REQUEST FOR PROPOSAL

ASBESTOS AND LEAD CONSULTANT AND ABATEMENT SERVICES

RFP 151901

DUE: 3:00 P.M., MST, 5/09/19

Deadline for Inquiries
5:00 P.M., MST, 4/25/19

Time and Date Set for Closing
3:00 P.M., MST, 5/09/19
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SECTION I – REQUEST FOR PROPOSAL

RFP 151901

Arizona State University is requesting sealed proposals from qualified firms or individuals for Asbestos and Lead Consultant and Abatement Services.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 on or before 3:00 P.M., 5/09/19 at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. No proposals will be accepted after this time. No other public disclosure will be made until after award of the contract.

Arizona State University’s Overnight Delivery (FedEx, Airborne, and UPS) address is:

Purchasing and Business Services
University Services Building
Arizona State University
1551 S. Rural Rd
Tempe, AZ 85281

Arizona State University’s U.S. Postal Service Mail address is:

Purchasing and Business Services
Arizona State University
P.O. Box 875212
Tempe, AZ 85287-5212

ARIZONA STATE UNIVERSITY

Joan M. Stockmaster, CPSM

Joan M. Stockmaster, CPSM
Sr. Buyer

JMS/as
SECTION II – PURPOSE OF THE RFP

1. INTENT

Arizona State University (ASU) is seeking proposals for asbestos and lead consultant and abatement services which may include both planned and emergency projects encompassing assessment, containment, decontamination, mitigation, removal, transportation, disposal and stabilization services for Asbestos Containing Material (ACM) and/or Lead Containing Material (LCM), and related projects for all campuses and other properties under the control of the University.

ASU reserves the right to award this RFP to multiple Consultants and/or Contractors. An award under this RFP is not a guarantee of work.

2. BACKGROUND INFORMATION

ASU is a new model for American higher education, an unprecedented combination of academic excellence, entrepreneurial energy and broad access. This New American University is a single, unified institution comprising four differentiated campuses positively impacting the economic, social, cultural and environmental health of the communities it serves. Its research is inspired by real world application blurring the boundaries that traditionally separate academic disciplines. ASU serves more than 100,000 students in metropolitan Phoenix, Arizona, the nation's fifth largest city. ASU champions intellectual and cultural diversity, and welcomes students from all fifty states and more than one hundred nations across the globe.


3. TERM OF CONTRACT

The initial contract term will be for one (1) year with the possibility of four (4) successive one (1) year renewals, for a total term not to exceed five (5) years. The contract will be available for use by other University departments during this term.
SECTION III – PRE-PROPOSAL CONFERENCE

X No pre-proposal conference will be held.
SECTION IV – INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S. Rural Road, Tempe, Arizona 85281, on or before the time and date set for closing. No proposal will be accepted after this time. The University Services Building is located on the east side of Rural Road between Apache Road and Broadway Road. **PROPOSALS MUST BE IN A MARKED SEALED CONTAINER** (i.e., envelope, box):

   Name of Proposer  
   Title of Proposal  
   RFP Number  
   Date and Time Proposal is Due

   No telephone, electronic or facsimile proposals will be considered. **Proposals received after the time and date for closing will be returned to the proposer unopened.**

2. **DIRECTIONS TO USB VISITOR PARKING.** Purchasing and Business Services is in the University Services Building (“USB”) 1551 S. Rural Road, Tempe, AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). A parking meter is located near the main entry to USB.

   All visitors to USB are required to check in at the USB Reception Desk to obtain a visitor’s badge to wear while in the building. The receptionist will call to have you escorted to your meeting.

3. Proposer should use recycled paper and double-sided copying for the production of all printed and photocopied proposal documents. Furthermore, the documents should be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste paper).

4. You may withdraw your proposal at any time prior to the time and date set for closing.

5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitations are performed under the direct supervision of the Chief Procurement Officer and in complete accordance with University policies and procedures.

6. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do the scheduling of these oral presentations.
8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this solicitation. Price, although a consideration, will not be the sole determining factor.

9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Chief Procurement Officer concurs, this information will not be considered public information. The Chief Procurement Officer is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

10. The University is committed to the development of Small Business and Small Disadvantaged Business (“SB & SDB”) suppliers. If subcontracting (Tier 2 and higher) is necessary, proposer (Tier 1) will make every effort to use SB & SDB in the performance of any contract resulting from this proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. **A description of the proposers expected efforts to solicit SB & SDB participation should be enclosed with your proposal.**

11. Your proposal should be submitted in the format shown in Section X. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.

12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of **one hundred twenty (120) days** after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.

13. **EXCEPTIONS:** The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XII. These terms and conditions will be incorporated into the contract between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.** All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP.

14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.

15. **Days:** Calendar days

**May:** Indicates something that is not mandatory but permissible/desirable.

**Shall, Must, Will:** Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.

Rev 07-02-18
Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

16. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.

17. All proposals and accompanying documentation will become the property of the University at the time the proposals are opened. **It will be the proposer’s responsibility to request that samples be returned to the proposer and provide a method for doing so at the expense of the proposer.** If a request is not received and a method of return is not provided, all samples shall become the property of the University 45 days from the date of the award.

18. All required performance and payment bonds shall be held by the University in a secure location until the performance of the contract and the payment of all obligations rising there under have been 100% fulfilled. Upon completion of the project and all obligations being fulfilled, it shall be the proposer’s responsibility to request the surety bonding company to submit to the University the necessary documents to approve the release of the bonds. Until such time the bonds shall remain in full force and effect.

19. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. **Unless reasonable objection is made in writing as part of your proposal to this Request for Proposal, the Board or either of the other two Universities may purchase goods and/or services from any contract resulting from this Request for Proposal.**

20. The University has entered into Cooperative Purchasing Agreements with the Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the proposer, the Community College District and/or Maricopa County may access a contract resulting from a solicitation done by the University. If you do not want to grant such access to the Maricopa County Community College District and or Maricopa County, **please state so in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.**

21. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures ($AVE) cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the proposer, a member of $AVE may access a contract resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of $AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

22. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:
Requests must be submitted via email to Joan.Stockmaster@asu.edu. All formal inquiries must be submitted at least ten (10) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

Note that the University will answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from the University.

23. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.

24. In accordance with an executive order titled “Air Pollution Emergency Proclamation” modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this Request for Proposal be of low- or no-content of reactive organic compounds, to the maximum extent possible.

25. Arizona requires that the University purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this Request for Proposal is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, the University will select your competitor’s product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.

26. The University requires that all desktop computers, notebooks, and monitors purchased must meet Electronic Product Environmental Assessment Tool (EPEAT) Gold status as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. The registration criteria and a list of all registered equipment are at http://www.epeat.net on the Web.

27. To the extent applicable to any contract resulting from this Request for Proposal, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the “HIPAA Privacy Standards”) as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPAA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware.
Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. Proposer agrees to indemnify the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees against all harm or damage caused or contributed to by proposer’s breach of its obligations under this paragraph.

28. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual or prospective bidder or offeror has a direct economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder or offeror. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten (10) days after the earlier of a) the issuance of a Notice of Intent to Award or b) Award of a Contract in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

Jamon Hill  
Deputy Chief Procurement Officer  
Purchasing and Business Services  
PO Box 875212  
Tempe AZ 85287-5212  
Email: Jamon.Hill@asu.edu

Please note that as the University takes protests very seriously; we expect you to do so as well. Frivolous protests will not result in gain for your firm.

29. Other Opportunities with the University NOT related to this Request for Proposal.
The ASU Magazine

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for the University’s 450,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with the University, the largest university in the United States, your company can stand above the competition.

ASU alumni represent a responsive target market for your product or service.
- Alumni live worldwide.
- 230,000 of alumni reside in Arizona.
- More than 200,000 alumni live in Maricopa County.
- 38,000 of alumni reside in California.
- 55% of ASU alumni are under the age of 55.
- 85% own their own place of residence.
- 60% earn more than $50,000 annually.
- 40% fall in the top two highest wealth rating categories.
- 14% hold multiple and/or advanced degrees.

Specific partnership opportunities exist in a variety of areas.
- Advertise in the ASU Magazine, mailed to more than 400,000 homes around the world three times per year.
- Sponsor one of the Association’s many programs and events and receive recognition and access to targeted audiences. Events include: Founder’s Day, Homecoming, Legends Luncheon, Sun Devil 100, football tailgates, Career Fairs and many more! Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services to Sun Devil alums all over the world.
- Advertise on the ASU Alumni Web site or on our 110 Chapter/Club websites or in monthly E newsletter which is sent out to more than 240,000 people monthly. Cost is $1000 per month per each advertising venue.
- Learn more by Contacting John Davis at 480-965-5051 or jadavis@asu.edu today to start doing business with Sun Devil nation!

Sun Devil Sports Marketing

Sun Devil Sports Properties is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics. Sponsorship opportunities include, but are not limited to, on-premise signage, radio, print, digital, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Ben Burke at 480-727-9390.
Arizona PBS Delivers…

Arizona PBS delivers award-winning, educational, cultural and current events programming to approximately 1.5 million viewers each week. Become an AZPBS sponsor.

- **AZPBS delivers – reach.** Comparable to other TV channels, well beyond cable channels and way beyond the top local radio stations and print media. AZPBS / KAET reaches 85 percent of the people of Arizona.

- **AZPBS delivers – quality audience.** Business leaders, decision makers, high income households, educated citizens & boomers and spenders with disposable income.

- **AZPBS delivers – marketing benefits:**
  - Build brand awareness by linking your business with high-quality programs
  - Generate community goodwill through support of public television
  - Promote your offerings to a broad audience at an affordable price
  - Market your brand in an environment free of commercial clutter

- **AZPBS delivers – multiple media platforms:**
  - 3 TV Channels – Eight HD, Eight Life & Eight World
  - Web views – [www.azpbs.org](http://www.azpbs.org) (150,000 unique visitors a month)
  - E-Marketing – 40,000 email addresses … and more.

Contact: Chad Bowen at AZPBS corporate support at 602-496-8669 or Chad.Bowen@asu.edu
Kelly McCullough, General Manager at 602-496-2422 or Kelly.McCullough@asu.edu
SECTION V – SPECIFICATIONS/SCOPE OF WORK

1. SCOPE OF WORK

PROPOSERS MUST COMPLETE ATTACHMENT 1 – OFFEROR’S METHOD OF APPROACH AS EVIDENCE OF PROPOSERS’ ABILITY TO Respond TO THE SPECIFICATIONS/SCOPE OF WORK. INCLUDE A SAMPLE INVOICE AS DESCRIBED IN SECTION 3 BELOW.

The University will develop an individual scope of work for each project at the time the successful consultant(s) and contractor(s) are asked to submit a proposal and quote.

The scope of this Request for Proposal (RFP) includes but is not limited to assessment, containment, decontamination, mitigation, removal, transportation, disposal, and stabilization of Asbestos Containing Material (ACM) and/or Lead Containing Material (LCM), and related projects as part of the University’s Operations and Maintenance Program as well as Campus Building Improvements. The Contractor may also be tasked to perform activities where their expertise in the construction of enclosures, vacuuming and cleaning and the use of ventilation equipment would benefit activities performed by University staff such as the control of epoxy paint fumes and guano removal. All work under this RFP must be performed in strict compliance with all applicable federal, state, and local statutes, regulations, standards, and codes governing asbestos and lead abatement and any other trade work performed in conjunction with this RFP. The most recent edition of any relevant statute, regulation, standard, code or document must be used. Where any conflict exists among the federal, state, and local statutes, regulations, standards and codes and the requirements of this RFP, the most stringent requirements must be utilized.

2. GENERAL REQUIREMENTS

a. For purposes of this document, the term “ASU Program Manager/Coordinator” denotes a “Management Team” comprised of the appropriate ASU Specialist from the Asbestos/Lead Group.

b. An ASU Specialist will be assigned to each specific project and the Consultant must report directly to the ASU Specialist. Contractors must report directly to the Consultant or ASU Specialist.

c. An ASU Program Manager will initiate work to be performed and will administer this work under this RFP. The ASU Specialist will be the primary point of contact for all work under this RFP.

d. In some circumstances, a State Risk Insurance representative(s), insurance carrier representatives, or their assigns, may work with the ASU Program Manager.

e. The Consultant and Contractor agree and understand that the ASU Program Manager and ASU Specialist have full and final authority for, but not limited to:
   • Approval of proposed technical specifications;
   • Determination of completion of each project phase;
   • Review and approval of daily cost figures;
   • Disapproval of the use of certain equipment, personnel, materials, services and/or procedures;
   • Hours of work and/or days of work;
• Establishment of proper safety protocol;
• Stopping work for safety or environmentally unsafe activities or procedures;
• Approval of Subcontractors to be utilized on the project.

f. Prior to the commencement of any project, the Consultant, Contractor and ASU Program Manager/Coordinator must discuss the scope of work to be performed for any work covered by this RFP. When a Consultant is awarded a project, it is their responsibility to develop the final work plans and monitor the Contractor to ensure they are in compliance with the plan and all regulations. The Consultant and Contractor must not perform any work until all aspects and requirements of the scope of work has been investigated and understood by all parties.

g. The Consultant and Contractor must perform under the direction of the ASU Program Manager, consistent with the terms and conditions of this RFP. Directions may only be issued in writing. The Consultant and Contractor must provide personnel, labor, equipment and materials necessary to perform the all work under this RFP, which must include the relevant areas of the scope of work and the approved method of approach.

h. Service rates must be listed in Section IX Price Schedule. A proposal must be priced as an Emergency or planned abatement renovation project as agreed upon by the Consultant and/or Contractor and ASU at the time of the request.

• Emergency Projects are defined as those requiring completion within a timeframe of less than one week. Projects requiring completion within a timeframe of up to 14 calendar days may also be defined as an Emergency.
• Routine or Scheduled Projects are defined as any planned project that may require a site survey and funding through an internal ASU department.
• The ASU Program Manager and ASU Environmental Health & Safety (EH&S) must determine if a project is an Emergency or Routine at the time they first contact the Consultant or Contractor.
• Response Time: Consultant and Contractor must respond to ASU’s initial request for service within fifteen (15) minutes of verbal notification for any Emergency Project by the ASU Asbestos/Lead Management Group.
• The Contractor’s response equipment and personnel must arrive at the incident scene within ninety minutes (1.5 hours) of verbal notification for any Emergency Project by the ASU Asbestos/Lead Management Group.
• Response to Routine Projects must be based on availability of the Consultant and Contractor. Routine billing rates must be used by the Consultant and Contractor for these projects. Any response time greater than 8 hours, from the time of notification to the Consultant and Contractor to the time of the site visit, will be considered Routine and must be billed accordingly by the Consultant and Contractor.

i. The Consultant and Contractor agree that all work authorized under this RFP must be performed by competent personnel who are certified to perform this work in conformance with all applicable Federal, State, and local laws, regulations, and rules including, but not limited to the Occupational Safety and Health Act (OSHA), National Emission Standard for Hazardous Air Pollutants (NESHAP), Resource Conservation and Recovery Act (RCRA), Clean Water Act, Clean Air Act, Arizona Hazardous Waste Management Act, Federal Motor Carrier Safety Regulations, and the Federal Hazardous Materials Regulations as adopted by Maricopa County and the State of Arizona.

Web site links:
• http://www.osha.gov/
http://www.epa.gov/compliance/monitoring/programs/caa/neshaps.html
http://www.epa.gov/agriculture/firca.html
http://www.epa.gov/oecaerth/civil/cwa/
http://www.azdeq.gov/environ/waste/hazwaste/

j. Access to Project Site: Authorized representatives of ASU (and representatives of involved Government Agencies), must have ready access to project sites at all times.

k. On-Site Coordination: The Consultant and Contractor must communicate directly with the ASU Specialist. In the case of a project with a Consultant, the Contractor must communicate directly with the Consultant regarding the project, access and all operations.

l. The Consultant and Contractor must coordinate with the ASU Specialist when arriving at the site to determine the methods best suited to initiate traffic control and maintain site security.

m. The On-Site Method of Approach is the document that defines in writing the types and quantities of response personnel, equipment, materials, subcontractors and any other pertinent items required to perform work under this RFP for a specific Scope of Work. The On-Site Method of Approach must include the estimated time of completion and not-to-exceed cost to resolve the incident or complete the work.

n. The Consultant and Contractor must not begin work on-site until the ASU Program Manager or Specialist has approved the On-Site Method of Approach as determined by the site survey.

o. The On-Site Method of Approach must incorporate items as approved by ASU in the General Method of Approach as required in Attachment 4.

p. The Consultant and Contractor must provide for Emergency and Routine identification, characterization, removal and disposal of any hazardous substances and/or pollutants including, but not limited to: hazardous materials, hazardous wastes, emissions, and/or discharges released in any manner during the causative incident covered by this RFP. The Consultant and Contractor must provide emergency response services to abate imminent health and environmental dangers as determined by ASU.

q. The Consultant and Contractor agree and understand that this RFP is not exclusive and that Arizona State University reserves the right to remove any hazardous substance and/or pollutant, or perform other project-related work, by contracting with additional Consultants and/or Contractors.

r. The Consultant’s and Abatement Contractor’s services must be used for the assessment of conditions, removal, clean-up, transportation and proper disposal of all generated ACM and or LCM waste from the awarded project. For Toxic Characteristic Leachate Procedure (TCLP) testing for lead components – the waste generated must be stored in leak proof containers and held in a pre-designated locked storage space on ASU property until the TCLP results has been received and proper characterization is made for disposal purposes.

s. The Abatement Contractor is responsible for proper disposal of ACM with proper tracking of the Waste Manifests which must be included in the Post Job Close Out Report.

t. The Consultant and Contractor must maintain a written Health and Safety Program for employees working around potential and known health-threatening substances.

u. The Consultant and Contractor must complete all work outlined by the On-Site Method of Approach or technical specifications in accordance with the not-to-exceed cost.
v. The Consultant and Contractor must consult with the ASU Program Manager to establish environmental/air quality clearance criteria prior to commencement of any work under this RFP.

w. The Contractor agrees that the completion of a project must be based upon removal and disposal of all designated building materials (including, but not limited to: asbestos containing materials, lead containing materials and possible general construction materials), as determined by the initial scope of work as agreed upon with the ASU Program Manager.

x. The ASU Project Manager, ASU Specialist, and Consultant must have authority to determination if a project is complete.

y. ASU may request at their discretion, documentation to ensure all personnel possess the experience and expertise required for a given personnel classification.

z. The Contractor must provide upon request, any written traffic control plans for approval by the ASU Project Manager or Specialist.

3. PRICING, ESTIMATING AND INVOICING

a. Consultant and Contractor must submit pricing as indicated in RFP Section IX Pricing Schedule. Submit pricing for each job title that will be utilized under this RFP, with an hourly rate for each according to the categories listed.

b. Submitted pricing will be utilized at the premium time of any Emergency Project as a response to determine costs of clean-up and remediation.

c. When requested, the Consultant and Contractor must provide a written, not to exceed estimate of the cost for each scope of work, or each agreed-upon phase (depending on the nature of the work), based upon the Method of Approach and the not to exceed prices stated in this RFP.

d. ASU will not be unreasonable in allowing cost revisions in the event of unforeseen circumstances. If ASU determines that a revision to the original On-Site Method of Approach (assigned tasks and/or cost) are necessary, Consultant or Contractor must submit for ASU approval, written documentation detailing the task and schedule revisions, the reasons for such revisions and requested cost adjustment.

e. The Consultant and Contractor must keep a complete record of all labor, equipment, materials, and outside services expended in the performance of a Scope of Work under this RFP, and must include such records with the final invoice for payment.

f. The Consultant and Contractor must provide the daily costs for all goods and services to the ASU Program Manager, upon requested.

g. The Consultant and Contractor must submit all copies of invoices for payment for review and approval to the attention of:
   Asbestos/Lead Program Manager
   Arizona State University
   (USB Building)
   1551 S. Rural Road
   Tempe, Arizona 85287
   Mail Code 5512

h. Invoice must identify:
   • Building Name
   • Shops and work order # and project #
   • Project Managers name or CPMG-Asbestos Specialist Name
• Requisition (REQ) or Purchase Order number from ASU Purchasing, were applicable.
• Stamped with Invoice status of “Final” or “Progress”.

4. PERSONNEL AND SUBCONTRACTORS

a. As part of this RFP, the Consultant and Contractor must submit information outlining standard response procedures for, but not limited to:
   • Identify all key personnel within the Consultant and Contractor’s Method of Approach. Once assigned to these positions under a project, key personnel must not be removed or replaced without the prior written notification to and approval of the ASU Project Manager. As applicable, the ASU Program Manager for each specific project will review and approve the key personnel list in a timely manner, but no later than two days after the project start date.
   • Identify any potential subcontractors utilized on a project site. Once assigned to the project, subcontractors must not be removed or replaced without the prior written notification to and approval of the ASU Program Manager. The ASU Program Manager for each specific project will, when appropriate, review and approve the subcontractor list in a timely manner, but no later than two days after the project start date. The Consultant and Contractor must make any adjustments to the list as directed by the ASU Program Manager.
   • Identify qualifications, licenses and/or certifications for all subcontractors used. Also, provide a list of transporters, storage, disposal facilities, cultural resource survey subcontractors and any miscellaneous rental equipment subcontractors i.e., fencing, barricades, etc.
   • Identify any exclusive ties to a disposal facility, trucking, or any other subcontractor(s).

b. Subcontracted Services include but are not limited to: architectural, engineering, consultant, laboratory, transporter, utility locator, archeological, traffic control, equipment rental, large material purchasing services and general trade professions (i.e. mechanical, electrical, carpentry, etc.) services which require advanced written approval from ASU.

5. ASBESTOS CONTAINING MATERIAL ASSESSMENT (CONSULTANT)

a. The Consultant must have the ability to assess asbestos containing building materials (ACMs) at various sites throughout ASU’s facilities. The Consultant’s responsibilities include but are not limited: to inspecting facilities and property for ACM, sampling suspect materials to identify the presence of ACM, developing remediation plans and specifications for each project, and onsite overseeing ACM abatement projects. These services will be performed on an as needed basis. The Consultant must assist ASU in meetings and negotiations with regulators, property owners, potential responsible parties, and other interested parties, including the general public, as needed.

b. Asbestos Consultants must have the expertise to develop primary and alternative recommendations for remedial action plans for ACM. These recommendations must take the form of a survey report or work plan, which will become the basis of a contract.
for site abatement. The Consultant must provide professional services in accordance with the provisions and requirements of this RFP.

c. The Consultant must designate one individual with required technical certifications and experience in similar asbestos projects to act as the Site Manager. The Site Manager or his/her authorized representative must be on site at all times during abatement activities. ASU will have the right to review any credentials of individuals proposed as authorized representatives and the right to accept or reject any individual not in compliance with State guidelines.

d. The Site Manager must work with representatives of ASU throughout the term of the project to coordinate project activities and ensure project compliance with contract provisions and with all applicable laws, regulations and guidelines of the concerned governing bodies. The project duration must be minimized, and timing of each activity must be coordinated with ASU activities to minimize negative impacts on the facility use.

e. All sampling for ACMs must be made by an Asbestos Hazard Emergency Response Act (AHERA)-certified Building Inspector at the time of inspection. A copy of the Building Inspector's certification must be included in the final survey report.

f. The Consultant must classify ACM materials as (1) thermos system insulation (TSI), (2) surfacing, or (3) miscellaneous as defined by the EPA.

g. The Consultant must identify quantities of materials subject to renovation and demolition activities as Regulated Asbestos Containing Materials (RACM) or Non-Friable, Category I and II as per NESHAP Revised Regulations, dated November 20, 1990.

h. The Consultant must assess the condition of existing asbestos materials.

i. The Consultant must be responsible for Air monitoring for personnel, area monitoring for prevalent levels of fibers and air clearance monitoring of abatement sites. A copy of the Contractor/Supervisor's certification must be part of the final abatement report.

j. The Consultant must design asbestos removal projects, prepare design specifications, and provide cost estimates based on the current condition as determined during site inspections. A copy of the Site Manager's certification must be part of the final abatement report.

k. The Consultant must manage the site of asbestos abatement projects and prepare post abatement reports.

l. The Consultant must perform industrial hygiene consultation for managing asbestos in place.

m. The Consultant must provide assessment reports for use in future construction, abatement and management activities.

n. The Consultant must consult with ASU and/or monitor for other contaminants that may affect the workplace safety of work site and ASU employees, faculty or students.

o. The Consultant must provide a safety plan with provisions including, but not limited to:
   - First aid and emergency procedures and equipment
   - Delineation of restricted work zones and barricading of openings in area. Any restrictions must be coordinated in advance with ASU.
   - Securing of equipment and materials against accident or tampering
   - Air monitoring for detection of possible airborne releases
   - Designated "No Smoking" areas
   - Personal protective equipment requirements
   - Employee training in pertinent safety procedures including heat stress, confined spaces and fire prevention
• Sanitation/eating/drinking facilities, which may include available ASU facilities where applicable and permissible
• Traffic control and safe vehicle operations
• Safety of ASU employees, and ASU community visitors
• Dust Control
• Housekeeping
• Posting, of any contaminated areas
• Equipment inspection prior to any site work being performed

p. The Consultant must act as ASU's Agent throughout the asbestos abatement project.
q. The Consultant will have the authority to stop the work if the Asbestos Abatement Contractor is violating any laws or regulations.
r. The Consultant will be responsible for conducting project meetings and distributing all notes and minutes of said project meetings.
s. The Consultant will have the authority to complete and sign all manifests in the absence of the Contractor representative.

6. ANALYSIS (CONSULTANT)

a. The Consultant must provide a plan for the laboratory analysis of asbestos samples, including but not limited to:
   • Name of National Voluntary Laboratory Accreditation Program (NVLAP)-accredited analytical laboratory. [http://www.nist.gov/nvlap](http://www.nist.gov/nvlap)
   • Qualifications of laboratory and its personnel
   • Analysis of all drywall samples must be analyzed at a laboratory approved by the ASU Asbestos Program Manager.
   • Methods of analysis prescribed by NESHAP (point-counting may be required)
   • Quality assurance procedures
   • Chain of custody procedures
   • Laboratory reports

b. Copies of laboratory reports must be delivered to ASU's Asbestos/Lead Management Group, as they are made available by the laboratory or upon request after collection of any sample.

7. REPORTING (CONSULTANT)

a. All inspection, surveys and specifications, must be formatted similar to AHERA inspection and management reports including, but not necessarily limited to the following: \textit{NOTE: Comprehensive inspections must follow the NESHAP inspection criteria, when applicable.}
   • Physical address and legal description
   • Description and location within the building of the materials sampled. Floor plans, maps, or drawings must be used to clarify information. Include the sample number, type of material sampled, quantity of material assumed to be asbestos containing expressed in linear feet or square feet, overall condition of the material sampled as
fair, good, or poor, identify multi-layers materials such as roofing products, siding and floor tile and mastic.

- Definition of the material as regulated asbestos containing material (RACM) or Non-Friable, Category I or II, and as thermal system insulation (TSI), surfacing, or miscellaneous materials
- Accurate quantities of materials must be expressed in linear feet for TSI pipe. All other materials must be expressed in square feet for surfacing, and cubic feet for volume.
- Condition of the material must reflect the overall condition of the material represented by the sample
- Risk assessment of exposure potential may be required by the Using Department
- Consultant must identifying the location of samples and asbestos containing building material, regardless of the size of the project
- Consultant must include the name, address, phone number and certification number of the inspector as well as the date of the inspection
- Consultant must complete inspection within twenty-one (21) calendar days after assignment of a project. The ASU Program Manager may adjust the performance period for a given project up or down during negotiations with the Consultant.
- **Failure of the Consultant to meet the agreed upon completion date for a project may result in the removal of this Consultant from the approved vendor list**

b. Copies of the inspection reports must be submitted to ASU’s Asbestos/Lead Management Group.

8. **ABATEMENT INSPECTIONS**

a. Prior to removal, all RACM must be clearly identified and listed with the quantities and locations. All Non-Friable Category I and II material that does not require removal per EPA’s Revised Regulations dated November 20, 1990, and all negative samples must be included in the report.

b. All Non-Friable ACMs that do not require removal according to NESHAP prior to demolition, provided they do not become friable in the demolition process, are not classified as asbestos waste. They become part of the demolition debris and must be handled as solid waste under the classification of Construction and Demolition Debris. Regulations for transport and disposal of construction debris must be followed. Any landfill accepting this type of waste may be used.

c. All personal and area air monitoring reports must include a summary of locations and concentrations in fibers per cubic centimeter (f/cc), and copies of the laboratory reports.

d. Abatement Contractor’s design and management plans must be formatted as agreed upon by the Consultant and ASU, and must reflect the specific needs of ASU.

e. The Consultant must provide proper documentation of surveys, abatement operations and maintenance expenses. The Consultant is responsible to furnish information and for the completion of notification forms.
9. CONFORMANCE WITH LAWS (CONSULTANT)

a. The Consultant must comply with the requirements of the following regulations governing any asbestos project, removal, training, and disposal:
   - ARS Title 49, Chapter 4, Article 9 [http://www.azleg.state.az.us/arizonarevisedstatutes.asp?title=49]
   - Any other applicable federal, State, or local rules and regulations. [http://www.maricopa.gov/ag/divisions/compliance/air/asbestos_neshap/neshap_regulations.aspx]

b. The Consultant must retain copies of the regulations listed above on each site where work is being performed. Additionally, all inspection and relevant information specific to the project must be maintained on site.

c. Prior to commencement of asbestos removal work, the Consultant must ensure the Abatement Contractor notifies The State or County NESHAP Coordinator. The notification must comply with 40 CFR, Part 61, Subpart M. The Consultant must provided copies of the notification to the ASU Asbestos/Lead Management Group.

d. The Consultant must meet with the ASU’s Asbestos/Lead Management Group and Project Manager/Coordinator to review the schedule of work and specify special needs. At that time, the Consultant must identify a qualified project manager who will be on-site for the duration of the project with authority to act as the Consultant’s authorized representative.

e. The Consultant must be responsible for checking the Asbestos Abatement Contractor’s employee records to ensure all medical records, training, and certifications are current. A color photo ID must also be posted on the job board. Consultant employees working on the project must have completed EPA/AHERA-approved Asbestos Abatement Supervisors Training and/or Asbestos Workers Training, and must conform to EPA and OSHA regulations. The Consultant must have at all work sites a copy of the written safety, respiratory and hazardous communications program manuals.

f. The Consultant must ensure all barriers, signs, and appropriate labels are posted as required pursuant to any or all pertinent regulations.

g. The Consultant must inspect the enclosure or regulated area during its construction and before abatement work commences. Acceptance of the enclosure or regulated areas must be documented by both the management site representative and the Abatement Contractor’s authorized representative.

h. The Consultant must perform inspections and monitoring including but not limited to:
   - Personnel monitoring, independent of that performed by the Asbestos Abatement Contractor as a quality assurance measure. A minimum of one worker per day must be monitored during actual removal of asbestos. Additional personnel monitoring must be performed when warranted by the size of the project or by circumstances requiring excursion level monitoring.
• Area monitoring outside the exhaust, decontamination, and load-out areas when a full enclosure is used, to demonstrate control of fiber release to the outside air.
• Monitoring to ensure negative air pressure is maintained inside the enclosure when it is used. Manometers must be maintained at -0.02 inches of water column (WC). (OSHA 29 CFR, Part 1926.1101, Subpart Z)
• Checking water filtration devices to ensure proper function and that a five (5) micron final filter is used.
• Final clearance monitoring must be performed in all enclosures where required by regulations. The number of samples will be determined by the size of the area and the configuration of the space in each enclosure. One (1) to five (5) sample(s) must be taken. Analysis will be performed by Phase Contrast Microscopy (PCM) unless specifically stated otherwise. Air sample results must be available on the job site within 24 hours (turnaround time), or less.
• PCM final air clearance must conform to the EPA standard of 0.01 f/cc or transmission electron microscopy (TEM) final air clearance will be less than 70 structures/millimeter² for all areas that will be reoccupied.
• When friable materials are removed prior to demolition of structures, the fiber count must be equal to, or less than, the action level of 0.01 f/cc before the enclosure can be removed.
  i. A final report including all the monitoring results, copies of manifests, field notes and recommendations related to the project must be submitted to ASU prior to final payment.

10. INSPECTIONS (CONSULTANT)

a. The Consultant must be responsible for any and all site inspections, estimates of the quantity of work, or recognition of unusual or special situations, which may affect a timely completion of the scheduled work.

b. Authorized ASU’s representatives must have access to the work site, materials, records, or any other relevant data specified herein. Furthermore, the Consultant must provide proper facilities for such access and inspection. Only authorized personnel will be permitted on the work site, provided they have obtained clearance from ASU.

11. ASU RESPONSIBILITIES (CONSULTANT)

ASU’s request for Consultant services will provide specific written information concerning the project. This includes, but is not limited to:

• Address of the site where services are required. Include a specific description of the site (e.g., boiler room, steam tunnel, residential structures, 20,000 square foot commercial buildings, etc.)
• A drawing or map of the building area and any construction records that might identify asbestos construction materials
• Other relevant inspection reports if applicable
• Purpose for the project; i.e. emergency removal/cleanup, renovation, demolition, or maintenance and repair
• Other hazards which require assessment by technically trained inspectors
• Name of Abatement Contractors whose work they will be monitoring, and items in other contracts that need to be coordinated with the Consultant service activities
• Coordination for moving of facility, staff, employees, student, etc.

12. ASBESTOS CONTAINING MATERIAL ABATEMENT (CONTRACTOR)

The Abatement Contractor will provide services in support of various ASU’s abatement activities at their facilities that may pose a liability to ASU. These services include, but are not limited to, initial response and abatement actions to minimize the threat to public health, safety, and the environment of the facilities or properties to prevent further contamination.

13. PROJECT MANAGEMENT (CONTRACTOR)

Services provided by the Abatement Contractor include, but are not limited to:
• Preparing initial estimates for all corrective actions as requested by ASU in accordance with purchasing procedures
• Removal of friable ACM/RACM prior to renovation and demolition activities
• Repair and maintenance of damaged ACMs
• Sending NESHAP notifications to the State or County NESHAP Coordinator for all demolitions, even when no asbestos is present and for all renovations where the amount of RACM to be disturbed is greater than 260 linear feet on pipes, greater than 160 square feet on other facility components, or greater than 35 cubic feet on facility components. The State or County NESHAP Coordinator must receive original notifications and revisions.
• Removal, prior to renovation, and demolition of small-scale, short-duration projects of RACM below threshold amounts (less than or equal to 260 linear feet on pipes, less than 160 square feet of surface, or less than or equal to 35 cubic feet on components) which require a courtesy notification to The State or County NESHAP Coordinator
• Cleaning up asbestos materials from unpredicted fiber release episodes
• Containing or encapsulation

14. DISPOSAL (CONTRACTOR)

a. The Abatement Contractor must provide any and all contract services as stipulated by the scope of work issued by ASU. Such services must be provided in a manner specified or approved by ASU to the satisfaction of ASU. The services must include the personnel, materials, and equipment required to complete the work.

b. The logical sequence of work/services required under the contract is as follows:
• Initial response
• Notification and scheduling
• Site preparation
• Implementation of corrective actions
• Clean-up

15. **ASU RESPONSIBILITIES (CONTRACTOR)**

a. ASU’s request for services from an Abatement Contractor will provide specific written information pertaining to the project. This includes, but is not limited to:
   • Physical address/legal description of the site where work will be performed. ASU will include a specific description of the site (e.g., boiler room, steam pipe tunnel, residential structure, commercial building, etc.)
   • Drawing(s) of the building area to be abated and/or a map(s) stating the location(s) of the building(s) to be abated
   • Copy(s) of survey report(s) including all lab test results identifying Category I and Category II materials, the condition of the materials, and the type and quantity of asbestos present
   • Description of the quantity of RACM friable asbestos material in square feet for surface material, in linear feet for pipe covering, and other description of miscellaneous materials
   • Purpose for the project
   • Availability of water, power, drains, and staging area for work stations, supplies, and waste trailers
   • ASU’s designated representative(s) with the Asbestos/Lead Management Group and/or Project Manager
   • Time schedule requirements for the project

b. A walk-through conference with the Abatement Contractor may be conducted prior to the start of the project. Additional site inspection may be performed at related to:
   • Schedule for removal/cleanup
   • Additional demolition requirements
   • Hazards associated with the project:
     • Hot/cold pipes or surfaces
     • Confined space entry
     • Other physical or chemical hazards that may be present
   • Requirements for replacement materials
   • HVAC shut down

c. If utilities are available, ASU may provide utilities for the Abatement Contractor’s use if work will be performed within an ASU-owned facility.

16. **REGULATORY REQUIREMENTS (CONTRACTOR)**

a. The Abatement Contractor must comply with the requirements of the following regulations governing asbestos removal and disposal:
   • EPA/NESHAP Regulations: 40 CFR, Part 61, Subpart M
     http://www2.epa.gov/asbestos/asbestos-laws-and-regulations
   • EPA/AHERA Regulations: 40 CFR, Part 763, Subpart E
b. The Abatement Contractor must maintain copies of the regulations listed above on each site where work is being performed.

c. Prior to commencement of asbestos removal work, the Abatement Contractor may be required to obtain a written 10 working day NESHAP notification. The notification must comply with 40 CFR, Part 61, Subpart M, paragraph 61.145. (Revised Regulations as of November 20, 1990).

d. The Abatement Contractor will meet with ASU’s Asbestos/Lead Management Group and Project Manager/Coordinator to review the schedule of work and specify special needs. At that time, the Abatement Contractor must identify a project supervisor who will be on-site for the duration of the project with authority to act as the Abatement Contractor’s authorized representative. This individual must be currently certified as an AHERA Contractor/Supervisor.

e. The Abatement Contractor must furnish documentation certifying that employees working on each project have completed EPA/AHERA-approved Asbestos Contractor/Supervisor Training, and/or Asbestos Worker Training, and are currently certified.


g. The Abatement Contractor must ensure all medical examinations required under asbestos regulations are current for all employees involved in each project. Color photo ID’s must be posted on the project job board.

h. The Abatement Contractor must furnish his/her own utilities, including water and electrical when the work is performed at a remote site and/or where utilities are not available. In ASU-owned/operated facilities, ASU will attempt to furnish the following:
   - Sufficient electric power from outside the abatement area to power the Abatement Contractor’s equipment
   - Water taps adjacent to, or in the work area, for the Abatement Contractor’s use
   - Access to a drain for disposal of filtered water at the project site
   - Designated area adjacent to the project site for storing supplies and parking disposal trailers

17. AIR MONITORING

Air monitoring is required throughout the entire duration of removal and cleaning operations. This includes, but is not limited to:

- Personal monitoring of employees inside regulated areas
- Exposure monitoring must be accomplished in accordance with 29 CFR, Part 1926.58 (f)
• Area monitoring as may be required to control the site in and/or adjacent to the points of entry, and exits from the regulated area
• Continuous monitoring of the negative air from the time it is established until final clearance is demonstrated
• Final clearance for demolition projects must show fiber levels are less than the AHERA clearance concentration of 0.01 f/cc
• The Consultant is responsible for final air clearance. Should the clearance monitoring need to be repeated because the clearance samples fail to pass EPA requirements, this cost will be incurred by the Abatement Contractor.
• Records of the above monitoring and the results will be posted on-site, as soon as they are finalized
• A summary report of all air monitoring data must be submitted ASU’s designated representative at the end of the project. The Abatement Contractor must furnish all air monitoring results (written) along with copies of all manifests, permits, etc. within one (1) month of the completion of the project. Final payment for services will be contingent upon receipt and acceptance of the summary report.

18. **WORK AREA PRESENTATION (CONTRACTOR)**

a. The Abatement Contractor must establish regulated areas in accordance with the above regulations. When friable materials are removed as defined by OSHA, negative pressure enclosures must be utilized.
b. Where the Abatement Contractor has taken out detachable electrical, heating, ventilation equipment, and other items in contact with the asbestos material, the Abatement Contractor must clean, handle, and store these items in an undamaged condition. ASU will provide any special instructions for reinstalling all such items, unless otherwise determined by the nature of the project.
c. When removing detachable items prior to removal of friable materials from buildings scheduled for demolition, all such items must be wet wiped where they have come in contact with friable materials. These items must be stacked to prevent unnecessary damage. The salvage value of these items may be part of other State contracts.
d. NESHAP requires that all friable material must be removed before demolition of a building. All friable waste and control devices must be disposed of in a NESHAP-approved waste disposal site.
e. All non-friable materials that do not require removal prior to demolition are not classified as asbestos waste. In accordance with EPA/NESHAP and EPA Standards, non-friable ACM becomes part of the demolition debris and must be handled as solid waste under the classification of Construction and Demolition Debris. Regulations for transporting and disposal of construction and demolition debris must be followed. Any approved landfill accepting this kind of waste may be utilized. The EPA guidance manual “A Guide to Normal Demolition Practices under the Asbestos NESHAP” must be utilized.
19. REPAIR OF EXISTING SURFACES (CONTRACTOR)

a. As determined by the nature of each project, existing areas that require repair will be identified prior to the implementation of the project. Areas that require repair due to asbestos removal will be identified after the removal of the substance. The Asbestos Contractor must notify ASU in writing as to the extent of the repairs required.

b. The Abatement Contractor must apply fiber encapsulates to surfaces where RACM was removed.

20. ACCEPTANCE OF COMPLETED PROJECT (CONTRACTOR)

a. After the Abatement Contractor has abated and cleaned the area and before final acceptance testing is completed, the area will be inspected by the authorized ASU representative (Consultant) with the Abatement Contractor.

b. During this inspection, the Consultant, in conjunction with the Abatement Contractor must, if necessary, identify areas that need further refinement. Any additional work must be performed prior to the final acceptance testing.

c. The negative air system must remain on until clearance tests prove the concentration of asbestos fibers is:
   - Less than or equal to 0.01 fibers per cubic centimeter of air for each of five (5) samples collected within the work area, if analyzed by phase contract microscopy (PCM) analysis. The PCM analysis must be conducted using the National Institute for Occupational Safety and Health NIOSH 74000 or NIOSH 7402 method, or
   - Less than or equal to the average concentration of 70 structures per square millimeter for five samples collected within the work area, if analyzed by transmission electron microscopy (TEM) analysis. TEM analysis must be conducted using EPA’s interim TEM analytical methods provided in 40 CFR 763, subpart E, appendix A.

d. Small scale projects which do not require the use of a negative air system do not need to be cleared by final clearance tests. The ASU designated representative accredited with an EPA/AHERA Contractor/Supervisor certification must conduct a visual clearance inspection for the project.

e. Application of the new surface treatment will be specified by ASU and must be done in accordance with the standards specified herein. Reinstallation of all fixtures and restoration of electrical power to all electrical fixtures is the responsibility of the Abatement Contractor.

f. The Abatement Contractor must conduct an inspection to ensure all work has been completed pursuant to the project requirements. The final inspection will include the authorized ASU representative, as well as other Department representatives as required.

g. The Abatement Contractor is responsible for and must verify any and all site inspections, estimates of quantity of work, or recognition of unusual or special conditions which may affect a timely completion of the work.

h. The Abatement Contractor must grant ASU’s authorized representatives access to the work site, materials, records, or any other relevant data specified herein. Furthermore, the Abatement Contractor must provide proper facilities for such access and inspection.
21. MATERIALS, EQUIPMENT AND EMPLOYEES (CONTRACTOR)

a. The Abatement Contractor must supply any and all labor, supervision, installed and consumable materials, equipment, services, testing devices, warehousing, tools, and each and every item of expense necessary for the supply, fabrication, erection, installation, application, handling, hauling, unloading, receiving, evaluation, design engineering, testing, and assembly of the abatement of asbestos containing or contaminated materials removed and restoration of areas hereinafter stated in the Contract.

b. The Abatement Contractor must perform all labor in a competent, reliable, and workmanlike manner, including use of subcontractors, superintendents, foremen, and skilled and unskilled employees of the Abatement Contractor.

c. Any Abatement Contractor personnel or outside personnel of another trade not employed for asbestos abatement; but working in an asbestos contaminated area, must be informed of the locations and presence of ACMs as required by both Federal and State OSHA regulations.

d. ASU in conjunction with the Consultant has the authority to stop any or all abatement activities at any time if they determine the conditions are not in accordance with the specifications or any applicable regulations, or that an unsafe condition exists. The decision to stop work is solely at the discretion of ASU in conjunction with the Consultant.

e. The abatement activity must not continue until the conditions have been corrected to the satisfaction of ASU.

f. Standby time occurring during stop work condition will be at the Abatement Contractor’s expense.

22. ASU PROJECT SPECIALIST OR MANAGER (CONTRACTOR)

a. The Abatement Contractor must report directly to ASU’s Project Manager or Specialist which will be determined by the ASU Asbestos/Lead Management Group.

b. The Abatement Contractor must furnish to ASU a written estimate of the cost of each project not to exceed the firm, fixed prices stated in the contract. Once the estimate has been finalized, the total guaranteed not-to-exceed, firm, fixed price will govern the overall project. ASU will not be obligated to honor any additional estimates or amendments to the project, except in special isolated pre-approved instances.

c. The Abatement Contractor is required to complete all the work outlined in estimate, and within the time frame stipulated in the contract.

d. The Abatement Contractor agrees that ASU’s Project Manager or Specialist has full and final authority for, but not limited to, the following:
   • Determination of completion of each project
   • Review of work schedules
   • Approval of clean-up procedures
   • Disapproval or approval of the use of certain equipment, personnel, materials, services, and/or procedures
   • Establishment of proper safety protocol
• Issuance of stop-work orders for safety, environmentally unsafe activities, procedures, or unnecessary work
  e. The Abatement Contractor agrees that the completion of a project is contingent upon the final removal and disposal of all materials, substances, and/or RACM.
  f. The completion date will conform to the dates specified in the NESHAP notification, or modified/revised notification.
  g. Copies of any revisions to the NESHAP notification and an explanation must be forwarded to ASU's Project Manager or Specialist.
  h. A project will be deemed complete at the convenience of ASU by the Project Manager or Specialist.
  i. The Abatement Contractor must submit all copies specified in the project contract for payment to the designated representative for certification.
  a. The Abatement Contractor must keep a complete record of all labor, equipment, materials, and outside services expended in the performance of a project under the contract, and must include such records as a closeout document with the final invoice for services. A copy of all closeout documents must be provided to ASU for recordkeeping purposes.

23. LEAD-BASED PAINT ASSESSMENT (CONSULTANT)

The purpose is to obtain lead containing material (LCM) management and consulting services, to assess and characterize any LCM which may be present, and to develop primary and alternative recommendations for remedial action plans. Recommendations must take the form of a survey report or work plan which will become the basis of a contract for site abatement. The Consultant must provide professional services in accordance with the provisions and requirement set forth herein. The Consultant must provide the tasks under the contract on an as needed basis.

24. PROJECT MANAGEMENT (CONSULTANT)

a. The Consultant must designate one individual with a technical background and experience in similar lead paint risk assessment and management projects to act as the Project Manager. The Project Manager or his/her authorized representative must be on the site at all times during abatement activities. The Project Manager must work with representatives of ASU throughout the term of the project to coordinate project activities and ensure project compliance with contract provisions and with all applicable rules and regulations of the concerned governing bodies. The Consultant must minimize the project duration and coordinate the timing of each activity with ASU activities to minimize negative impacts on use of the facility.

b. ASU has the right to review any and all credentials of individuals proposed as authorized representatives and the right to accept or reject any individual not in compliance with State guidelines.

c. The Consultant’s responsibilities include, but are not limited to:
   • Inspections of buildings and property for LCM, lead residues, and/or lead in drinking water
Sampling of suspect materials for identification of lead content. For All K-12 facilities; lead sampling must be performed by an EPA-certified Lead Inspector or EPA Risk Assessor. A copy of the certification must be made a part of the final survey report.

For OSHA paint chip sampling and Toxic Characteristic Leachate Procedure (TCLP) testing, a trained individual must perform this test.

Assessment and classification of paint film quality as (1) intact, (2) fair, or (3) poor.

Developing a plan that includes a risk assessment and hazard control plan. A copy of the Lead Risk Assessor's certification must be made a part of the final survey report.

Identification of quantities of materials subject to repair, renovation, and demolition activities.

Air monitoring for personnel, area monitoring for prevalent levels of lead, or air clearance monitoring of abatement sites. A copy of the Lead Contractor Supervisor's certification must be made a part of the final abatement report.

Designing lead exposure mitigation/abatement projects, preparing design specifications, and providing cost estimates based on the current condition as determined during site inspections. A copy of the Lead Project Manager’s certification must be made a part of the final abatement report.

Site managing of lead exposure mitigation/abatement projects and preparation of post abatement reports.

Performing industrial hygiene consultation for managing lead in place.

Providing assessment reports for use with future construction, abatement and management activities.

d. The Consultant must consult with ASU and/or monitor for other contaminants that may affect workplace safety.

e. The Consultant must provide a safety plan with provisions that include, but are not limited to:

- First aid and emergency procedures and equipment
- Delineation of restricted work zones and barricading of openings in area. Any restrictions must be coordinated in advance with ASU.
- Securing of equipment and materials against accident or tampering
- Air monitoring for detection of possible explosive or toxic vapors, or oxygen deficient atmosphere
- Designated "No Smoking" and "No Eating/Drinking" areas
- Personal protective equipment requirements
- Employee training in pertinent safety procedures including fire and explosion prevention, heat stress, confined spaces, and toxic vapors identification
- Sanitation/eating/drinking facilities (may include available State facilities where applicable and permissible)
- Traffic control and safe vehicle operations
- Safety of State employees, and visitors
- Dust control
- Housekeeping
- Site restoration
- Posting, if required, of any contaminated areas
f. The Consultant must act as ASU’s Agent throughout the lead mitigation/abatement project. The Consultant has the authority to stop the work if the Lead Mitigation/Abatement Contractor is violating any laws or regulations.
g. The Consultant is responsible for conducting project meetings and distributing all notes and minutes of said project meetings.
h. The Consultant has the authority to complete and sign all manifests in the absence of ASU’s designated representatives.

25. ANALYSIS (CONSULTANT)

a. The Consultant must provide a plan for the laboratory analysis of lead samples, including but not limited to:
   • Name of National Lead Laboratory Accreditation Program (NLLAP) accredited analytical laboratory. [Link to EPA NLLAP website]
   • Qualifications of laboratory and its personnel
   • Methods of analysis prescribed by EPA
   • Quality assurance procedures
   • Chain of custody procedures
   • Laboratory reports
b. Copies of laboratory reports must be delivered to ASU Program Manager/Coordinator as they are made available by the laboratory or upon request after collection of any sample.

26. REPORTING (CONSULTANT)

a. All inspection reports, management reports, and hazard control plans must include but are not limited to:
   • Physical address and legal description
   • Description and location of the materials sampled. Floor plans, maps, or drawings will be used to clarify information
   • Definition of the paint film conditions
   • Quantities of material must be expressed in linear feet for pipe. All other quantities of material must be expressed in square feet for surfacing, and cubic feet for volume.
   • Condition of the material must reflect the overall condition of the material represented by the sample
   • Description of any statistical method used in the sampling process
   • Inclusion of all analytical results, both Positive and Negative
   • Risk assessment of exposure potential may be required by ASU including hazard control options
b. Copies of the inspection and risk assessment reports must be submitted to ASU Program Manager/Coordinator.
27. ABATEMENT INSPECTIONS (CONSULTANT)

a. Prior to abatement, all lead containing materials must be clearly identified and listed with the quantities and locations given. All negative samples must be included in the report.

b. All LCM that does not require removal according to 40 CFR 261 prior to demolition is not classified as lead containing waste. It becomes part of the demolition debris and must be handled as solid waste under the classification of Construction and Demolition Debris. Regulations for transport and disposal of construction debris must be followed. Any permitted landfill accepting this type of waste may be used.

c. If any lead waste is determined to be a hazardous waste per 40 CFR 261, it must be handled as a regulated hazardous waste subject to any and all transport and disposal regulations addressing such waste. The Consultant's Project Manager must prepare plans and specifications to remove the lead such that the remaining materials can be disposed as solid waste as described above. ASU's EH&S must be engaged in this process and all waste must remain on the ASU campus until analysis is received and the waste is determined.

d. The landfill accepting such waste must be appropriately and currently licensed.

e. All personal and area air monitoring reports must include a summary of locations and concentrations in micrograms per cubic meter (µg/m³), and copies of the laboratory reports.

f. Contractor’s design and management plans will be in a format agreed upon by the Consultant and ASU, and will reflect the specific needs of ASU.

g. The Consultant must provide proper documentation of surveys, abatement, operations and maintenance expenses. The Consultant must furnish information required to complete notification forms.

28. CONFORMANCE WITH LAWS (CONSULTANT)

a. The Consultant must comply with the requirements of the following regulations governing asbestos project, removal, training, and disposal:

b. EPA/NESHAP Regulations: 40 CFR, Part 61, Subpart M
   - http://www2.epa.gov/asbestos/asbestos-laws-and-regulations

c. EPA/AHERA Regulations: 40 CFR, Part 763, Subpart E
   - http://www2.epa.gov/asbestos/asbestos-laws-and-regulations

d. Dept. of Labor, OSHA Regulations: 29 CFR, Part 1926, Section 1101
   - http://www.osha.gov/

e. ARS Title 49, Chapter 4, Article 9
   - http://www.azleg.state.az.us/arizonarevisedstatutes.asp?title=49

f. ASU’s Lead Management Program:

g. Any other applicable federal, State, or local rules and regulations.

h. The Consultant must retain copies of the regulations stated above on each site where work is being accomplished.
i. Prior to implementation of lead-containing material removal, the Consultant must ensure the Abatement Contractor notifies the designated regulatory authority’s coordinator, and designated State Departments. The notification must comply with 40 CFR. Copies of the notification must be provided to ASU.

j. The Consultant must meet with the designated representative(s) to review the schedule of work and specify special needs. At that time, the Consultant must identify a qualified site manager who must be on-site for the duration of the project with authority to act as the Consultant’s authorized representative.

k. The Consultant is responsible for checking the Lead Abatement/Mitigation Contractor’s employee records to ensure all medical records, training, and certifications are current and below action levels for Lead Blood Lead Levels (LBLL)’s. Consultant employees working on the project must have had EPA Lead Abatement Supervisors Training and/or Lead Workers Training, and conform to EPA and OSHA regulations. The Consultant must have at any site a copy of the written safety, respiratory and hazardous communications program manuals.

l. The Consultant must ensure all barriers, signs, and appropriate labels are posted as required pursuant to any or all pertinent regulations.

m. The Consultant must inspect the enclosure or regulated area during its construction, and its use before abatement is performed. Acceptance of the enclosure or regulated areas must be documented by both the management site representative and the Abatement Contractor’s authorized representative.

n. The Consultant must perform inspections and monitoring including but not limited to:
   - Personnel monitoring, independent of that done by the Lead Abatement/Mitigation Contractor as a quality assurance measure. A minimum of one worker per day must be monitored during actual removal of lead-containing materials. Additional personnel monitoring will be accomplished when warranted by the size of the project or by circumstances that may require excursion level monitoring.
   - Area monitoring outside the exhaust, decon, and load-out areas when full enclosures are used, to demonstrate control of particulate lead release to the outside air.
   - Monitoring to ensure that negative air pressure is maintained inside the enclosure when it is used.
   - Checking water filtration devices to see that they are functioning properly and that the appropriate final filters are used.
   - Final clearance monitoring must be done in all enclosures where required by regulations. The number of samples will be determined by the size of the area and the configuration of the space in each enclosure. One (1) to five (5) sample must be taken. Air sample results must be available on the job site within 24 hours (turnaround time), or less.
   - Final air clearance must conform to the OSHA Standard of 30µg/m³ and final surface clearance must be less than 5 micrograms per liter (µg/L) before the enclosure can be removed.

o. A final report including all the monitoring results, copies of manifest, field notes and recommendations related to the project must be submitted to ASU prior to final payment.
29. INSPECTIONS (CONSULTANT)

a. The Consultant must be responsible for any and all site inspections, estimations of quantity of work, or recognition of unusual or special conditions, which may affect a timely and scheduled completion of the work.
b. The Consultant must authorize ASU’s designated representative’s access to the work site, materials, records, or any other relevant data specified herein. Furthermore, the Consultant must provide proper facilities for such access and inspection. Only authorized, trained personnel will be allowed on the work site providing that they have obtained clearance from ASU.

30. ASU RESPONSIBILITIES (CONSULTANT)

When ASU requests services of the Consultant, they will provide specific written information, (email included) concerning the project. This may include, but is not limited to:
- Address of the site where services are required. Include a specific description of the site (e.g., boiler room, steam tunnel, residential structures, 20,000 square foot commercial buildings, etc.)
- A drawing or map of the area of buildings and any construction records that will identify lead-containing materials
- Other inspections reports
- Purpose for the project; emergency removal/cleanup, renovation, demolition, and repair or maintenance
- Other hazards which require assessment by technically trained inspectors
- Other Abatement Contractors whose work they may be monitoring and tasks performed by other contractors that must be coordinated with the Consultant’s service activities
- Coordination for moving of staff, faculty or students

31. LEAD ABATMENT (CONTRACTOR)

The Abatement Contractor must provide services in support of various ASU Abatement activities that may pose a liability to ASU. These services include, but are not limited to initial response and abatement actions to minimize the threat to public health, safety, and the environment of the facilities or properties and to prevent further contamination.

32. PROJECT MANAGEMENT (CONTRACTOR)

Services provided by the Abatement Contractor include, but are not limited to:
- Preparing initial estimate for all corrective actions as requested by ASU
- Removal of lead-containing materials prior to renovation and demolition activities
- Repair and maintenance of damaged lead surfaces
• Sending all notifications to the designated regulatory authority and ASU, if applicable, for all demolitions, even when no lead is present
• Clean lead-containing materials from unpredicted particulate release episodes
• Containment or encapsulation

33. DISPOSAL (CONTRACTOR)

The Abatement Contractor must provide any and all contract services as stipulated by ASU. Such services must be provided in a manner specified and approved by ASU to the satisfaction of ASU. The services include the personnel, materials, and equipment required to complete the ordered work.

34. ASU RESPONSIBILITIES (CONTRACTOR)

When ASU request’s services of the Abatement Contractor, they will provide specific written information, (email included) concerning the project. This may include, but is not limited to:

a. Physical address/legal description of location of the site where work will be performed. ASU will include specific description of the site (e.g., boiler room, steam pipe tunnel, residential structure, commercial building, etc.).
b. Drawing(s) of the area to be abated and/or a map(s) stating the locations(s) of the building(s) to be abated
c. Copy(s) of survey report(s) including all lab test results identifying the lead-containing material in estimated square feet for surfaces, linear feet on pipe, and other description of miscellaneous materials
d. Purpose for the project:
   • Emergency removal/cleanup
   • Renovation, repair, or maintenance
   • Demolition
e. Requirements for removal:
   • Wiping/moving furnishings
   • Carpet cleaning/removal
   • Electrical fixture removal
   • Non-movable objects.
f. Hazards associated with the project:
   • Hot/cold pipes surfaces
   • Confined space entry
   • Other physical or chemical hazards that may be present
g. Requirements for replacement materials
h. Availability of water, power, drains, and space for setting up work stations, supplies, and waste trailers
i. ASU’s designated representative(s)
j. Time schedule requirements for the project
35. REGULATORY REQUIREMENTS (CONTRACTOR)

a. The Abatement Contractor must comply with the requirements of the following statutes and regulations governing asbestos removal and disposal:
   b. EPA/NESHAP Regulations: 40 CFR, Part 61, Subpart M
      • http://www2.epa.gov/asbestos/asbestos-laws-and-regulations
   c. EPA/AHERA Regulations: 40 CFR, Part 763, Subpart E
      • http://www2.epa.gov/asbestos/asbestos-laws-and-regulations
   d. Dept. of Labor, OSHA Regulations: 29 CFR, Part 1926, Section 1101
      • http://www.osha.gov/
   e. ARS Title 49, Chapter 4, Article 9
      • http://www.azleg.state.az.us/arizonarevisedstatutes.asp?title=49
   f. Any other applicable federal, State, or local rules and regulations.
   g. The Abatement Contractor must retain copies of the statutes and regulations stated above for each location where work is to be performed.
   h. Prior to beginning lead removal, the Abatement Contractor must provide the designated regulatory authority, if applicable, and ASU a written 10 day notification. The notification must comply with 40 CFR.
   i. The Abatement Contractor must meet with the designated ASU representative(s) to review the schedule of work and specify special needs. At that time, the Abatement Contractor must identify a project supervisor who must be on-site for the duration of the project with authority to act as the Abatement Contractor’s authorized representative. This individual must be currently certified as an EPA Lead Contractor/Supervisor.
   j. The Abatement Contractor must furnish documentation certifying that employees working on each project have had EPA approved Lead Contractor/Supervisor Training, and/or Lead Worker Training, and are currently certified.
   k. Training must include all the elements specified in 40 CFR, Part 745 and 29 CFR, Parts 1910 and 1926.
   l. The Abatement Contractor must have a copy of their written hazard communication (to include copies of MSDS), safety program, and respiratory protection programs at the project site.
   m. The Abatement Contractor must ensure that medical examinations required under lead regulations are current for all employees involved in each project.
   n. The Abatement Contractor is required to furnish his/her own utilities, including water and electrical when the work is being accomplished at a remote site and/or where not available at the site. In ASU owned/operated buildings, ASU will attempt to furnish the following:
      • Sufficient electric power from outside the abatement area to power the Abatement Contractor’s equipment
      • Water taps adjacent to, or in the work area, for the Abatement Contractor’s use
      • Access to drain for disposal of filtered water at the project site
• Designated area for storing supplies and parking disposal trailers adjacent to the project site

36. AIR MONITORING (CONTRACTOR)

a. Air monitoring is required throughout the entire removal and cleaning operation. This includes, but is not limited to:
   • Personal monitoring of employees inside regulated areas
   • Exposure monitoring must be accomplished in accordance with 29 CFR, Part 1926.58 (f)
   • Area monitoring as needed to control the site in and/or adjacent to the points of entry, and exits from the regulated area
   • Continuous monitoring of the negative air form the time it is established, and until final clearance is demonstrated
   • Final clearance for demolition projects must show particulate levels are less than the OSHA clearance concentration of 30 µg/m³ and surface concentrations are less than EPA characteristic hazardous waste concentrations of 5 µg/L
b. The Consultant is responsible for final air clearance. Should the clearance monitoring need to be repeated because the clearance fails to pass EPA requirements, this cost will be incurred by the Abatement Contractor.

37. WIPE AND SOIL SAMPLING CLEARANCES (CONTRACTOR)

a. Clearance criteria for ASU facilities that fall under HUD guidelines are as follows:
   • Lead in dust (clearance/risk assessment)
   • Floors – 40 µg/ft² (micrograms per square foot)
   • Interior window sills – 250 µg/ft²
   • Window troughs – 400 µg/ft²
   • Lead in bare soil (risk assessment)
   • Play areas – 400 µg/g
   • Other soils – 1,200 µg/g
b. Records of the above information must be posted on-site, as soon as they are finalized.
c. A close-out report of all air monitoring data must be submitted to ASU’s designated representative at the end of the project. The Abatement Contractor must furnish all air monitoring results (written) along with copies of all manifests, permits, etc. within one (1) month of the completion of the project. Final payment for services will be contingent upon receipt and acceptance of the close-out report. One (1) unbound hard copy and one (1) flash drive must be provided to ASU with the final invoice included in the close-out package.
38. WORK AREA PREPARATION (CONTRACTOR)

a. The Abatement Contractor must establish regulated areas in accordance with the above regulations. When lead-containing materials are removed as defined by OSHA, negative pressure enclosures must be utilized.

b. Where the Abatement Contractor has taken out detachable electrical, heating, ventilation equipment, and other items located on the lead material, the Abatement Contractor must clean, handle, and store these items in an undamaged condition. ASU will provide any special instructions for reinstalling all such items, unless otherwise determined by the nature of the project.

c. When removing detachable items prior to removal of lead materials from buildings that are scheduled for demolition, all such items must be wet wiped where they have come in contact with lead materials. These items must be stacked to prevent unnecessary damage. The salvage value of these items will be part of other ASU contracts.

d. All lead-containing material determined to be a characteristic hazardous waste must be removed before any demolition of buildings. All characteristic hazardous waste and control devices must be disposed of in an EPA-approved waste disposal site. ASU will coordinate the disposal efforts for this waste. The containers must be secured on site or in a designated secure place on campus and EH&S must be informed that the materials are ready for proper disposal. The Abatement Contractor is responsible for this specific type of hazardous waste disposal.

e. All non-characteristic hazardous materials that do not require removal prior to demolition are not classified as hazardous waste. As per EPA and EPA Standards, non-characteristic hazardous materials becomes part of the demolition debris and must be handled as solid waste under the classification of Construction and Demolition Debris. Regulations for transporting and disposal of construction and demolition debris must be followed. Any Arizona approved landfill accepting this kind of waste can be utilized.

39. ACCEPTANCE OF COMPLETED PROJECT (CONTRACTOR)

a. After the Abatement Contractor has cleaned the abated area and before final acceptance testing is performed, the area will be inspected by ASU’ authorized representative and the Abatement Contractor.

b. During this inspection, the Consultant, in conjunction with the Abatement Contractor will determine areas that need further refinement. Any additional work must be performed prior to the final acceptance testing.

c. The negative air system must remain on until results of the clearance tests prove that the particulate level is below 30 µg/m³. Small scale projects which do not require the use of a negative air system do not need to be cleared by final clearance tests.

d. Application of the new surface treatment will be specified by ASU and must be performed in accordance with the standards specified herein. Reinstallation of all fixtures and restoration of electrical power to all electrical fixtures is the responsibility of the Abatement Contractor.

e. The Abatement Contractor must conduct an inspection to ascertain that all work has been accomplished pursuant to project requirements. The final inspection must include
ASU's authorized representative, as well as other Department representatives that need to be involved.

f. The Abatement Contractor is responsible for and must verify any and all site inspections, estimations of quantity of work, or recognition of unusual or special situations which may affect a timely and scheduled completion of the work.

g. The Abatement Contractor agrees and understands that he/she must supply any and all labor, supervision, installed and consumable materials, equipment, services, testing devices, warehousing, tools, and each and every item of expense necessary for the supply, fabrication, erection, installation, application, handling, hauling, unloading, receiving, evaluation, design engineering, testing, and assembly of the abatement of lead-containing or contaminated materials removed and restoration of areas hereinafter stated in the Contract.

h. The Abatement Contractor must perform all labor in a competent, reliable, and workmanlike manner, including use of subcontractors, superintendents, foremen, and skilled and unskilled employees employed by the Abatement Contractor.

i. Any Abatement Contractor personnel or outside personnel of another trade not employed for lead abatement, but working in a lead-contaminated area, must be informed of the locations and presence of lead as set forth by both Federal and State OSHA regulations.

j. ASU and/or the Consultant has the authority to stop any and all abatement activities at any time that it determines that conditions are not within the specifications or any applicable regulations, or that an unsafe condition exists. The decision to stop work is solely at the discretion of ASU in conjunction with the Consultant.

k. The abatement activity must not continue until the conditions have been corrected to the satisfaction of ASU.

l. Standby time occurring during a stop work condition will be at the Abatement Contractor’s expense.

40. ASU PROGRAM MANAGER/COORDINATOR (CONTRACTOR)

a. The Abatement Contractor reports directly to ASU’s Program Manager or Specialist when a Consultant is not required. The Specialist will be a representative from ASU’s Asbestos/Lead Management Group.

b. The Abatement Contractor must furnish a written estimate of the cost of each project (once the estimate has been finalized, the total guaranteed not-to-exceed, firm, fixed price will govern the over-all project. ASU will not be obligated to honor any additional estimates or amendments to the project, except in special isolated pre-approved instances) based upon the firm, fixed prices stated in the Contract.

c. The Abatement Contractor is required to complete all the work outlined by the estimate, and in the time frame stipulated in the contract.

d. The Abatement Contractor agrees and understands the ASU Program Manager/Coordinator has full and final authority for, but not limited to:
   - Determination of completion of each project
   - Review of work schedules
   - Approval of clean-up procedures
   - Disapproval or approval of the use of certain equipment, personnel, materials, services, and/or procedures
• Establishment of proper safety protocol
• Issuance of stop-work orders for safety, environmentally unsafe activities, procedures, or unnecessary work
e. The Abatement Contractor agrees that the completion of a project is dependent upon
the final removal and disposal of all materials, substances, and/or hazardous wastes.
f. The completion date must conform to the dates specified in any required notification, or
modified/revised notification from the ASU Program Manager.
g. Copies of any revisions to any required notification and an explanation must be
forwarded to ASU Project Manager/Coordinator.
h. A project will be deemed complete at the convenience of ASU by the Project Manager
or Project Coordinator.
i. The Abatement Contractor must submit all copies specified in the project contract for
payment to the designated representative for certification.
j. The Abatement Contractor must keep a complete record of all labor, equipment,
materials, and outside services expended in the performance of a project under the
contract, and must include such record as a closeout document with the final invoice for
services. If a Consultant is on the project, this close-out documentation must go to that
firm and the invoice sent to ASU once the close-out is received by ASU. This close-out
must be one (1) unbound copy and one (1) flash drive.
k. Health and Safety Program: The Contractor must have an existing health and safety
program which must comply with OSHA (Reference 29 CFR 1910) and EPA
commended standards (per CERCLA and/or RCRA) and includes, but is not
limited to:
  • Contractor’s health and safety policies and responsibilities
  • Key personnel and their health and safety responsibilities
  • Employee responsibilities
  • Personal protective equipment capabilities, including respiratory protection
    programs
  • Standard work practices
  • Medical monitoring program for field personnel
  • Exposure monitoring program for field personnel
  • Site Specific Health and Safety Plans
l. Site Specific Health and Safety Plans— Prior to doing any work at ASU, the Contractor
must review a site-specific health and safety plan with all employees, subcontractors,
subcontractor’s employees and other authorized personnel. If time does not permit the
development of a site-specific health and safety plan, the Contractor may develop an
initial on-scene “tailgate” site health and safety plan. However, a Site-Specific Health
and Safety Plan must be developed and submitted as soon as possible. Each site-
specific health and safety plan must comply with Federal and State requirements (EPA,
CERCLA, RCRA or other site safety plan format) and includes, but is not limited to:
  • Identify key personnel for the project, including: specific assignment for the project;
    and health and safety responsibilities
  • Summary of risk assessment for the project, including: threat to workers; threat to
    nearby community (if applicable); assessment of worker exposure; and threat to the
    environment
  • Personal Exposure Air monitoring plan (if necessary) for the project, including:
    ambient air quality; assessment of work exposure; and determination of acute
    exposure to any hazardous substances while working on site
  • Personal protective equipment selected for the project
• Written specific decontamination procedures for personnel and equipment
• Listing of general safe work practices for on-site activities
• Description of security measures established for the site
• Evacuation plan for employees
• Emergency response plans established for the project, including: on-site emergencies; off-site emergencies; nearby community protection (if applicable); and medical response
• Worker training requirements for the project
• Medical surveillance program for field staff including: determination that worker can use respiratory protection (if applicable); determination on physical condition to withstand stresses such as heat stress; specific biological monitoring of exposure conditions; and documentation of the various elements of safety plan and site activities
m. The General Method of Approach as addressed in this section must be used in conjunction with the On-Site Method of Approach

41. RESTORATION OR REPLACEMENT OF DAMAGED BUILDING MATERIALS (CONTRACTOR)

a. If included in Contractors agreed Scope of Work, all restoration/replacement design, materials and workmanship must comply with current accepted codes and standards, current ASU Design Guidelines, ASU Accessibility compliance, ASU Food Safety compliance and ASU Environmental Health & Safety compliance.

b. Permits, Fees and Notices: The Contractor must secure and pay for the instruction permit and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of a Contract and which are legally required.

c. The Contractor must give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

d. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he must promptly notify ASU and any necessary changes will be made by the appropriate Modification.

e. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to ASU, the Contractor will assume full responsibility therefore and will bear all costs attributable thereto.

42. CONTRACTOR USE OF ASU PROPERTY (CONTRACTOR)

a. The Contractor must limit the storage of materials and equipment to areas indicated or designated by ASU.

b. At no time during the work under the Contract will the Contractor place, or cause to be placed, any material or equipment, etc., at any location that would impede or impair access to or from the present facilities without prior written approval by ASU.
c. The Contractor must cooperate with ASU to the fullest extent in providing traffic control during the course of construction in order to minimize inconvenience to ASU and the general public.

d. The Contractor must send proper notices, make all necessary arrangements, and perform all services required for the care and maintenance of all affected ASU and public utilities. The Contractor must, during the construction period and until final acceptance of the work as a whole, assume all responsibility for the care and maintenance of all affected ASU and public utilities.

e. It is of paramount importance that the work awarded under this RFP does not interfere in any way with the normal operation of the existing utility services. No interruption of the utility services can be allowed. Contractor must coordinate all work affecting services in the affected building with the ASU Program Manager.

43. TEMPORARY FACILITIES, UTILITIES and CONTROLS (CONTRACTOR)

a. Contractor must provide all labor, material, equipment and services necessary to furnish, erect and maintain temporary facilities and controls and perform temporary work required in the performance of the Contract. Contractor must limit his storage and office operations to the areas defined during the project initiation.

b. Maintenance and Removal: Contractor must maintain temporary facilities and controls in a clean, proper, safe operating and sanitary condition for the duration of the Contract. Upon completion of the Contract, Contractor must remove all temporary facilities and controls from the premises.

c. Toilet Facilities: Contractor must provide temporary toilet facilities for use by all workmen and enforce their use by all personnel. These facilities must be maintained in clean, sanitary conditions with adequate supplies of paper products and hand cleansers.

d. Contractor must provide facilities complying with local and State sanitary laws and OSHA regulations

e. Accessibility of Valves & Controls: No equipment that has to be operated or maintained, such as valves, traps, controls, unions, motors, etc., will be placed in an inaccessible location.

f. Potable Water: Contractor must supply adequate cool, pure drinking water with individual drinking cups or sanitary bubbler fountain for the use of employees on the project. The quality of the drinking water must meet the standards for public water supplies of the County Health Department.

g. Electric power, if available, will be provided by ASU

h. If electric power has been de-energized due to, temporary electric power as required for the Contractor’s use, the Contractor must provide power. The Contractor must make arrangements for and install all generating equipment, poles, meter, wiring, switches, outlets, etc., to provide necessary electrical power for all lighting and power requirements for construction purposes

i. Any necessary temporary power poles must be located inside the contract limits or other termination as arranged with ASU

j. Contractor must remove all temporary electrical equipment, poles, meter, wiring, switches, outlets, etc. when no longer needed.

k. Water Services will be supplied by ASU. If the Contractor requires use of water in quantities greater than that supplied by building hose bibs, Contractor must obtain
temporary meter from City of Tempe, and pay costs of installation and use. Contractor must make all arrangements; install equipment, piping, and outlets for an adequate supply of clean water for construction purposes.

44. **FIRE PROTECTION (CONTRACTOR)**

Contractor must provide adequate fire extinguishers on the premises during the course of abatement, of the type and sizes recommended by the NFPA and the Uniform Fire Code ([http://www.nfpa.org/](http://www.nfpa.org/) ) to control fires resulting from the particular work being performed and instruct employees in their use. Contractor must place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, tar pots, kettles, etc., no work will begin or equipment used unless fire extinguishers of approved type and capacity are placed in the working area and are available for immediate use by the workman. All Polyethylene sheeting must be fire rated.

45. **TEMPORARY ENCLOSURES, BARRIERS AND FENCES (CONTRACTOR)**

a. Contractor must provide and maintain all fences, barricades, lights, shoring and other protective structures or devices necessary for the safety of workmen, equipment, the public and property as required by State or municipal laws and regulations, local ordinances, laws and other requirements of the County, State, and other authorities having jurisdiction with regard to safety precautions, operation and fire hazards.

b. Contractor must provide and maintain pumping facilities, including power, for keeping the site, excavations and structure free from accumulations of water at all times, whether from underground seepage, rainfall, drainage or broken line.

c. Contractor must provide 6-foot high woven wire temporary fencing equipped with a visual barrier fabric around the construction area. ASU will provide approval for the fence and its exact location. Contractor must erect and secure fencing in a manner to withstand the forces to which it may be subjected. Contractor must locate gates for access to the areas as required and close and lock all gates after normal working hours. Contractor must furnish duplicate sets of keys to all gate locks to the ASU Program Manager.

46. **SCAFFOLD, STAGING, and ETC. (CONTRACTOR)**

The Contractor must provide, install, and maintain all scaffold, staging, trestles, and planking necessary for the work in strict conformity with applicable laws, ordinances, and maintenance of same so as not to interfere with or obstruct the work of other trades. Additionally, the Contractor must provide all forms of protection necessary to preserve the work of other trades free from damage.
47. SECURITY (CONTRACTOR)

a. Contractor must provide exterior security lighting around perimeter of site during all phases of construction as needed. Lighting must adequately illuminate all portions of jobsite.
b. Contractor must provide such watchman's service as necessary to protect both the Contractor and ASU's interest during the progress of construction. ASU does not assume any responsibility, at any time, for the protection of the construction project and construction premises or for the loss of materials, from the time that operations have commenced until the final acceptance of the Work. If watchman's service is deemed necessary by the Contractor, such protection must be provided by the Contractor.

48. NOISE, DEBRIS and DUST CONTROL (CONTRACTOR)

a. Contractor must exercise all possible care to control excessive noise and dust during the project. Traffic or exterior construction areas must be sprinkled with water in accordance with applicable County requirements.
b. ASU may require the Contractor to cease or reschedule any activities that interrupt or disturb the normal course of operation of the University. The Contractor must immediately comply with said request.
c. All debris, etc., must be removed from all pipe, pipe chases or other such remote and hidden spaces prior to closing of said space.

49. CONSIDERATION of OPERATION of ASU's FACILITIES (CONTRACTOR)

The Contractor's work must be so executed as to provide safe and lawful ingress and egress to ASU's existing establishments at all times. Where construction work may interfere with ASU's operation, the Contractor must make necessary arrangements in advance with ASU. Connections to existing facilities must be requested in writing four (4) days in advance. Requests must be directed by the Contractor to the Office of the Director of Facilities Management, Arizona State University, Tempe, with a copy to the ASU Program Manager. ASU will issue permission to make the requested connections in writing, and will comply as closely as possible with the Contractor's request. First consideration must be given to the University's requirements. No connections will be made until formal permission is granted. No existing valves or switches will be operated by the Contractor. The University will assign personnel for this purpose.

50. CUTTING AND PATCHING OF WORK (CONTRACTOR)

a. The Contractor is responsible for all cutting, fitting or patching that may be required to complete the work or to make any and all parts fit together properly.
b. The Contractor must not damage or endanger any portion of the work or the work of ASU or any separate contractors by cutting, patching or otherwise altering any work.
c. The Contractor must not cut or otherwise alter the work of ASU or any separate contractor except with the written consent of ASU and of such separate contractor.
d. The Contractor must not unreasonably withhold from ASU or any other separate contractor his consent to cutting or otherwise altering the work.

e. Any part of finished work damaged during installation or prior to Substantial Completion of work must be repaired so as to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of work. Where this cannot be fully accomplished, the damaged item or part must be replaced.

f. Contractor must, in all cases, exercise extreme care in cutting operations, and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings must be neatly cut and will be kept as small as possible to avoid unnecessary damage.

g. All replacing, patching and repairing of materials and surfaces cut or damaged in the execution of the work must be performed by experienced mechanics of the trades involved. Such replacing, repairing and/or patching must be done with the applicable materials, in such a manner that all surfaces so replaced will, upon completion of the work, match the surrounding similar surfaces.

51. CLEANING (CONTRACTOR)

a. The Contractor must at all times will keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of the work, the Contractor must remove all their waste materials and rubbish from the Project site as well as tools, construction equipment, machinery and surplus materials.

b. Should the Contractor fail to clean up debris within twenty-four (24) hours of receipt of written request by ASU, ASU will have the authority to provide clean-up services and deduct said services from the Contractor's contract.

c. Contractor must provide general cleaning of all items installed and areas of removal under this RFP.

d. Contractor must leave Project site free of stains, damage, or other defects prior to final acceptance.

e. Contractor must include washing, sweeping, polishing of all finished wall surfaces, floors, windows, hardware, mirrors, lighting fixtures and equipment items.

f. Contractor must replace damaged or defaced items not acceptable to ASU’s satisfaction at no additional expense to ASU.

g. During Construction, each Contractor must:
   • Clean up all waste materials, rubbish, and debris resulting from their own operations daily
   • Place waste materials, rubbish, and debris from operations into approved containers outside of building in an area designated by ASU
   • Oversee cleaning and ensure that the Project site is maintained free from accumulations of debris
   • At reasonable intervals, minimum once a week, clean up entire site of excess debris and dispose of debris off-site
   • Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces of fixtures, hardware, and equipment such as elevators
   • Repair, patch, and touch-up marred surfaces to match adjacent finishes damaged by his own operations
52. **PROJECT CLOSEOUT (CONSULTANT AND CONTRACTOR)**

a. Furnish all labor, materials, tools, equipment, and services for project closeout as indicated in accordance with the provisions of the Contract Documents.
b. Coordinate closeout with all subcontractors, contractors or consultants, and materials suppliers.
c. Furnish all supplementary or miscellaneous information incidental to, or necessary for, complete project information.
d. A close out in a final report format should list a description of activities while onsite, any recommendations, all testing results, air sampling results and any waste manifests generated during the course of the project, signed by the landfill.
e. Final Application for Payment will not be accepted and processed until ASU deems that the Work is satisfactorily completed, including "punch list" items; and that all closeout documents, air sampling results, and signed waste manifest have been submitted to the Asbestos Program Representative and that the Program Manager determines that all required documents, have been received and are complete.
f. Close-out project report will include, but is not limited to, copies of worker licenses, disposal records, supervisor logs, and material usage. Copies of any permits or notifications will be included as well.

53. **EVALUATING CONSULTANTS AND CONTRACTORS BY ASU**

ASU will evaluate, at its discretion, the performance of awarded Consultants and Contractors using a format similar to that of Attachment 10.

54. **VALUE ADDED SERVICES**

Please provide a summary of any other value added services or programs which may contribute to the overall value of your proposal, including but not limited to:

- Training
- Industry partnerships
- Support of ASU's Charter and goals
- Support of Sustainable development (including sustainability education programs), veterans' affairs, initiatives in support of women, wellness, and our changing regional demographics
- Support and enhancement of ASU's reputation as an innovative, foundational model for the New American University
- Commitment to provide significant financial and non-financial support for the University and its signature programs.
SECTION VI – GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions the University is committed to buying goods and services from manufacturers and suppliers who share the University’s environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

Proposer shall use environmentally preferable products, materials and companies where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products and companies that serve the same purpose. If two (2) products are equal in performance characteristics and the pricing is within 5%, the University will favor the more environmentally preferable product and company.

If you are citing environmentally preferred product claims, you must provide proper certification or detailed information on environmental benefits, durability and recyclable properties.

The University and the supplier may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the university’s performance needs.

Unless otherwise specified, proposers and contractors should use recycled paper and double-sided copying for the production of all printed and photocopied documents. Furthermore, the documents shall be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.

Proposer shall minimize packaging and any packaging/packing materials that are provided must meet at least one of, and preferably all, of the following criteria:

- Made from 100% post-consumer recycled materials
- Be recyclable
- Reusable
- Non-toxic
- Biodegradable

Further, proposer is expected to pick up packaging and either reuse it or recycle it. This is a requirement of the contract or purchase order.
SECTION VII – PROPOSER QUALIFICATIONS

The University is soliciting proposals from firms, which are in the business of providing services as listed in this Request for Proposal. Your proposal shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of your proposal.

1. All proposers must provide information about their organization by completing and submitting the following Attachments:
   - Attachment 2 – Experience and Capacity Questionnaire.
   - Attachment 3 – Organization Profile

2. All proposers must provide three (3) customer references from comparable institutions, for similar products or services specified in this RFP by completing and submitting the following Attachment:
   - Attachment 4 – References

3. All proposers must provide information on key company personnel and subcontractors that will provide services under this RFP by completing and submitting the following Attachments:
   - Attachment 5 – Key Personnel
   - Attachment 6 – Proposed Subcontractors and Additional Subcontracted Services

4. Financial Statements:

   Option A. Proposers who have audited financial statements must provide the following:

   Audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

   Firm’s Name
   Confidential – Financial Statements

   Option B. Proposers who might not have audited financial statements must provide the following:

   It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm’s two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

   Firm’s Name
   Confidential – Financial Statements
5. All Proposers must provide evidence of background check process. Background checks by Proposer must comply with all applicable laws, rules and regulations. Proposer further agrees that the background checks as required in the agreement, are necessary to preserve and protect public health, safety and welfare. Complete and submit the following Attachment:

- Attachment 7 – Background Check Process
SECTION VIII – EVALUATION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first:

1. Response to Section V – Specifications/Scope of Work (20%)
2. Response to Section VII – Proposer Qualifications (25%)
3. Response to Section IX – Pricing Schedule (35%)
4. Response to Sustainability Efforts – Section VI and Attachment 10 - Supplier Sustainability Questionnaire. (10%)
5. Response to Section XII – Acknowledgment and acceptance of ASU Terms and Conditions (10%)
SECTION IX – PRICING SCHEDULE

Proposer must submit a detailed cost proposal to include all aspects of providing the scope of work associated with this Request for Proposal, including but not limited to the following:

Consultant proposers must submit:

Attachment 8.1 – Labor Rates for Asbestos Consultants
Attachment 8.2 – Price Schedule for Asbestos Consultant Services
Attachment 8.3 – Labor Rates for Lead Consultant
Attachment 8.4 – Price Schedule for Lead Consultant Services
Attachment 8.8 – Supplemental Pricing (if applicable)

Contractor proposers must submit:

Attachment 8.5 – Labor Rates for Asbestos Abatement Contractors
Attachment 8.6 – Pricing Schedule for Abatement Contractor Equipment
Attachment 8.7 – Labor Rates for Lead Abatement Contractors
Attachment 8.8 – Supplemental Pricing (if applicable)
SECTION X – FORM OF PROPOSAL/SPECIAL INSTRUCTIONS

Format of Submittal

To facilitate direct comparisons, your proposal must be submitted in the following format:

- **One (1)** clearly marked hardcopy “original” in 8.5” x 11” double-sided, non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of proposal; and

- **One (1) “single”** continuous electronic copy (flash drive only), PC readable, labeled and no passwords.

- Any confidential and/or proprietary documents must be on a separate flash drive and labeled appropriately.

- Proposer must check all flash drives before submitting. Company marketing materials should not be included unless the Request for Proposal specifically requests them. All photos must be compressed to small size formats.

Content of Submittal

If proposer fails to provide any of the following information, with the exception of the mandatory proposal certifications, the University may, at its sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

- Response to Section V – Specifications/Scope of work

- Response to Section VII – Proposer Qualifications

- Response to Section IX – Pricing Schedule

- Sustainability Efforts – Section VI and Attachment 9 - Supplier Sustainability Questionnaire

- Response to Section XII – Acknowledgment and acceptance of ASU Terms and Conditions

- Mandatory certifications and Substitute W-9 as per Section XIII
SECTION XI – Intentionally Omitted
SECTION XII – AGREEMENT - TERMS & CONDITIONS

ASU will issue a Purchase Order(s) for goods and/or services awarded under this RFP.

The parties to the Purchase Order will be bound by the ASU Terms and Conditions effective on the date the purchase order is received. The ASU Terms and Conditions are available at https://www.asu.edu/purchasing/pdf/Stand_TsCs_Provisions.pdf.

Insurance requirements are within this RFP and will be included in any resulting Purchase Order.

Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed non responsive and may be rejected. All exceptions must be submitted with justification and alternate language, and MUST be submitted with the proposal.

ASU Terms and Conditions Amendment: Unless and until the District Court's injunction in Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S.35-393.01 (A)) is unenforceable and the State will take no action to enforce it. Offers will not be evaluated based on whether this certification has been made.
Insurance Requirements

Without limiting any liabilities or any other obligation of Supplier, Supplier will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by Supplier, its agents, representatives, employees or subcontractors, as described below.

These insurance requirements are minimum requirements for the Agreement and in no way limit any indemnity covenants in the Agreement. ASU does not warrant that these minimum limits are sufficient to protect Supplier from liabilities that might arise out of the performance of the work under the Agreement by Supplier, its agents, representatives, employees, or subcontractors. These insurance requirements may change if Supplier is a foreign entity, or with foreign insurance coverage.

A. Minimum Scope and Limits of Insurance: Supplier’s insurance coverage will be primary insurance with respect to all other available sources. Supplier will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage.
   - General Aggregate: $2,000,000
   - Products – Completed Operations Aggregate: $1,000,000
   - Personal and Advertising Injury: $1,000,000
   - Contractual Liability: $1,000,000
   - Fire Legal Liability (only if Agreement is for leasing): $50,000
   - Each Occurrence: $1,000,000

a. Policy will include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Supplier.”

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.

c. Supplier agrees that for any project within the City of Phoenix limits it will, in addition to the limits set forth above, procure and maintain a minimum limit for General Aggregate of its Commercial General Liability Insurance policy of at least $5,000,000. The policy shall name the City of Phoenix as an additional insured and will include a waiver of subrogation against the City of Phoenix. This requirement to add the City of Phoenix is in addition to the standard required endorsement as additional insured and waiver of subrogation in each insurance policy listed herein.

2. Automobile Liability. If Supplier will be driving on ASU campus or on ASU business the following section will apply: Policy will include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of the Agreement in the following amounts. If Supplier is not an individual then coverage will be a combined single limit of $1,000,000. If Supplier is an
individual then coverage will be $100,000 per person, $300,000 per accident, and $50,000 property
damage.

a. Policy will include the following additional insured language: “The State of Arizona, its
departments, agencies, boards, commissions, universities, and its officers, officials, agents, and
employees, will be named as additional insureds with respect to liability arising out of the activities
performed by or on behalf of Supplier, involving vehicles owned, leased, hired, or borrowed by
Supplier.”

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments,
agencies, boards, commissions, universities, and its officers, officials, agents, and employees,
for losses arising from work performed by or on behalf of Supplier.

c. Policy will contain a severability of interest provision.

d. Supplier agrees that for any project within the City of Phoenix the policy shall name the City of
Phoenix as an additional insured and will include a waiver of subrogation against the City of
Phoenix. This requirement to add the City of Phoenix is in addition to the standard required
endorsement as additional insured and waiver of subrogation in each insurance policy listed
herein.

3. Worker’s Compensation and Employers’ Liability. Applicable statutory limits, as amended from
time to time.

a. Employer’s Liability in the amount of $1,000,000 injury and disease.

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments,
agencies, boards, commissions, universities, and its officers, officials, agents, and employees,
for losses arising from work performed by or on behalf of Supplier.

c. This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901,
when such contractor or subcontractor signs the Sole Proprietor Waiver Form.

d. Supplier agrees that for any project within the City of Phoenix the policy will include a waiver
of subrogation against the City of Phoenix. This requirement to add the City of Phoenix is in
addition to the standard required endorsement waiver of subrogation in each insurance policy
listed herein.

4. Technology/Network Errors and Omissions Insurance. The terms of this section apply if: 1) ASU
is purchasing or leasing software, or processing a software renewal; 2) Supplier is creating any
code for ASU; 3) Supplier receives, stores, or analyzes ASU Data (including if the data is not
online); 4) Supplier is hosting, or managing by infrastructure outside of ASU, including in the
cloud, ASU Data; OR 5) ASU is purchasing or leasing equipment that will connect to ASU’s data
network.

- Each Claim $2,000,000
- Annual Aggregate $4,000,000

a. This insurance will cover Supplier’s liability for acts, errors and omissions arising out of
Supplier’s operations or services, including loss arising from unauthorized access, or use that

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results in identity theft or fraud.

b. If the liability insurance required by the Agreement is written on a claims-made basis, Supplier warrants that any retroactive date under the policy will precede the effective date of the Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under the Agreement is completed.

c. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

5. Professional Environmental Liability. Supplier will provide professional environmental liability coverage as follows:

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

a. If the professional environmental liability insurance required by the Agreement is written on a claims-made basis, Supplier warrants that any retroactive date under the policy will precede the effective date of the Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for two (2) years beginning at the time work under the Agreement is completed.

b. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

6. Contractor’s Pollution Liability. Supplier will provide contractor’s pollution liability coverage as follows:

- Each Claim $1,000,000
- Annual Aggregate $2,000,000

a. The policy is to be written on an “occurrence” basis with no sunset clause. In the event that the Pollution Liability insurance required by this Agreement is written on a claims-made basis, Supplier warrants that any retroactive date under the policy shall precede the effective date of this Agreement. That either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years beginning at the time this Agreement is terminated.

b. The policy shall include Non-Owned disposal Site coverage.

c. Policy will include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Supplier, involving vehicles owned, leased, hired, or borrowed by Supplier.”

d. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.
e. Supplier agrees that for any project within the City of Phoenix the policy shall name the City of Phoenix as an additional insured and will include a waiver of subrogation against the City of Phoenix. This requirement to add the City of Phoenix is in addition to the standard required endorsement waiver of subrogation in each insurance policy listed herein.

7. Pollution Legal Liability. If the Supplier is the owner/operator of the disposal site, the policy will include pollution legal liability coverage as follows:

- Each Claim $1,000,000
- Annual Aggregate $2,000,000

a. The policy is to be written on an “occurrence” basis with no sunset clause. In the event that the Pollution Liability insurance required by this Agreement is written on a claims-made basis, Supplier warrants that any retroactive date under the policy shall precede the effective date of this Agreement. That either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years beginning at the time this Agreement is terminated.

b. The policy shall include Non-Owned disposal Site coverage.

c. Policy will include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Supplier, involving vehicles owned, leased, hired, or borrowed by Supplier.”

d. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Supplier.

e. Supplier agrees that for any project within the City of Phoenix the policy shall name the City of Phoenix as an additional insured and will include a waiver of subrogation against the City of Phoenix. This requirement to add the City of Phoenix is in addition to the standard required endorsement waiver of subrogation in each insurance policy listed herein.

B. Cancellation; Material Changes: Cancellation notices will be delivered to ASU in accordance with all policy provisions. Notices required in this Section must be sent directly to ASU Purchasing and Business Services, email Insurance.certificates@asu.edu or mail to PO Box 875212, Tempe, AZ, 85287-5212.

C. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A- VII. ASU in no way warrants that the above required minimum insurer rating is sufficient to protect Supplier from potential insurer insolvency. Self-Insurance may be accepted in lieu of or in combination with insurance coverage requested.

D. Verification of Coverage: Each insurance policy required by the Agreement must be in effect at or prior to commencement of work under the Agreement and remain in effect for the term of the Agreement. Failure to maintain the insurance policies as required by the Agreement, or to provide evidence of renewal, is a material breach of contract.
If requested by ASU, Supplier will furnish ASU with valid certificates of insurance. ASU’s project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and ASU may require complete, certified copies of policies at the time of notice of any loss or claim.

E. **Subcontractors.** Supplier’s certificate(s) may include all subcontractors as insureds under its policies as required by the Agreement, or Supplier will furnish to ASU upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

F. **Approval.** These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in the Agreement will require the approval of ASU’s Department of Risk and Emergency Management.
SECTION XIII – MANDATORY CERTIFICATIONS

(Fillable PDF versions of mandatory certifications are located on-line under Supplier Forms: http://cfo.asu.edu/purchasing-forms. ORIGINAL signatures are REQUIRED for either version.)

CONFLICT OF INTEREST CERTIFICATION

____________________
(Date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

The undersigned certifies that to the best of his/her knowledge: (check only one)

( ) There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

________________________________ _________ ______________________
(Email address)   (Address)

________________________________ _________ ______________________
(Signature required)   (Phone)

________________________________ _________ ______________________
(Print name)   (Fax)

________________________________ _________ ______________________
(Print title)   (Federal Taxpayer ID Number)
FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

_____________________
(Date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
   (i) The Offeror and/or any of its Principals—

   (A) (check one) Are (   ) or are not (   ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) can be found at https://www.sam.gov/index.html/#1#1.)

   (B) (check one) Have (   ) or have not (   ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

   (C) (check one) Are (   ) or are not (   ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

   (ii) The Offeror (check one) has (   ) or has not (   ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

   (2) (a) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
(b) The Offeror will provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

______________________________  ____________________________
(Email address)                     (Address)

______________________________  ____________________________
(Signature required)                (Phone)

______________________________  ____________________________
(Print name)                        (Fax)

______________________________  ____________________________
(Print title)                       (Federal Taxpayer ID Number)

(Federal Debarred List Continued)  (Rev. 4/22/14)
ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

_____________________
(Date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(Signature page follows)
(Email address)   (Address)

(Signature required)  (Phone)

(Print name)   (Fax)

(Print title)  (Federal Taxpayer ID Number)

(Anti-Lobbying Certificate Continued)
(Rev. 4/22/14)
LEGAL WORKER CERTIFICATION

(Date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

Authorized Presence Requirements. As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Vendor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract ASU retains the legal right to inspect the papers of any Contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

A breach of the foregoing warranty shall be deemed a material breach of the contract. In addition to the legal rights and remedies available to the University hereunder and under the common law, in the event of such a breach, the University shall have the right to terminate the contract. Upon request, the University shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

______________________________   ________________________________
(Email address)   (Address)

______________________________
(Signature required)

______________________________
(Phone)

______________________________
(Print name)

______________________________
(Fax)

______________________________
(Print title)

______________________________
(Federal Taxpayer ID Number)

(Rev. 6/23/14)
All service providers are required to read and sign this ASU Service Provider Acknowledgement prior to performing work on ASU property. Failure on the part of the service provider to comply with these requirements may result in termination of the contract with ASU.

SERVICE PROVIDER ACKNOWLEDGEMENT

Arizona State University (ASU) is committed to protecting the health and welfare of students, faculty, staff, visitors, and to the environment. Accordingly, it is important that all members of the ASU community recognize and share this commitment and comply with the environmental, health and safety policies, rules, procedures and regulations governing ASU campus activities.

ASU is also looking to the community, including service providers, for cooperative and responsible leadership that will help the University implement a safer environment through safer practices and more sustainable solutions.

Towards this end, it is ASU’s expectation that all service providers have the responsibility for environmental, health, and safety issues created or otherwise arising from or related to their work under their contract with ASU.

The service provider shall ensure that its employees are properly identified (e.g. officially issued picture ID and/or badge) and have been instructed about the boundaries of their work areas. Service providers will comply with all applicable local, state, and federal rules and regulations, including those related to the Occupational Safety and Health Act (OSHA) of 1970.

For all service providers, ASU is providing a few general guidelines in this document concerning conducting work on ASU Job Sites.

SERVICE PROVIDER DEFINITION

Refers to any individual, company, or corporation who is hired by ASU or an ASU employee to provide construction, repair or maintenance related services on ASU property or facilities.

GENERAL SITE INFORMATION

Failure on the part of the service provider to comply with the following requirements may result in termination of the contract with ASU. Prior to working in areas where site-related hazards might be present, all service providers shall consult with the project manager for more information

- Permission must be obtained from the project manager whenever it is necessary for personnel to go to the roof of any building.

- Lunch and break areas are to be coordinated through the project manager.

- Pedestrians should use walkways where provided. Shortcuts shall not be taken through operating areas.

- Explosives of any type are prohibited on the site with the exception of powder actuated tools.

- Barricading of ASU streets (it is required that ASU Police at 480-965-3456 must be contacted prior to any barricades being set).

- Compliance with any applicable dust control requirements are the responsibility of the service provider.
• It is the service provider’s responsibility to remove excess materials, such as paints, oils, adhesives, from ASU property by the end of the project.

• Consult with the project manager and ASU Environmental Health and Safety (EHS) if the project will involve regulated ASU waste, such as potentially contaminated soil, light bulbs or oil.

• Chemicals, paints, oils, fuels, etc. must be located so as to avoid potential contamination of storm drains and dry wells. The project manager will assist with determining the appropriate location.

PARKING (Park in specified areas only)
The proper parking permit must be secured from ASU Parking and Transit Systems (PTS) and displayed appropriately in vehicles. Contact the project manager and/or PTS at 480-965-6124. Do not block entrance ramps, trash docks, and truck doors, etc.

LOCKOUT/TAGOUT
ASU has established very specific control measures related to the control of potentially hazardous energy referred to Lockout/Tagout/Verify for all maintenance and construction related activities at ASU facilities. Each service provider conducting similar activities must adhere to all requirement of the ASU program which mirrors the OSHA Standard 29 CRF 1901.147 as posted on our website (Workplace Community Safety) with the exception of the service provider’s designated lock. Each service provider is required under OSHA regulations to have their own program meeting the standards requirements, but all requirements in the ASU program with the exception of lock color and style must be met including notification of all affected personnel of the Lockout/Tagout/Verify activity, logging activities, and transitioning to equipment out of service. Service providers may be required by their project manager to post notices identifying their designated locks. At no time may Lockout/Tagout devices be used for equipment out of service.

ELECTRICAL SERVICES
Work on live electrical services at 50 volts or higher is prohibited unless permitted through your project manager under the ASU Electrical Safety Program. All work on electrical services must be locked out as required under 29 CFR 1910.147.

DISCLOSURE OF ASBESTOS, LEAD AND/OR OTHER HAZARDOUS MATERIALS
ASU is informing all service providers of the potential presence of asbestos (e.g. which may be found in caulk, sheetrock joints, vinyl tiles, etc), lead, and/or other hazardous materials at ASU. Depending on the location(s) of your work, there may be one or more of these materials present. It is your responsibility to discuss the full scope of your work with the project manager or designee so that you have the appropriate information related to asbestos, lead and/or other potentially hazardous materials. If the scope of your work changes, contact your project manager or designee before proceeding to determine if the change in scope may involve the potential disturbance of asbestos, lead and/or other hazardous materials.

Should there be changes to your scope of work affecting areas outside of your original contract area, or, if unforeseen or unidentified suspect materials be uncovered or discovered during your work, you are required to stop all work which would impact those materials until they can be evaluated and tested by ASU. Immediately upon discovery of any unidentified or unforeseen building material, you must notify the project manager to arrange for ASU to evaluate and test the materials.

Prior to your work taking place, inspections for asbestos, lead and other potentially hazardous materials must be (or have been) conducted by ASU, and identified materials (containing asbestos, lead or other hazardous materials) that would be disturbed by your current scope of work will be (or have been)
removed or isolated in such a manner as to prevent potential exposure. Please contact ASU Asbestos Program Manager at 480-965-7739 to determine if, based on your current scope of work, there any remaining materials which are or may be present in adjacent location(s), but should not be disturbed.

Your signature on this document acknowledges you received this disclosure and that you had the opportunity to review your scope of work with the project manager or designee.

The Service Provider Job-Site Safety Information orientation document is meant to serve as a guide for the service provider, any and all of its supervisors, and any and all of its subcontractors during their performance within the scope of work under their contract with ASU. Although the document sets forth certain guidelines and rules of operations on ASU sites, it is not intended to address every potential safety and health issue that may arise during the scope of the contracted work. IT DOES NOT COVER EVERY POSSIBLE SITUATION.

While ASU retains the right to periodically review the work of any service provider, its supervisors, or its subcontractors, ASU does not assume responsibility for any issues identified outside of contract compliance.

TEMPE CAMPUS UTILITY TUNNEL SYSTEM
Asbestos exists in the underground utility tunnel system located on the Tempe Campus of ASU. It is your responsibility to discuss the scope of your work with the project manager or designee in order to provide you with any further information related to asbestos issues which may be encountered during any work in the tunnels.

The gravel or earthen flooring material throughout the tunnel system has become contaminated material from historical damage and repair to pipe insulation. Walking on, or other disturbance to, the flooring material may cause entrained asbestos fibers to become airborne.

In addition, asbestos is present in most thermal system insulation applied to steam, steam condensate and hot water piping. The disturbance of insulation materials is strictly prohibited.

ASU has determined that persons working in the underground utility tunnel system may be potentially exposed to airborne asbestos fibers at or above the OSHA permissible exposure limit of 0.1 fibers per cubic centimeter (f/cc).

Service providers are advised that airborne fibers which exist in the tunnel areas may be below the minimum length of five microns capable of being detected by analysis using Phase Contrast Microscopy (PCM) analytical techniques. Airborne fibers within the tunnels are detectable using Transmission Electron Microscopy (TEM) methods. Each service provider is responsible for ensuring proper use of personal protective equipment including respiratory protection at all times while working in the Tempe tunnel system.

Contaminated waste materials generated by use of such personal protective equipment are required to be appropriately packaged in Department of Transportation-approved and labelled asbestos waste bags. Bags are to be removed from ASU property and properly disposed at the end of each work shift. Bags staged to accept waste are required to contain visible labels that clearly identify the name of the firm generating the waste, contact phone numbers, the dates, where the waste was generated, and the ASU project number.

It is your responsibility to discuss the scope of work conducted within the tunnel system with your employees, or sub-contracted employees, and to provide the appropriate training, personal protective equipment and air monitoring as required by OSHA.
POLYTECHNIC CAMPUS
The Polytechnic Campus is subject to specific excavation requirements. Contact EHS at 480-965-1823 if the project involves excavation at the Polytechnic Campus.

Accordingly, ASU expects each service provider to supplement the provisions contained in the Service Provider Job-Site Safety Information & Guidelines Orientation document with proper instructions and work practices that, based on knowledge and experience, will help decrease the likelihood of injury to service provider employees, subcontractors’ employees, and to others, as well and prevent damage to property and material on ASU sites.

[Service Provider Name]________________________________________________________

[Street Address]____________________________________________________________

[City, State Zip]_____________________________________________________________

The above service provider certifies that they, any and all of its subcontractor’s, or its supervisors, prior to commencing any work on an ASU site, have reviewed and understand the contents of the Service Provider Job-Site Safety Information & Guidelines Orientation document located at EHS Safety Manual and/or have attended the Service Provider Job-Site Safety Information & Guidelines orientation program produced by ASU Environmental Health and Safety. By having their representative sign and date this document prior to commencing any work, the service provider accepts, and agrees to the provisions of these Acknowledgement Clauses.

[Name]______________________________________________________________

[Title]______________________________________________________________

______________________________________________________________

Employer Representative Signature                      Date
LIST OF ATTACHMENTS

Attachment 1 – Offeror’s Method of Approach
Attachment 2 – Experience and Capacity Questionnaire
Attachment 3 – Organization Profile
Attachment 4 – References
Attachment 5 – Key Personnel
Attachment 6 – Proposed Subcontractors and Addition Subcontracted Services
Attachment 7 – Background Check Process
Attachment 8.1 – Labor Rates for Asbestos Consultants
Attachment 8.2 – Price Schedule for Asbestos Consultant Services
Attachment 8.3 – Labor Rates for Lead Consultants
Attachment 8.4 – Price Schedule for Lead Consultant Services
Attachment 8.5 – Labor Rates for Asbestos Abatement Contractors
Attachment 8.6 – Pricing Schedule for Abatement Contractor Equipment
Attachment 8.7 – Labor Rates for Lead Abatement Contractors
Attachment 8.8 – Supplemental Pricing
Attachment 9 – Supplier Sustainability Questionnaire
Attachment 10 – Sample Evaluation of Consultant or Contractor Job Performance