ft. _____ Sq Ft

61) EXTERIOR PLASTER, TROWELED OR SPRAYED ON EXTERIOR WALLS

0-250 sq. ft.	_____	_____ Sq. Ft.
250 -500 sq. ft.	_____	_____ Sq. Ft.
500 - 1000 sq. ft.	_____	_____ Sq. Ft.
1000 and up	_____	_____ Sq. Ft.

62) FIRE DAMAGE,
Occupied space, All contents removed

	<u>Salvageable, Cleaned Decontaminated</u>	<u>Unsalvageable, Removed & Disposed Of</u>
0-250 sq. ft.	_____	_____ Sq. Ft.
250 -500 sq. ft.	_____	_____ Sq. Ft.
500 - 1000 sq. ft.	_____	_____ Sq. Ft.
1000 and up	_____	_____ Sq. Ft.

Established contract unit prices for Fire Damaged ACM Bldg. Materials will be used.

63) FIRE DAMAGE,
Unoccupied space

0-250 sq. ft.	_____	_____ Sq. Ft.
250 -500 sq. ft.	_____	_____ Sq. Ft.
500 - 1000 sq. ft.	_____	_____ Sq. Ft.

- 1000 and up _____ Sq. Ft.
- 64) CONTAMINATED SOIL
Remove 6" deep, per square footage _____ Sq. Ft.
- 65) LEAD ABATEMENT
Technician, per hour _____/hr.
Supervisor, per hour _____/hr
Transport and Disposal _____ cost + %
- 66) MOLD ABATEMENT – to include material, set-up, labor and disposal
Technician, per hour _____/hr
Supervisor, per hour _____/hr
- 67) HOURLY RATE – Environmental issues not currently covered by a line item. Price will include material, set-up, labor and disposal fees.
Technician, per hour _____/hr
Supervisor, per hour _____/hr

WINDOW GLAZING & PUTTY

- 68) Linear foot charge _____/lf

OTHER CHARGES – If any

- 69) MOBILIZATION, per hour _____/hr
- 70) LODGING EXPENSES, double occupancy room, per room charge _____/dbl room
- 71) WASTE TRANSPORTATION, per mile charge each way _____/mile

DO NOT INCLUDE TAX. APPLICABLE TAXES WILL BE ADDED AT CURRENT RATE TO INVOICE AS A SEPARATE ITEM.

1.2.1 Method of Award

The District may award the RFP as a Multiple-Source Award to responsive Offerors to have available a pool of Offerors if it is in the District's best interest. The duration of this Contract shall be for 52 weeks following award. **At the completion of the first 52-week period, this contract is subject to review and may be extended for up to three additional 52-week periods contingent upon funding and mutual agreement of the parties.** Pricing must remain firm during the life of the contract. There is no legal provision for escalation of pricing. Note that wage rates are applicable for the first year only. Assuming renewal, RISD will request wage rates for year two. Based upon that information, contractor may adjust the labor portion only of an affected cost (plus or minus) for the second year.

The contract will be awarded in accordance with the provisions of this RFP. RISD will multiply the unit prices of either the Unit Price Encapsulation column, the Unit Price ACM Removal column, or both (if applicable) by the weighted value. The extended prices will be added for a grand total of both columns.

In addition, RISD may consider the percentages quoted for "Replace New" which are both materials and labor and "Replace New % of Labor Cost - RISD Provides Material". "Replace New" will require the contractor to provide all labor and materials necessary to replace whatever has been destroyed or removed with new construction equal to or better than that which existed prior to the abatement. Quote a composite percentage over your cost for both labor and materials. Three quotes will normally be required to document material cost. Contractor and RISD will agree as to which quote will be accepted taking into consideration delivery and any other pertinent aspects of a particular project.

RISD may prefer to furnish the materials and allow the contractor to supply the labor only. In this event, the "Labor Rate" worksheet will be utilized. See sample following. The particular wage rate classification will be determined and entered as the Base Hourly Rate. Other computations will be added as percentages of that rate as indicated. Please combine all the items that your company will add to the base wage rate, such as fringe benefits, unemployment, G&A, etc. as one overall percentage and enter in the appropriate space for this item on the pricing pages. It should be noted that the weighted value numbers are for evaluation purposes only and are not a commitment to purchase. RISD reserves the right to bid any particular asbestos abatement project as a separate procurement action whenever it may be in the best interest of the District to do so.

1.3 Scope of Work

1.3.1 The Abatement Contractor will receive a scope of work from the Owner, for each project with time lines, floor plans, and analytical results of material sampled. Amounts of material for abatement will also be included.

1.3.2 The successful offeror shall perform asbestos and environmental abatement services on an "as needed" basis throughout a one-year contract period, with option to renew for one additional year upon mutual agreement of RISD and Contractor. RISD reserves the right to make multiple awards as may be in its best interest for adequate service. It is emphasized that regardless of termination date, any unfinished project will be carried to completion by the same abatement contractor, but without unduly prolonging the process. Projects involving multiple phases will be reviewed on a case by case basis. Types of asbestos abatement projects and square footages are listed in the proposal pricing pages.

1.3.3 The Roswell Independent School District owns/leases approximately 25 sites. Management plans have been written on the hazard assessment, response action, and

the operations and maintenance of the material. The Roswell Independent School District includes all of the City of Roswell, and portions of Chaves County.

Asbestos abatement services as required by this RFP will necessitate close communication with the department and supervisory personnel as well as outside architects and contractors under contract to RISD. All work performed on this contract must be facilitated through the Maintenance Department. In addition, the Procurement Division maintains all contracts.

The Abatement Contractor(s) shall provide a written estimate of total hours and cost required, and submits procedures to be used to complete any particular project prior to beginning the work. All prices given on price sheet shall be inclusive of all work necessary to complete specified work, i.e., pre cleaning, disposal, cleaning, setup, etc. The successful Offeror(s) **will be on call** for emergency and environmental asbestos removal, as well as scheduled projects. **The Contractor must respond in 12 hours**. Normally, the Contractor will be required to perform abatement procedures after school hours, weekends and holidays as specified by RISD. However, if specified project will not interfere with school activities (e.g., glovebag procedures) then project may be performed during the normal school day. A total price of each project will be given to the Maintenance Department before any work is performed. This must be done on standard the RISD contract/estimate document. (See Appendix B) Completion dates and liquidated damages, if any, will be noted. No premiums or price increases are allowed for evening work, weekends, and/or holidays. Bid prices are for all work.

1.4 **Description of Work**

- 1.4.1 The work specified herein shall be the removal and/or encapsulation of asbestos containing materials by competent persons trained, knowledgeable and qualified in the techniques of abatement, handling and disposal of asbestos containing and asbestos contaminated materials and the subsequent cleaning of contaminated areas, who comply with all applicable Federal, State, and Local regulations and are capable of and willing to perform the work of this Contract.
- 1.4.2 The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local regulations and these specifications. Including, but not limited to the contractor will also be required to bring in a generator or have an electrician bring in pigtails to complete the work. RISD reserves the right to have the Contractor supply and install all materials and labor for a complete working project. Further, RISD may supply materials and have contractor install or RISD may supply materials and install within the project. The Contractor **will** be required to obtain all necessary permits if the assigned project requires reinstallation. The project will be permitted and inspected by City or local authorities. Green tags shall be delivered to the project administrator to be kept on file.
- 1.4.3 Prior to commencement of any project, the Contractor must consider special conditions at the site when performing the asbestos and environment abatement. (E.g. high temperatures, equipment that must remain in operation, other toxic substances in the air, penetrating the work area or contaminating surfaces.) The Contractor will be responsible for obtaining this information from RISD during the Project Start Meeting.
- 1.4.5 The Contractor is responsible for restoring the work area and auxiliary areas utilized during the abatement to conditions equal to or better than original as specified in individual scope of work. For example, all fixtures (lights, alarms, intercoms, grills, HVAC ducting, etc.) will be replaced by the Contractor at no additional cost. The Contractor shall, during the progress of work, remove and dispose all debris (non-asbestos containing included) and keep the premises clean. Upon completion of the work, the Contractor shall remove all construction equipment and surplus materials (except materials that are to remain the

property of the Roswell Independent School District as provided in the specifications). Any damages caused during the performance of abatement activities shall be repaired by the Contractor (e.g. paint peeled off by barrier tape, nail holes, water damage, broken glass) at no additional expense to RISD.

1.5 **Applicable Standards and Guidelines**

1.5.1 **General requirements**

- 1.5.1.1 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.
- 1.5.1.2 The most recent edition of any relevant regulation, standard, document or code shall be in effect. In the event of conflict between the job requirements or these specifications, the more stringent shall govern.
- 1.5.1.3 Copies of all standards, regulations, codes and other applicable documents, including this specification and those listed in Section 1.5.2 shall be available at the work site in the clean change area of the worker decontamination system.

1.5.2 **Specific requirements**

1.5.2.1 **Occupational Safety and Health Administration (OSHA)**

1.5.2.1.1 Title 29 Code of Federal Regulations Section
1910.1001 - General Industry Standard for Asbestos.

1.5.2.1.2 Title 29 Code of Federal Regulations Section
1910.134 - General Industry Standard for Respiratory
Protection. 1910.1101

1.5.2.1.3 Title 29 Code of Federal Regulations Section
1926 - Construction Industry

1.5.2.1.4 Title 29 Code of Federal Regulations Section
1910.2 - Access to Employee Exposure and Medical
Records

1.5.2.1.5 Title 29 Code of Federal Regulations Section
1910. - Hazard Communication

1.5.2.2 Environmental Protection Agency (EPA)

1.5.2.2.1 Title 40 Code of Federal Regulations Part 61 National Emission
Standard for Asbestos.

1.5.2.2.2 Title 40 Code of Federal Regulations Part 763 Asbestos Abatement
Projects; Worker Protection; Final Rule and Asbestos-Containing
Materials in Schools; Final Rule and Notice; Model Accreditation Plan.

1.5.2.3 The Contractor must comply with New Mexico State Construction Industries
Licensing Act and LPG Act, 1978.

1.6 **Submittals Notices**

1.6.1 Contractor shall submit the following forms: Bid Bond, Labor and Materials Payment Bond, and Performance Bond. Use AIA documents or similar forms acceptable to Owner.

1.6.1.1 **Prior to Commencement of Work, at Pre-Start meeting:**

- 1.6.1.1.1 Should abatement projects involving greater than 260 linear feet of pipe insulation or 160 square feet of sprayed, troweled or otherwise applied material or covering or composing building structures or components, send written notification in accordance with 40 CFR Part 61, to the appropriate State or Federal air pollution control agency responsible for the enforcement of the National Emission Standard for Hazardous Air Pollutants (NESHAPP). Provide RISD with a copy of the notice. The Contractor shall provide evidence that the EPA has been notified of the removal procedures and the location of the waste disposal. Attach copies of notification forms that are sent to the Environmental Health Department, P.O. Box 1293, Albuquerque, NM 87103.
- 1.6.1.1.2 Submit proof satisfactory to RISD that required permits, site location and arrangements for transport and disposal of asbestos containing materials have been made. Submit the name of the landfill to be used for the disposal. Submit proof that all regulations pertaining to asbestos disposal will be met. Obtain and submit a copy of an asbestos manifest signed by the owner of the landfill.
- 1.6.1.1.3 Submit documentation satisfactory to RISD that the Contractor's employees, including foremen, supervisors and any other company personnel or agents who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, have received adequate training and understand the hazards of asbestos as per section 4.1 of this document.
- 1.6.1.1.4 Submit documentation from a physician that all employees or agents who may be exposed to airborne asbestos in excess of background level have been medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required in OSHA 29 CFR 1910 and OSHA 29 CFR 1926. The Contractor must be aware of and provide information to the examining physician about unusual conditions in the work place environment (e.g. high temperatures, humidity, chemical containments) that may impact on the employee's ability to perform work activities.
- 1.6.1.1.5 Submit to RISD, for each individual project, shop drawings for layout and construction of decontamination enclosure systems and barriers for isolation of the work area as detailed in this specification and required by applicable regulations. (RISD may wish to specify these layouts in the specifications.)
- 1.6.1.1.6 With RISD, two (2) days prior to mobilization, inspect the premises wherein all abatement and abatement related activities will occur and submit a statement signed by both, agreeing on building and fixture condition prior to the commencement of work.

- 1.6.1.1.7 Submit manufacturer's certification that HEPA vacuums, negative pressure ventilation units and other local exhaust ventilation equipment conform to ANSI Z9.2-79.
- 1.6.1.1.8 When rental equipment is to be used in abatement areas or to transport asbestos contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to RISD with close out documents.
- 1.6.1.1.9 Document NIOSH & MSHA approvals for all respiratory protective devices utilized on site. Include manufacturer certification of HEPA filtration capabilities for all cartridges and filters.
- 1.6.1.1.10 Submit pre-abatement air sampling results (if conducted, these samples are optional, since the Contractor rarely has access to the site prior to job initiation.) Include location of samples, name of Air Sampling Professional, equipment, and methods utilized for sampling and analysis.
- 1.6.1.1.11 Submit documentation of respirator fit testing for all Contractor employees and agents who must enter the work area. This fit testing shall be in accordance with procedures as detailed in the OSHA 29 CFR 1910.

1.6.1.2 During Abatement Activities and to be included in Closeout Documents

- 1.6.1.2.1 Submit weekly to the Project Manager (or as otherwise required by RISD) job progress reports detailing abatement activities. Include review of progress with respect to previously established milestones and schedules, major problems and action taken, injury reports, equipment breakdown and bulk material and air sampling results conducted by Contractor's Project Monitor.
- 1.6.1.2.2 Submit copies to the Project Manager of all transport manifest, trip tickets and disposal receipts for all asbestos waste materials removed from the work area during the abatement process by the next business day and in the closeout documents.
- 1.6.1.2.3 Submit daily to the Project Manager, copies of work site entry logbooks with information on worker and visitor access.
- 1.6.1.2.4 Prior to use on the project and at least weekly during the project, submit log documents to the Project Manager of HEPA filter inspection of HEPA vacuums for damage and proper installation and differential pressure readings on negative pressure ventilation units.
- 1.6.1.2.5 Submit manometer readings. A hand written log may be substituted for machine printout for verification of negative .02 inches water column on negative pressure enclosure.
- 1.6.1.2.6 Submit to the Project Manager results of bulk material analysis and air sampling data collected during the course of the abatement including OSHA compliance air monitoring results.
- 1.6.1.2.7 Submit to the Project Manager results of material 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.)

- 1.6.1.2.8 Post in the clean room area of the worker decontamination enclosure, a list containing the names, addresses, and telephone numbers of the Contractor, RISD contacts, the Asbestos Project Monitor, the General Superintendent, 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 Officers.

1.6.2 **RISD as Building Owner Shall**

1.6.2.1 **Prior to Commencement of Work:**

- 1.6.2.1.2 Submit to the Contractor, results of pre-abatement air sampling (if conducted) including location of samples, names of the Air Sampling Professional, equipment utilized and method of analysis.
- 1.6.2.1.3 Document that RISD employees who will be required to enter the work area during abatement have received training equal to that detailed in Part 4, Section 4.1. (Training may be provided by the Contractor or an RISD training consultant at RISD discretion.)
- 1.6.2.1.4 Provide to the Contractor information concerning access, shut down and protection requirements of certain equipment and systems in the work area.

1.6.2.2 **During Abatement**

- 1.6.2.2.1 Submit to the Contractor, results of bulk material analysis and air sampling data collected during the course of the abatement. These sample results are for information only. They serve only to monitor Contractor performance during the project and shall not release the Contractor from any responsibility to sample for OSHA compliance.

1.7 **Site Security**

- 1.7.1 The work area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of Subcontractors, RISD employees and representatives, State and local inspectors and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted in the clean room of the worker decontamination facility.
- 1.7.2 The Contractor shall report entry into the work area by unauthorized individuals immediately to RISD.
- 1.7.3 A logbook 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.
- 1.7.4 The Contractor is responsible to ensure security to the building in areas that may have been modified as necessary for the project. The Contractor is responsible for any modifications including parts and labor. At completion of project, all modifications must be returned to pre-abatement conditions.

- 1.7.5 Access to the work area shall be through a single worker decontamination system in a designated location at the work site. All other means of access (doors, windows, hallways, etc.) shall be blocked by temporary walls constructed by the Contractor 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 removal of containerized asbestos waste from the work area and emergency exits in case of fire or accident. Emergency exits shall not be locked from the inside, however, they shall be sealed with polyethylene sheeting and tape until needed. Contractor shall inspect and record time of inspection on a daily log.
- 1.7.6 Contractor should have control of site security during abatement operations whenever possible, in order to protect work efforts and equipment. The Contractor will be issued a key to the worksite. The Contractor will be responsible for returning keys to RISD at the completion of the project. If keys are not returned or lost, the contractor will be invoiced for re-keying the respective property.
- 1.7.7 Contractor will have RISD assistance in notifying building occupants of impending activity and enforcement of restricted access by RISD employees.

1.8 **Emergency Planning**

- 1.8.1 Emergency planning shall be developed prior to abatement initiation and agreed to by Contractor and RISD.
- 1.8.2 Emergency procedures shall be in written form and prominently posted in the clean change area and equipment room of the worker decontamination area. Everyone prior to entering the work area must read and sign these procedures to acknowledge receipt and understanding of work site layout, location and emergency exists and emergency procedures.
- 1.8.3 Emergency planning **shall** include written notification of police, fire and emergency medical personnel of planned abatement activities, work schedule and layout of work area, particularly barriers that may affect response capabilities. Submit with close out documents.
- 1.8.4 Emergency planning shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces and heat related injury. Written procedures shall be developed and employee training in procedures shall be provided.
- 1.8.5 Employees shall be trained in evacuation procedures in the event of work place emergencies.
 - 1.8.5.1 For non-life threatening situations - employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the work place to obtain proper medical treatment.
 - 1.8.5.2 For life threatening injury or illness, worker decontamination shall take least priority after measures to stabilize the injured worker, remove him/her from the work place and secure proper medical treatment.
- 1.8.6 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.

1.9 **Pre-Start Meeting**

- 1.9.1 The successful Offeror shall attend a pre-start job meeting on each project. Attending this meeting may be representatives of RISD and its agents along with testing/monitoring personnel (e.g. Asbestos Project Manager, Air Sampling Professional) who will actually participate in RISD testing/monitoring program.
- 1.9.2 The Contractor and supervisory personnel who will provide on-site direction of the abatement activities must attend. The Contractor's Air Sampling, Professional shall also attend.
- 1.9.3 At this meeting the Contractor shall provide all submittals as required in Section 1.6. In addition he shall be prepared to provide detailed information concerning:
 - 1.9.3.1 Preparation of work area.
 - 1.9.3.2 Personal protective equipment including respiratory protection and protective clothing.
 - 1.9.3.3 Employees who will participate in the project, including delineation of experience, training, and assigned responsibilities during the project.
 - 1.9.3.4 Decontamination procedures for personnel, work area and equipment.
 - 1.9.3.5 Abatement methods and procedures to be utilized.
 - 1.9.3.6 Required air-monitoring procedures.
 - 1.9.3.7 Procedures for handling and disposing of waste materials.
 - 1.9.3.8 Procedures for final decontamination and clean up.
 - 1.9.3.9 A sequence of work and performance schedule.
 - 1.9.3.10 Procedures for dealing with heat stress.
 - 1.9.3.11 Emergency procedures.

Part 2 - Materials and Equipment

2.1 Materials

2.1.1. General (all abatement projects)

- 2.1.1.1 The Roswell Independent School District reserves the right to inspect materials to determine the quality, fitness and suitability of such materials. Inspection of materials may be conducted whenever considered necessary by RISD. Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name (where applicable).
- 2.1.1.2 Store all materials subject to damage off the ground, away from wet or damaged surfaces and under cover sufficient enough to prevent damage or contamination. Replacement materials shall be stored outside of the work area until abatement is completed.
- 2.1.1.3 Damaged or deteriorating materials shall not be used and shall be removed from the work site and disposed of properly.
- 2.1.1.4 Polyethylene sheeting for walls and stationary objects shall be a minimum of 2 layers of 4 mils thick. Floors and all other critical barriers: sheeting of at least 6 mil thickness shall be used in widths selected to minimize the frequency of joints.
- 2.1.1.5 Method of attaching polyethylene sheeting shall be agreed upon in advance by the Contractor and RISD and selected to provide secure containment throughout the project and secondly to minimize damage to equipment and surfaces. Method of attachment may include any combination of duct tape or other waterproof tape, furring strips, spray glue, staples, nails, screws or other effective procedures capable of sealing adjacent sheets of polyethylene and capable of sealing polyethylene to dissimilar finished and unfinished surfaces under both wet and dry conditions (including the use of amended water). Any damage to surfaces will be repaired to original condition or better.
- 2.1.1.6 Polyethylene sheeting utilized for worker decontamination enclosure shall be opaque white or black in color.
- 2.1.1.7 Special materials required to protect objects in the work area should be detailed (e.g. plywood over carpeting or hardwood floors to prevent damage from scaffolds and falling material) during pre-start meeting for individual projects.
- 2.1.1.8 Disposal bags shall be of 6 mil. polyethylene, preprinted with labels as required by EPA regulation 40 CFR 61.152 (b)(i)(iv) or OSHA requirement 29 CFR 1910.1001 (g)(2)(ii).
- 2.1.1.9 Disposal drums shall be metal or fiberboard with locking ring tops.
- 2.1.1.10 Use adhesive labels as per EPA or OSHA requirements.
- 2.1.1.11 Warning signs as required by OSHA 29 CFR 1910.1926.

2.1.2 Removal

2.1.2.1 Surfactant (wetting agent) shall be a 50/50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent, mixed in a proportion of 1 fluid ounce to 5 gallons of water or as specified by manufacturer. (An equivalent surfactant shall be understood to mean a material with a surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56 "Surface and Interfacial Tension of Solutions of Surface Active Agents.") Where work area temperature may cause freezing of the amended water solution, the addition of ethylene glycol in amounts sufficient to prevent freezing is permitted.

2.1.2.2 Encapsulating agent to be applied to surfaces from which asbestos-containing material has been stripped. The Contractor will test the adhesion if new material is to be applied to the encapsulated substrate. Some manufacturers of replacement materials will not provide a material warranty on products applied over painted, encapsulated or otherwise coated surfaces. Without proper testing, the material may "fail" and require replacement at the Contractor's expense.

2.1.3 Encapsulation

2.1.3.1 Encapsulation materials shall be bridging or penetrating type and conform with the following characteristics:

2.1.3.1.1 Encapsulants should not be solvent based or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbons.

2.1.3.1.2 Encapsulants shall not be flammable.

2.1.3.1.3 Additional requirements if necessary will be given in the scope of the work for individual projects (Note: Encapsulation may significantly alter the acoustical characteristics of a material, the fire rating of a material, or the bond of the material to the substrate. These factors must be considered during the abatement method selection process.)

2.1.3.2 Additional materials as necessary for removal, as specified in 2.1.2.

2.2 Equipment

2.2.1 General (all abatement Projects)

2.2.1.1 Air patent selected by Contractor must be public domain or Contractor must have license to use. Contractor shall provide a release of liability to the Building Owner.

2.2.1.2 A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and operated in accordance with ANSI 29.2-79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-83-002. Guidance for Controlling Friable Asbestos Containing Materials in Buildings. Appendix F: Recommended Specifications and Operating Procedures for the Use of Negative Pressure Systems for Asbestos Abatement shall be utilized so as to provide one work place air change every 15 minutes or operated in accordance with 29 CFR 1926, Negative Enclosures..

To calculate total air flow requirement:

$$\text{Total feet}^3/\text{min.} = \frac{\text{Vol. of work area (in feet}^3\text{)}}{15 \text{ min.}}$$

To calculate the number of units needed for the abatement:

$$\text{Number of units needed} = \frac{(\text{Total feet}^3/\text{min.})}{(\text{Capacity of unit in feet}^3/\text{min.})}$$

For small enclosures and glove bags, a HEPA filtered vacuum system may be utilized to provide negative air pressure complying with negative pressure glovebags.

Submit a manometer log or Chart showing minimum of .02 inches of Reduced pressure in inches of water column.

2.2.1.3 Respirators shall be provided that have been tested and approved by the OSHA Administration for use in asbestos contaminated atmospheres.

2.2.1.4 Full body disposable protective clothing, including head, body and foot coverings (unless using footwear as described in 2.2.1.6) consisting of material impenetrable by asbestos fibers (Tyvek R or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

2.2.1.5 Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided to all workers and authorized visitors.

2.2.1.6 Nonskid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

2.2.1.7 A sufficient supply of disposable mops, rags and sponges for work area decontamination shall be available.

2.2.2 Removal

2.2.2.1 A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrapers, wire cutters, brushes, utility knives, wire saws, etc..) shall be provided as needed.

2.2.2.2 Sprayers with pumps capable of providing 500 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying amended water.

2.2.2.3 Rubber dust pans and rubber squeegees shall be provided for clean up.

2.2.2.4 Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.

2.2.2.5 Sufficient supplies of HEPA filtered vacuum systems shall be available during clean up.

2.2.3 **Encapsulation**

2.2.3.1 Encapsulants shall be sprayed using airless spray equipment. Nozzle pressure should be adjustable within the 400 to 1500 psi range.

2.2.3.2 Additional support equipment as needed. See Section 2.2.2.)

2.2.3.3 The nature of the encapsulant may effect the requirements for respiratory protection. Vapors that may be given off during encapsulant application must be taken into account when selecting respirators, if types other than air supplied are used.

2.3 **Substitutions**

2.3.1 **Approval Required:**

2.3.1.1 The Contract is based on the materials, equipment and methods described in the Contract Documents.

2.3.1.2 RISD may 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 RISD to evaluate the proposed substitution.

2.3.1.3 Do not substitute materials, equipment or methods unless such substitution has been specifically approved for this work by RISD at pre-start meeting.

2.3.2 **"Or Equal":**

2.3.2.1 If the phrase "or equal" or "or equal as approved by the Owner (or RISD)" occurs in the Contract Document, do not assume that materials, equipment or methods will be approved by RISD unless the item has been specifically approved for the work by RISD.

2.3.2.2 The decision of RISD shall be final.

2.3.3 Separate substitute proposals: Offerors may, if they wish, submit one additional, separate proposal using materials and methods other than those described in the Contract Documents, provided that all substitutions are clearly identified and described, and that the proposal in all other respects is in accordance with the provisions of the Contract Documents.

2.3.4 **Availability of special items:**

2.3.4.1 Verify during the estimation phase that all specified items will be available in time for installation during orderly and timely progress of the work.

2.3.4.2 In the event that specified items will not be so available, notify RISD prior to acceptance of the jobs.

2.3.4.3 Costs of delays because of non-availability of specified items, when the Contractor could have avoided such delays, will be back charged as necessary and shall not be borne by RISD.

Part 3 - Execution

3.1 Preparation

3.1.1 Work Areas

- 3.1.1.1 Post Danger signs meeting the specifications of OSHA 29 CFR 1910.1926 at any location and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted at a distance sufficiently far enough away from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of work place enclosure barriers.
- 3.1.1.2 Shut down and lock out electric power to all work areas. The contractor will provide adequate temporary power and lighting. Ensure safe installation (including ground faulting) of temporary power sources and equipment by compliance with all applicable electrical code requirements and OSHA requirements for temporary electrical systems.
- 3.1.1.3 Shut down and lock out all heating, cooling and air conditioning system (HVAC) components that are in, supply or pass through the work area. (Note: Interiors of existing ductwork may require decontamination. This may be done during the precleaning phase of operations before the ductwork is sealed off or during the final cleaning phase prior to re-engagement of the system. Appropriate equipment and control measures shall be utilized to prevent contamination of building spaces during this operation. Adequate cleaning of ductwork may sometimes be accomplished by drawing high volumes of air through the system using the HEPA filtered negative pressure ventilation units.) Investigate the work area and agree on pre-abatement condition with RISD. Seal all intake and exhaust vents in the work area with tape and a double layer of 6 mil. polyethylene. Also seal any seams in system components that pass through the work area. Remove all HVAC system filters and place in labeled 6 mil. polyethylene bags for staging and eventual disposal as asbestos contaminated waste.
- 3.1.1.4 The Contractor shall provide sanitary facilities for abatement personnel outside of the enclosed work area maintain them in a clean and sanitary condition throughout the project as per OSHA 29 CFR 1910.120, Toilet Facilities.
- 3.1.1.5 RISD will provide water access for construction purposes. Contractor shall connect to existing district system. Contractor must provide a backflow prevention. In the event that water to the site is unavailable, the Contractor is responsible for providing water.
- 3.1.1.6 **Pre-clean** all movable objects within the work area using a HEPA filtered vacuum and/or wet cleaning methods as appropriate. After cleaning, these objects shall be removed from the work area and carefully stored in an uncontaminated location. Carpeting, drapes, clothing, upholstered furniture and other fabric items may be disposed of as asbestos contaminated waste or cleaned as asbestos contaminated items utilizing HEPA vacuum techniques and off premises steam cleaning. Since adequate cleaning of severely contaminated fabric is difficult, RISD must carefully consider whether this option is appropriate prior to abatement.

- 3.1.1.7 **Pre-clean all fixed objects in the work area using HEPA filtered vacuums and/or wet cleaning techniques as appropriate.** Careful attention must be paid to machinery behind grilles or grating where access may be difficult but contamination significant. Also pay particular attention to wall, floor and ceiling penetrations behind fixed items. After pre-cleaning, enclose fixed projects in double layer 6 mil. polyethylene sheeting and seal securely in place with tape. Objects (e.g. permanent fixtures, shelves, electronic equipment, laboratory tables, sprinklers, alarm systems, closed circuit TV equipment and computer cables) which must remain in the work area and that require special ventilation or enclosure requirements should be identified during pre-start meeting with specified means of protection. (Contact the manufacturer for special protection requirements.) Control panels, gauges, etc. in the work area may require RISD access during abatement. These shall be designated and enclosures constructed with access flaps sealed with waterproof tape.
- 3.1.1.8 **Pre-clean all surfaces in the work area using HEPA filtered vacuums and/or wet cleaning methods as appropriate.** Do not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not disturb asbestos containing materials during the pre-cleaning phase. Seal off all windows, doorways, elevator openings, corridor entrances, drains, ducts, grilles, grates, diffusers, skylights and any other openings between the work area and uncontaminated areas outside of the work area (including the outside of the building, tunnels and crawl spaces) with a double layer of 6 mil. polyethylene sheeting and tape. (See Section 3.1.4 - Isolating work area from occupied areas.)
- 3.1.1.9 Cover floors in the work area with polyethylene sheeting.
- 3.1.1.9.1 Floors shall be covered with (3) three layers of 6 mil sheeting (minimum 2 layers 6 mil and a 6 mil dropcloth). Floors requiring special protection will be specified. Carpeting, hardwood flooring and tile floors may be damaged by leaks of water, ladder feet, scaffold wheels, etc. The Owner may require additional layers of protection such as plywood, canvas drop cloths or extra plastic sheeting. When specified, red powder will be used between layers to detect leaks in floor. Additional layers of sheeting may be utilized as drop cloths to aid in clean up of bulk materials.
- 3.1.1.9.2 Plastic shall be sized to minimize seams. If the floor area necessitates seams, those on successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the flooring material. A distance of at least 6 feet between seams is sufficient. Do not locate any seams at wall floor joints.
- 3.1.1.9.3 Floor sheeting shall extend at least 12" up sidewalls at the work area.
- 3.1.1.9.4 Sheeting shall be installed in a fashion so as to prevent slippage between successive layers of materials. (Vinyl sheeting may be used for improved traction on floors.)
- 3.1.1.10 Cover walls in the work area with polyethylene sheeting. Walls that are non-porous and will not be damaged by water, and surfactant may not need to be covered. They can be decontaminated using HEPA vacuums and wet cleaning techniques. Walls with mortar joints (e.g. tile) are considered

porous. In addition, openings through these walls to uncontaminated areas of the building must be sealed as described in Section 3.1.1.9.

3.1.1.10.1 Walls shall be covered with two layers of 4 mil. polyethylene sheeting.

3.1.1.10.2 Plastic shall be sized to minimize seams. Seams shall be staggered and separated by a distance of at least 6 feet.

3.1.1.10.3 Wall sheeting shall overlap floor sheeting by at least 12 inches beyond the wall/floor joint to provide a better seal against water damage and for negative pressure.

3.1.1.10.4 Wall sheeting shall be secured adequately to prevent it from falling away from the walls for the duration of the project. This will require additional support/attachment when negative pressure ventilation systems are utilized.

3.1.2 **Worker Decontamination Enclosure Systems**

3.1.2.1.1 Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the work area. One system at a single location for each contained work over is preferred. These systems may consist of existing rooms outside of the work area, if the layout is appropriate, that can be enclosed in polyethylene sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support as appropriate.

3.1.2.1.2 Plans for construction, including materials and layout, shall be submitted as shop drawings and approved, in writing by RISD prior to work initiation. Worker decontamination enclosure systems constructed at the work site shall utilize 6 mil. opaque black or white polyethylene sheeting or other acceptable materials for privacy. Detailed descriptions of portable, prefabricated units, if used, must be submitted for RISD approval. Plans must include floor plan (in accordance with 3.1.2.3) with dimensions, materials, size, thickness, plumbing and electrical utilities.

3.1.2.3 The worker decontamination enclosure system shall consist of at least a clean room, a shower room, and an equipment room, each separated from each other and from the work area by curtained doorways.

3.1.2.4 Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through curtained doorways consisting of two sheets of overlapping polyethylene sheeting. One sheet shall be secured at the top and left side, the other sheet at the top and right side. Both sheets shall have weights attached to the bottom to insure that they hang straight and maintain a seal over the doorway when not in use. Doorway designs, providing equivalent protection and acceptable to RISD may be utilized.

3.1.2.5 Access between the decontamination enclosure system shall be through a curtained door with a minimum of 3 feet separating each curtained doorway. Pathways into (from clean to contaminated) and out from (contaminated to clean) the work area shall be clearly designated.

3.1.2.6 Clean room shall be sized to adequately accommodate the work crew. Clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply at the clean room. A

location for postings shall also be provided in this area. Whenever possible, a lockable door shall be used to permit access into the clean room from outside the work area. Lighting, heat and electricity shall be provided as necessary for comfort. This space shall not be used for storage of tools, equipment or materials, (except as designated) or as office space.

3.1.2.7 Shower room shall contain one or more showers as necessary to adequately accommodate workers. Each showerhead shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. The Contractor shall supply an adequate supply of soap, shampoo and towels, which shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 1.0 micron particle size collection capability. (Note: A system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles.)

3.1.2.8.1 The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A walk off pan (a small children's swimming pool or equivalent), filled with water shall be located in the work area just outside the equipment room for workers to clean off foot coverings after leaving the work area and prevent excessive contamination of the worker decontamination enclosure system. A labeled 6-mil polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear (e.g. rubber boots, other reusable footwear) shall be stored in this area for reuse the following work day.

3.1.3 Waste Container pass-out chamber (usually required only for large jobs) and emergency exits.

3.1.3.1 The waste container pass-out airlock shall be constructed at some location away from the worker decontamination enclosure system. Wherever possible, this shall be located where there is direct access from the work area to the outside of the building.

3.1.3.2 This airlock system shall consist of a chamber, a container staging area, and another airlock with access to outside the work area.

3.1.3.3 The waste container pass-out chamber shall be constructed in similar fashion to the worker decontamination enclosure system using similar materials and curtain doorway designs.

3.1.3.4 The waste chamber shall not be used to enter or exit the work site.

3.1.3.5 Emergency exits routes shall be established and clearly marked with red duct tape arrows or other effective designations to permit easy location from anywhere within the work area. They shall be secured to prevent access from uncontaminated areas and still permit emergency exiting. These exits shall be properly sealed with polyethylene sheeting, which can be cut to permit egress if needed. These, exits may be the worker decontamination enclosure, the waste pass-out chamber and/or other alternative exits satisfactory to fire officials.

- 3.1.4 Isolation of the work area from occupied areas of the building (RISD must clearly identify all areas that will be occupied.)
 - 3.1.4.1 The contaminated work area shall be separated from uncontaminated occupied areas of the building by the construction of airtight barriers.
 - 3.1.4.2 Walls shall be constructed of wood or metal framing to support barriers in all openings larger than 4'x8'.
 - 3.1.4.3 A sheathing material (plywood, drywall) of at least 3/8" thickness shall be applied to work side of barrier.
 - 3.1.4.4 Cover both sides of partition with a double layer of 6-mil polyethylene sheeting with staggered joints and seal in place.
 - 3.1.4.5 Caulk edges of partition at floor, ceiling, walls and fixtures to form an airtight seal.
- 3.1.5 Maintenance of work place barriers and work decontamination enclosure systems.
 - 3.1.5.1 Following completion of the construction of all polyethylene barriers and decontamination system enclosures and with negative air system running, allow overnight settling to insure that barriers will remain intact and secured to walls and fixtures before beginning actual abatement activities.
 - 3.1.5.2.1 All polyethylene barriers inside the workplace, in the worker decontamination enclosure system, in the waste container pass-out airlock and at partitions constructed to isolate the work area from occupied areas shall be inspected at least twice daily, prior to the start of each day's abatement activities and following the completion of the day's abatement activities. Document inspections and observations in the daily project log.
 - 3.1.5.3 Damage and defects in the enclosure system are to be repaired immediately upon discovery.
 - 3.1.5.4 Use smoke tubes to test the effectiveness of the barrier system as required by 29 CFR 1926.
 - 3.1.5.5 At any time during the abatement activities after barriers have been erected, if visible material is observed outside of the work area or if damage occurs to barriers, work shall immediately stop, repairs be made to barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.
 - 3.1.5.6 If air samples collected outside of the work area during abatement activities indicate airborne fiber concentrations greater than 0.01 f/cc or pre-measured background levels (whichever is lower) work shall immediately stop for inspection and repair of barriers. Clean up of surfaces outside of the work area using HEPA vacuums or wet-cleaning techniques may be necessary.
 - 3.1.5.7.1 Install and initiate operation of negative pressure ventilation equipment as needed to provide one air change in the work area every 15 minutes. An additional backup HEPA ventilation unit shall be available on site and available for use in the event of failure of equipment. Openings made in the enclosure system to accommodate these units shall be made air tight with tape and/or caulking as needed. If more than one unit is installed, they should be turned on one at a time, checking the integrity of wall barriers for secure attachment and need for additional reinforcement. Insure that adequate

power supply is available to satisfy the requirements of the ventilating units. Negative pressure ventilation units shall be exhausted to the outside of the building whenever feasible. They shall not be exhausted into occupied areas of the building. Twelve-inch extension ducting shall be used to reach from the work area to the outside when required. Careful installation, air monitoring and daily inspections shall be done to insure that the ducting does not release fibers into uncontaminated building areas.

- 3.1.6 Once constructed and reinforced as necessary, with negative pressure ventilation units in operation as required, test enclosure for leakage utilizing smoke tubes. Repair or reconstruct as needed.
- 3.1.7 Clearly identify and maintain emergency and fire exits from the work area.
- 3.1.8 Remove, clean and enclose in polyethylene sheeting the ceiling mounted objects such as lights and other items that may interfere with the abatement process and were not previously cleaned and sealed off. Utilize localized spraying of amended water and/or HEPA vacuums to reduce fiber dispersal during the removal of these fixtures.
- 3.1.9 **Removal of building Structural Components.**
 - 3.1.9.1 After isolation of work area as described in previous sections and initiation of negative pressure ventilation, remove ceiling tiles/panels within the work area carefully. If panels are to be reused, vacuum them with a HEPA filtered vacuum cleaner and carefully damp sponge and wrap cleaned tiles/panels in 4 mil polyethylene sheeting and seal with tape. Store as designated by RISD (preferably outside of the work area). If tiles/panels are to be discarded it is not necessary to clean them, but wrap in a similar fashion and stage for disposal in the waste container pass-out airlock.
 - 3.1.9.2 Where suspended ceiling T-grid components must be removed to perform the abatement, HEPA vacuum and wet sponge each piece after removal from hangers. Wrap clean grid pieces in 4-mil polyethylene sheeting and seal with tape. Store as designated by RISD or in waste staging area if designated for disposal.
 - 3.1.9.3 When removal of ceiling grid suspension system is not necessary for accessibility, to the asbestos containing materials, leave the system in place and clean properly following completion of abatement.
 - 3.1.9.4 Remove plaster/drywall ceilings including lathe, furring channel system, wire mesh, ties, clips, screws, nails and other accessory items as necessary and dispose of as asbestos contaminated waste material. As work progresses, spray ceiling materials and debris with amended water to keep wet until containerized for disposal.
- 3.1.10 **Commencement of work shall not occur until:**
 - 3.1.10.1 Enclosure systems have been constructed and tested.
 - 3.1.10.2 Negative pressure ventilation systems are functioning adequately.
 - 3.1.10.3 All pre-abatement submissions, notifications, postings and permits have been provided and are satisfactory to RISD. (See Section 1.6.)

- 3.1.10.4 All equipment for abatement, clean up and disposal are on hand.
- 3.1.10.5 All worker training and certification is completed.
- 3.1.10.6 Contractor receives written permission from RISD to commence abatement.

3.1.11 Alternative Procedures.

- 3.1.11.1 Procedures described in this specification are to be utilized at all times.
- 3.1.11.2 If specified procedures cannot be utilized, a request must be made in writing to RISD providing details of the problem encountered and recommended alternatives.
- 3.1.11.3 Alternative procedures shall provide equivalent or greater protection than procedures that they replace.
- 3.1.11.4 Any alternative procedure must be approved in writing by RISD prior to implementation.

3.2 Work Place Entry and Exit Procedures

3.2.1 Personnel entry and exit

- 3.2.1.1 All workers and authorized personnel shall enter the work area through the worker decontamination enclosure system.
- 3.2.1.2 All personnel who enter the work area must sign the entry log, located in the clean room upon entry and exit.
 - 3.2.1.2.1 All personnel, before entering the work area, shall read and be familiar with all posted regulations, personal protection requirements (including work place entry and exit procedures) and emergency procedures. A sign off shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.
- 3.2.1.3 All personnel shall proceed first to the clean room, remove all street clothes and appropriately place on respiratory protection (as deemed adequate for the job conditions) and disposable coveralls, head covering and foot covering. Hard hats, eye protection and gloves shall also be utilized if required. Clean respirators and protective clothing shall be provided and utilized by each person for each separate entry into the work area.
- 3.2.1.4 Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower room and equipment room to the main work area.
- 3.2.1.5 Before leaving the work area all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet wiping procedures. (Small HEPA vacuums with brush attachments may be utilized for this purpose, however, larger machines may tear the suits.) Each person shall clean bottoms of protective footwear in the walk off pan just prior to entering the equipment room.

- 3.2.1.6 Personnel shall proceed to equipment room where they remove all protective equipment except respirators. Deposit disposable and launderable clothing into appropriately labeled containers for disposal.
- 3.2.1.7 Reusable, contaminated footwear shall be stored in the equipment room when not in use in the work area. Upon completion of abatement it shall be disposed of as asbestos contaminated waste. Rubber boots may be decontaminated at the completion of the abatement for reuse.
- 3.2.1.8 Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators and the exposed face area under running water prior to removal of respirator and shower and shampoo to remove residual contamination. Various types of respirators will require slight modification of these procedures. A powered air purifying respirator face piece may have to be disconnected from the Filter/power pack assembly, which is not waterproof, upon entering the shower. A dual cartridge respirator may be worn into the shower. Cartridges must be replaced for each new entry into the work area.
- 3.2.1.9 After showering and drying off, proceed to the clean room and don clean disposable clothing if there will be later re-entry into the work area or street clothes if it is the end of the work shift.
- 3.2.1.10 These procedures shall be posted in the clean room and equipment room.

3.2.2 **Waste container pass-out procedures.**

- 3.2.2.1 Asbestos contaminated waste that has been containerized shall be transported out of the work area through the waste container pass-out airlock.
- 3.2.2.2 Waste pass-out procedures shall utilize two teams of workers, an "inside" team and an "outside" team.
- 3.2.2.3 The inside team wearing appropriate protective clothing and respirators for inside the work area shall clean the outside, including bottoms, of properly labeled containers (bags, drums, or wrapped components) using HEPA vacuums and wet wiping techniques and transport them into the waste container pass-out chamber. No worker from the inside team shall further exit the work area through this chamber.
- 3.2.2.4 The outside team, wearing protective clothing and appropriately assigned respirators, shall enter the chamber from outside the work area, enclose the drums in clean, labeled, 6 mil polyethylene bags and remove them from the waste-out to the outside. No worker from the outside team shall further enter the work area through this chamber.
- 3.2.2.5 The exit from this chamber shall be secured to prevent unauthorized entry.

3.3 **Personnel Protection Requirements**

3.3.1 **Training**

- 3.3.1.1 Prior to commencement of abatement activities all personnel who will be required to enter the work area or handle containerized asbestos containing materials must have received adequate training in accordance with AHERA and OSHA regulations.

- 3.3.1.2 Special on-site training on equipment and procedures unique to this job site shall be performed as required.
- 3.3.1.3 Training in emergency response and evacuation procedures shall be provided.

3.3.2 **Respiratory Protection**

- 3.3.2.1 All respiratory protection shall be provided to workers in accordance with the submitted written respiratory protection program, which includes all items in OSHA 29 CFR 1910.134 (b) (1-11). This program shall be posted in the clean room of the worker decontamination enclosure system.
- 3.3.2.2 Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.
- 3.3.2.3 Respirators shall be selected that meet the following level of protection requirements:

It is imperative, however, that adequate air monitoring of fiber levels and a well-designed respiratory protection program (in accordance with 29 CFR 1910.134) be implemented. Key points of the respirator program include proper selection of respirator type and size, training of personnel in the proper inspection, donning, use, cleaning and maintenance procedures for the respirator selected including their use, limitations, and a good fitting and fit testing program to provide proper protection. Single use disposable respirators are not recommended for use during any asbestos abatement activities; however, they may be allowed if initial exposure assessment indicates the downgrade. Negative pressure, dual-cartridge, respirators shall be equipped with high efficiency filters and exhalation and inhalation valves to permit the performance of positive and negative pressure fit checks.

- 3.3.2.4 Contractor will collect personal air samples on their employees during abatement and shall submit copies of all personal air monitoring as required by OSHA. The Contractor shall submit evidence that the firm participates in the NIOSH Proficiency Analytical Testing Program (PAT) and have been found proficient or is accredited by the AIHA for asbestos.

3.3.2.5 **Fit Checks and Fit Testing**

- 3.3.2.5.1 Workers must perform positive and negative air pressure fit checks each time a respirator is put on, whenever the respirator design so permits. Powered air purifying respirators shall be tested for adequate flow as specified by the manufacturer.
- 3.3.2.5.2 Workers shall be given a qualitative fit test in accordance with procedures detailed in OSHA 1910 and 1926 for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.
- 3.3.2.5.3 Documentation of adequate respirator fit must be provided to RISD.

3.3.2.6 No one wearing a beard shall be permitted to don a respirator and enter the work area.

3.3.2.7 Additional respirators (minimum of 2 of each type) and training on their donning and use must be made available at the work site for authorized visitors who may be required to enter the work area.

3.3.3 **Protective clothing**

3.3.3.1 Disposable clothing including head, foot and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.

3.3.3.2 Hard hats, protective eyewear, gloves, rubber boots and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.

3.4 **Removal Procedures**

3.4.1 Clean and isolate the work area in accordance with Section 3.1.

3.4.2 Wet all asbestos containing material with an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material to the substrate, however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. If work area temperatures are below 32° degrees and amended water is subject to freezing, dry removal permits and procedures must be utilized (See 2.1.2.1). Maintain a high humidity in the work area by misting or spraying to assist in fiber settling and reduce airborne concentrations. Wetting procedures are not equally effective on all types of asbestos containing materials but, shall nonetheless be used in all cases.

3.4.3 Saturated asbestos containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.

3.4.4 Material removed from building structures or components shall not be dropped or thrown to the floor. Material should be removed as intact sections or components whenever possible and carefully lowered to the floor. If this cannot be done for materials greater than 50 feet above the floor, a dust tight chute shall be constructed to transport the material to containers on the floor or the material may be containerized at elevated levels (e.g. on scaffolds) and carefully lowered to the ground by mechanical means. For materials between 15 to 50 feet above the ground may be containerized at elevated levels or dropped onto inclined chutes or scaffolding for subsequent collection and containerization.

3.4.5 Containers (6 mil polyethylene bags or drums) shall be sealed when full. (Wet material can be exceedingly heavy. Double bagging of waste material is usually necessary. A determination of need for single or double bags must be made early in the abatement process and agreed to by RISD. Bags shall not be overfilled. They should be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in a gooseneck fashion. Do not seal bags with wire or cord. (Bags may be placed in drums for staging or transportation to the landfill. Bags shall be

decontaminated on exterior surfaces by wet cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tops.)

- 3.4.6 Large components removed intact shall be wrapped in 2 layers of 6-mil polyethylene sheeting secured with tape for transport to the landfill.
- 3.4.7 Asbestos containing waste with sharp edged components (e.g. nails, screws, metal lath, tin sheeting) will tear the polyethylene bags and sheeting and shall be placed into drums for disposal.
- 3.4.8 After completion of all stripping work, surfaces from which asbestos containing materials have been removed shall be wet brushed and sponged or cleaned by some equivalent method to remove all visible residue.
- 3.4.9 Clean up shall proceed in accordance with Section 3.6.
- 3.4.10 After the work area has been rendered free of visible residues, a thin coat of satisfactory encapsulating agent shall be applied to all surfaces in the work area including structural members, building components and plastic sheeting on walls, floors and covering non-removable items, to seal in non-visible residue. (Note: 1) High temperature components such as boilers and pipes may not permit the application of some encapsulants. (Note: 2) If insulation or acoustical materials are to be re-applied to the abated area, be certain that the encapsulant selected will permit good adhesion to the substrate. A small area should be tested before application.

3.5 **Encapsulation Procedures**

- 3.5.1 Prior to the application of either a bridging or penetrating encapsulant, the load bearing characteristics of the friable material need to be tested in accordance with EPA. The results must be submitted to RISD Maintenance Department before proceeding with work.
- 3.5.2 Clean and isolate the work area in accordance with Section 3.1.
- 3.5.3 Repair damaged and missing areas of existing sprayed or troweled material with non-asbestos containing substitutes. Material must adhere adequately to existing surfaces and provide an adequate base for application of encapsulating agents. Filler material shall be applied in accordance with manufacturer's recommended specifications.
- 3.5.4 Remove loose or hanging asbestos containing materials in accordance with the requirements of Section 3.4.
- 3.5.5 **Bridging type encapsulants**
 - 3.5.5.1 Apply bridging type encapsulants to provide 0.004 inches of minimum dry film thickness over sprayed asbestos surfaces.
- 3.5.6 **Penetrating type encapsulant**
 - 3.5.6.1 Penetrating encapsulants used must be first field tested to insure proper penetration into the asbestos-containing material. Results must be submitted to the Maintenance Department before work proceeds.

- 3.5.6.2 Apply penetrating type encapsulant to penetrate existing sprayed asbestos materials by 100% with field test of 80-100%.
- 3.5.6.3 Apply penetrating encapsulant to penetrate existing sprayed asbestos materials uniformly to substrate.
- 3.5.6.4 During treatment with a penetrating type encapsulant, the contractor shall release selected random core samples of the asbestos containing materials in the presence of RISD to check the depth of penetration.
- 3.5.7 Apply encapsulants using airless spray equipment
- 3.5.8 Clean up shall be in accordance with Section 3.6.

3.6 Clean up Procedure

- 3.6.1 Remove and containerize all visible accumulations of asbestos containing material and asbestos containing debris utilizing rubber dustpans and rubber squeegees to move material around. Do not use metal shovels to pick up or move accumulated waste. Special care shall be taken to minimize damage to floor sheeting.
- 3.6.2 Wet clean all surfaces in the work area using rags, mops and sponges, as appropriate.
- 3.6.3 Remove the cleaned outer layer of polyethylene sheeting from walls and floors. Windows, doors, HVAC system vents and all other openings shall remain sealed. The negative pressure ventilation units shall remain in continuous operation. Decontamination enclosure systems shall remain in place and be utilized.
- 3.6.4 After cleaning the work area and applying an encapsulating agent, wait at least 24 hours to allow fibers to settle. HEPA vacuum and wet clean all objects and surfaces in the work area again.
- 3.6.5 Remove all containerized waste from the work area and waste container pass out airlock.
- 3.6.6 Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.
- 3.6.7 The RISD Inspector will inspect the work area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and the 24-hour settling period/cleaning cycle repeated.
- 3.6.8 The work area shall be cleaned until it is in compliance with State and Local requirements and/or any more stringent criteria agreed upon by the Contractor and RISD prior to initiation of abatement activities. (Criteria should be in the form of visual inspections and airborne fiber concentrations.) **Additional cleaning cycles shall be provided, as necessary, at no cost to RISD until said criteria have been met.**
- 3.6.9 Following the satisfactory results of clearance air monitoring, remaining barriers may be removed and properly disposed of. A final visual inspection by RISD shall insure that no contamination remains in the work area. Unsatisfactory conditions may require additional cleaning and air monitoring. (See Re-establishment of the Work Area.)

3.7 **Clearance Air Monitoring**

- 3.7.1 Following the completion of clean up operations, the contractor shall notify RISD that work areas are ready for clearance air monitoring.
- 3.7.2 RISD shall then arrange for an Air Monitoring Professional to sample the air in the work area for airborne fiber concentrations.
- 3.7.3 The use of TEM (Transmission Electron Microscopy) will be used for clearance air monitoring. Volume requirements for electron microscope methods will be discussed with the analytical laboratory.
- 3.7.4 The number of samples that are required and the specific locations where they shall be taken will be established by RISD before abatement activity begins.
- 3.7.5 Aggressive sampling shall be performed with a specified number of portable fans circulating air in the work area to simulate actual use conditions. Negative pressure ventilation units shall not be utilized for this purpose.
- 3.7.6 Air sampling shall be analyzed by Phase Contrast Microscopy during abatement and clearance if the square footage is less than or equal to 160 and linear footage is less than or equal to 260. Otherwise, Transmission Electron Microscopy will be used for clearance.
- 3.7.7 An average of five inside samples shall indicate concentrations of asbestos fibers less than 70 s/mm²(TEM) for release of the work area.
- 3.7.8 Areas exceeding this level shall be re-cleaned using procedures in Section 3.6 and retested until satisfactory levels are obtained.

3.8 **Disposal Procedures**

- 3.8.1 As the work progresses, to prevent exceeding available storage capacity on site, sealed and labeled containers of asbestos containing waste shall be removed and transported to the prearranged disposal location.
- 3.8.2 Disposal must occur at an authorized site in accordance with regulatory requirements of NESHAP and applicable State and Local guidelines and regulations.
- 3.8.3 All dump receipts, trip tickets, transportation manifests or other documentation of disposal shall be delivered to RISD for its records. A recommended record keeping format utilizes a chain of custody form which includes the names and addresses of the Generator (RISD), Contractor, pick up site, and disposal site, the estimated quantity of the asbestos waste and the type of containers used. The form should be signed by the Generator, the Contractor, and the disposal site operator, as the responsibility for the material changes hands. If a separate hauler is employed, his name, address, telephone number and signature should also appear on the form.
- 3.8.4 **Transportation to the landfill**
 - 3.8.4.1 Once drums, bags and wrapped components have been removed from the work area, they shall be loaded into an enclosed truck for transportation.

- 3.8.4.2 When moving containers, utilize hand trucks, carts and proper lifting techniques to avoid back injuries. Trucks with lift gates are helpful for raising drums during truck loading.
- 3.8.4.3 The enclosed cargo area of the truck shall be free of debris and lined with 6 mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the sidewalls. Wall sheeting shall be overlapped and taped into place.
- 3.8.4.4 Drums shall be placed on level surfaces in the cargo area and packed tightly together to prevent shifting and tipping. Large structure components shall be secured to prevent shifting and bags placed on top. Do not throw containers into truck cargo area.
- 3.8.4.5 Personnel loading asbestos containing waste shall be protected by disposable clothing including head, body and foot protection and at a minimum, half face piece, air purifying, dual cartridge respirators equipped with high efficiency filters.
- 3.8.4.6 Any debris or residue observed on containers or surfaces outside of the work area resulting from clean up or disposal activities shall be immediately cleaned up using HEPA filtered vacuum equipment and/or wet methods as appropriate.
- 3.8.4.7 Large metal dumpsters are sometimes used for asbestos waste disposal. These should have doors or tops that can be closed and locked to prevent vandalism or other disturbance of the bagged asbestos debris and wind dispersion of asbestos fibers. Unbagged material shall not be placed in these containers, nor shall be used for non-asbestos waste. Bags shall be placed, not thrown.

3.8.5 Disposal at the landfill

- 3.8.5.1 Upon reaching the landfill, trucks are to approach the dump location as closely as possible for unloading of the asbestos containing waste.
- 3.8.5.2 Bags, drums and components shall be inspected as they are off loaded at the disposal site. Material in damaged containers shall be repacked in empty drums or bags as necessary.
- 3.8.5.3 Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of trucks (weight of wet material could rupture containers).
- 3.8.5.4 Personnel off loading containers at the disposal site shall wear protective equipment consisting of disposable head, body and foot protection and, at a minimum, half face piece, air purifying, dual cartridge respirators equipped with high efficiency filters.
- 3.8.5.5 Following the removal of all containerized waste, the truck cargo area shall be decontaminated using HEPA vacuums and/or wet methods to meet the no visible residue criteria. Polyethylene sheeting shall be removed and discarded along with contaminated cleaning materials and protective clothing, in bags or drums at the disposal site.
- 3.8.5.6 If landfill personnel have not been provided with personal protective equipment for the compaction operation by the landfill operator, Contractor

shall supply protective clothing and respiratory protection for the duration of this operation.

3.9 **Re-establishment of the Work Area**

- 3.9.1 Re-establishment of the work area shall only occur following the completion of clean up procedures and after clearance air monitoring has been performed and documented to the satisfaction of RISD as the Building Owner.
- 3.9.2 Polyethylene barriers shall be removed from walls and floors at this time, maintaining decontamination enclosure systems and barriers over doors, windows, etc., as required.
- 3.9.3 The Contractor and RISD shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning requirements in accordance with Section 3.7.
- 3.9.4 Additional air monitoring shall be performed in accordance with Section 3.8 if additional clean up is necessary.
- 3.9.5 Following satisfactory clearance of the work area, remaining polyethylene barriers may be removed and disposed of as asbestos contaminated waste.
- 3.9.6 At the discretion of the Contractor, mandatory requirements for personal protective equipment may be waived following the removal of all barriers.
- 3.9.7 Re-secure mounted objects removed from their former positions during area preparation activities.
- 3.9.8 Relocate objects that were removed to temporary locations back to their original positions.
- 3.9.9 Re-establish HVAC mechanical and electrical systems in proper working order. Remove contaminated HVAC system filters and dispose of as asbestos contaminated waste. Decontaminated filter assembly using HEPA vacuums and wet cleaning techniques. Install new filters in HVAC systems. Dispose of old filters.
- 3.9.10 Repair all areas of damage that occurred as a result of abatement activities.

Part 4 - Support Activities and Personnel

4.1 **Training**

- 4.1.1 Training shall be provided by the Contractor to all employees or agents who may be required to disturb asbestos containing or asbestos contaminated materials for abatement and auxiliary purposes and to all supervisory personnel who may be involved in planning, execution or inspection of abatement projects.
- 4.1.2 Training shall provide, at a minimum, information on the following topics:
 - 4.1.2.1 The health hazards of asbestos including the nature of various asbestos related diseases, routes of exposure, known dose response relationships, the synergistic relationship between asbestos exposure and cigarette smoking, latency periods for disease and health basis for standards.

- 4.1.2.2 The physical characteristics of asbestos including fiber size, aerodynamic properties, physical appearance and uses.
- 4.1.2.3 Employee personal protective equipment including the types of characteristics of respirator classes, limitations of respirators, proper selection, inspection, donning, use, maintenance and storage of respirators, field testing the face piece to face seal (positive and negative pressure fit tests), qualitative and quantitative fit testing procedures, variations between laboratory and field fit testing procedures, variations between laboratory and field fit factors, factors that affect respirator fit (e.g. facial hair), selection and use of disposable clothing, use and handling of launderable clothing, non skid shoes, gloves, eye protection and hard hats.
- 4.1.2.4 Medical monitoring requirements for workers including required and recommended tests, reasons for medical monitoring and employee access to records.
- 4.1.2.5 Air monitoring procedures and requirements for workers including description of equipment and procedures, reasons for monitoring, types of samples and current standards with recommended changes.
- 4.1.2.6 Work practices for asbestos abatement including purpose, proper construction and maintenance of air tight plastic barriers, job set up of airlocks, worker decontamination systems and waste transfer airlocks, posting of warning signs, engineering controls electrical and ventilation system lockout, proper working techniques, waste clean up, storage and disposal procedures.
- 4.1.2.7 Personal hygiene including entry and exit procedures for the work area, use of showers and prohibition of eating, drinking, smoking and chewing in the work area.
- 4.1.2.8 Special safety hazards that may be encountered including electrical hazards, air contaminants (CO, wetting agents, encapsulants, materials from Owner's operation), fire and explosion hazards, scaffold and ladder hazards, slippery surfaces, confined spaces, heat stress and noise.
- 4.1.2.9 Workshops affording both supervisory personnel and abatement workers the opportunity to see (and experience) the construction of containment barriers and decontamination facilities.
- 4.1.2.10 Supervisory personnel shall, in addition, receive training or contract specifications, liability insurance and bonding, legal considerations related to abatement, establishing respiratory protection medical surveillance programs, EPA, OSHA, and State record keeping requirements, and other topics as requested by RISD.
- 4.1.3 Training must be provided by individuals qualified by virtue of experience and education to discuss the topic areas in 4.2.
- 4.1.4 Training is to have occurred within 12 months prior to the initiation of abatement activities.
- 4.1.5 Contractor must document training by providing date of training, training entity, course outline, and names and qualifications of trainers.

4.2 **Medical Monitoring**

- 4.2.1 Medical monitoring must be provided by the Contractor to any employee or agent that may be exposed to asbestos in excess of background levels during any phase of the abatement project. Due to the synergistic effects between smoking and asbestos exposure, it is highly recommended that only non smokers be employed in positions which may require them to enter asbestos contaminated atmospheres.
- 4.2.2 Medical monitoring shall include at a minimum:
 - 4.2.2.1 A work/medical history to elicit symptomatology of respiratory disease.
 - 4.2.2.2 A chest x-ray (posterior - anterior, 14 x 13 inches) evaluated by a Certified B reader.
 - 4.2.2.3 A pulmonary function test, including forced vital capacity, EMC and forced expiratory volume at one second (FEM/p) administered and interpreted by a Certified Pulmonary Specialist.
- 4.2.3 Employees shall be given an opportunity to be evaluated by a physician to determine their capability to work safely while breathing through the added resistance of a respirator. (Examining physicians shall be aware of the nature of respiratory protective devices and their contributions to breathing resistance. They shall also be informed of the specific types of respirators the employee shall be required to wear and the work he will be required to perform, as well as special work place conditions, such as high temperatures, high humidity, and chemical contaminants to which he or she may be exposed.)

4.3 **Asbestos Project Manager**

- 4.3.1 The Asbestos Project Manager shall be an RISD representative typically an Inspector from the Maintenance Department as the Building Owner or a designated representative paid by RISD. (Also known as the Clerk-of-the-Works or Competent Person).
- 4.3.2 The Asbestos Project Manager shall be able to demonstrate through special education, training, skills, knowledge or experience satisfactory to RISD with the ability to carry out the following activities as required:
 - 4.3.2.1 Assist in decision making regarding selection of procedures.
 - 4.3.2.2 Assist in writing contract specifications for the abatement.
 - 4.3.2.3 Assist in evaluation of proposals and selection of a contractor.
 - 4.3.2.4 Enforce contract specifications.
 - 4.3.2.5 Tour work area with the Contractor and agree on pre-abatement conditions of the work area.
 - 4.3.2.6 Inspect and sign off on barriers and decontamination enclosure systems.
 - 4.3.2.7 Observe activities at all times during the course of abatement.
 - 4.3.2.8 Meet with the Contractor daily to review work progress and solve problems or adjust procedures as appropriate.

- 4.3.2.9 Perform bulk material or air sampling and all work place inspection clearance inspections for the Building Owner.
 - 4.3.2.10 Report on abatement to RISD.
 - 4.3.2.11 Request, review and maintain Contractor submittals.
 - 4.3.2.12 Provide training and/or respirator fit testing to personnel.
- 4.3.3 The Asbestos Project Manager 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 specification. These will be reported to RISD with description of activity, reason for stopping it and alternatives for correcting the problem. (Note: The Asbestos Project Manager will be selected as early as possible.)

Part 5 – Proposal Contents

5.1 PROPOSAL CONTENTS

Proposals must be submitted as outlined below. Envelopes, packages or boxes containing the original and copies must be clearly labeled and submitted in a sealed envelope, package, or box. The original, hard copies, and digital copy information must be identical. In the event of a conflict between versions of the submitted proposal, the original hard copy shall govern. The digital copy must be submitted with the technical and cost/price proposals and cannot be sent through e-mail.

All proposals shall be typewritten on standard 8 ½" X 11" paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

- a. Letter of Transmittal (Appendix B), Campaign Contribution Disclosure Form (Appendix C), Conflict of Interest and Debarment/Suspension Certification Form (Appendix D), W-9, Certificate of Non-Collusion (Appendix E), W-9 (Appendix F), Certificate of Liability Insurance, Subcontractor listing if applicable (Binder 1).
- b. Company and Staff experience – number of years in the respective field, resumes of management personnel, training and certification of employees (Binder 1).
- c. Past record of performance – what is your experience working with on contracts with educational institutions, government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules (Binder 1).
- d. Knowledge of AHERA. Provide a summary describing your knowledge of AHERA. Is your approach to an asbestos abatement project for a school building the same as non-school buildings? Explain. (Binder 1)
- e. Proximity to or familiarity with the area in which the projects are located (Binder 1).
- f. Cost Submittal Sheet (Binder 2).

5.2 REQUIREMENTS FOR PROPOSAL

- a. Technical Proposal: submit one (1) original hard copy along with three (3) hard copies and one (1) digital copy on a USB thumb drive.
- b. Cost/Price Proposal: submit one (1) original hard copy along with one (1) digital copy on a USB thumb drive.

- C. Firm with successful proposal shall be prepared to enter negotiations for project fees when required for any project prior to any work being started. Negotiations will follow procedure established by State Procurement Code 13-1-115 thru 122.

5.3 LICENSE REQUIREMENTS

The successful contractor will be required to have all licenses, as required by law, that are necessary to complete the services outlined in this proposal.

Part 6 – Selection Process

6.1 Proposal Evaluation

Proposal Evaluation

Interested firms responding to this RFP with a Proposal must provide all information that is required. RISD will evaluate submittals and choose the firm with the proposal most advantageous to RISD. Upon completion of the proposal evaluation, RISD and the chosen firm will design a Letter of Agreement which when approved by RISD will allow them to proceed with the analysis and planning for the facilities.

EVALUATION FACTORS

Only responses that include the information as specified in Proposal Contents will be evaluated for award purposes. Incomplete responsive qualification statements received will be determined as “non-responsive” and will not be acceptable for award consideration. All responsive qualification statements received shall be evaluated based on the following weighted factors:

FACTOR	WEIGHT
1. Qualifications of personnel	10 pts
2. Past projects and performance	10 pts
3. AHERA	20 pts
4. Proximity and familiarity	20 pts
5. Price	<u>40 pts</u>
TOTAL	100 PTS

Part 7 - Award

A review committee will conduct evaluations considering the evaluation factors listed above. The committee will rank the responses according to their relative merits. Respondents submitting responsive proposals may be offered an opportunity for negotiation prior to award for the purpose of obtaining the best and final offer:

- 1. Any substantial revision will be accepted in writing from the respondent.
- 2. The negotiation process may extend up to the time of award and may require public presentation by the respondent.
- 3. Respondents may request within their response non-disclosure of confidential data.
 - Such data will accompany the proposal and will be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

This RFP does not guarantee a specific quantity of business. Purchases are to be made only as authorized by a Purchase Order issued by the school district. RISD reserves the right to make a multi-award to two or more vendors.

“Notice” The Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

“Equal Opportunity Compliance” The successful offeror will abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations, and executive orders of the Governor, the contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this agreement. If the successful offeror is found to be not in compliance with these requirements during the life of this agreement, the successful offeror agrees to take appropriate steps to correct these deficiencies.

REQUIREMENTS

The company shall be fully qualified and licensed to provide services requested.

Part 8 – Required Compliance Forms:

- **Acknowledgement of Receipt (Appendix A) – Optional**
- **Letter of Transmittal (Appendix B) – Required**
- **Campaign Contribution Disclosure (Appendix C) – Required**
- **Conflict of Interest, Debarment/Suspension (Appendix D) – Required**
- **Certificate of Non-Collusion (Appendix E) – Required**
- **W-9 (Appendix F) – Required**
- **Certificate of Liability Insurance - Required**

APPENDIX A

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

ASBESTOS AND ENVIRONMENT ABATEMENT SERVICES

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix J.

The acknowledgement of receipt should be signed and returned to the Procurement Officer no later than 5:00 P. M. on April 17, 2024. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and The District's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

CHRIS THWEATT
PURCHASING DEPARTMENT
300 N. KENTUCKY
575.627.2528

CTHWEATT@RISD.K12.NM.US

**APPENDIX B
LETTER OF TRANSMITTAL FORM**

ACKNOWLEDGEMENT: By responding to this RFP, the undersigned proposer (1) acknowledges that he or she agrees to the terms and conditions set forth in this RFP; (2) certifies that the Proposer has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the District; and (3) agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed as the price indicated.

Name of Firm: _____

Address 1: _____

Address 2: _____

Telephone No:

Email:

Signature of Authorized Representative:

Type or legibly print name of above:

Contractor's License# (if applicable):

Contact information for Sales Department (please print legibly):

Name of Contact: _____

Telephone No.:

Email Address: _____

Contact information for POs/Invoicing/Etc. (please print legibly):

Name of Contact: _____

Telephone No.:

Email Address: _____

Contact information for Product or Deliver Problems. (please print legibly):

Name of Contact: _____

Telephone No.:

Email Address: _____

- On behalf of the submitting organization named above, I accept the Terms and Conditions Governing the Procurement.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.

Authorized Signature

Date

APPENDIX C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE:

The following definitions apply:

“Applicable Public Official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contributions” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contributions” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family Member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the Procurement Process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

(Note: If you have made more than one contribution, please attach a list of the public officials you have contributed to following the format and attach the list to this document. Please write “see attached” in the blank below.)

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official on the District Board of Education:
Shawn Hamilton – Kyle Snider – Paul Cordova – Terry Martin – Cindy Osborn

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s):

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature Date

Title (position _____
--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (position) _____

APPENDIX D

Conflict of Interest and Debarment/Suspension Certification Form

CONFLICT OF INTEREST

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Roswell Independent Schools in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Roswell Independent Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Roswell Independent Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator:

List below the name(s) of any Roswell Independent Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Roswell Independent Schools’ Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT / SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____

Date:

Name of Person Signing (typed or printed):

Title:

Email:

Name of Company (typed or printed):

Address: _____ City/State/Zip:

Telephone: _____ Fax: _____ Email: _____

APPENDIX E

CERTIFICATE OF NON-COLLUSION

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or it's employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: _____

NAME: _____

FIRM: _____

TITLE: _____

DATE: _____

**Request for Taxpayer
 Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See specific instructions on page 5.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</p> <p><i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
Or					
Employer identification number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person _____</p>	<p>Date _____</p>
------------------	---------------------------------------	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

