

**REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF  
ASBESTOS ABATEMENT AND REMOVAL SERVICES  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
ON BEHALF OF  
UMKC CAMPUS FACILITIES  
RFP # 21030  
DUE DATE: November 18, 2020, 2020  
TIME: 2:00 P.M. Central Time**

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:  
James E. Shatto  
Strategic Sourcing Specialist  
University of Missouri Procurement  
615 E. 52<sup>nd</sup> Street, SOE 024  
Kansas City, MO 64110

Date Issued: October 20, 2020

**RFP # 21030**

**ASBESTOS ABATEMENT AND REMOVAL SERVICES**

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## NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of:

### ASBESTOS ABATEMENT AND REMOVAL SERVICES

**RFP #21030** which will be received by the undersigned at University of Missouri Procurement, until **November 18, 2020 at 2:00 p.m.** **The University assumes no responsibility for any supplier's on-time receipt at the designated location for proposal opening.**

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

If you have any questions regarding the RFP, please send them to:

*James E. Shatto*  
*University of Missouri Procurement*  
*615 E. 52<sup>nd</sup> Street, SOE Room 024*  
*Kansas City, MO 64110*  
[shattoj@umsystem.edu](mailto:shattoj@umsystem.edu).

**All questions regarding the RFP must be received no later than 2:00 p.m. Central Time on November 4, 2020.**

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

James E. Shatto

Strategic Sourcing Specialist

University of Missouri Procurement

615 E. 52<sup>nd</sup> Street, SOE Room 024

Kansas City, MO 64110

**UNIVERSITY OF MISSOURI  
REQUEST FOR PROPOSAL (RFP)  
GENERAL TERMS AND CONDITIONS  
&  
INSTRUCTIONS TO RESPONDENTS**

**A. General Terms and Conditions**

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the supplier shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The supplier shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services, and firms when the goods or services to be provided are equally or better suited for the intended purpose. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.

7. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
8. **Supplier Diversity Participation:** The University of Missouri System is committed to and supports supplier diversity as an essential part of the University's mission and core values. To qualify as a Diverse Supplier, the company must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse suppliers should be certified from a recognized certifying agency.

The University of Missouri recognizes the following groups:

- MBE (Minority Owned Business Enterprise)
  - African American
  - Asian American (including Pacific Asian and Subcontinent Asian)
  - Hispanic American
  - Native American
- WBE (Women Owned Business Enterprise)
- DVBE (Service-Disabled Veteran Owned Business Enterprise)
- VBE (Veteran Owned Business Enterprise)
- LGBT (Lesbian, Gay, Bisexual, Transgender)
- DBE (Disadvantaged Business Enterprise)

**Tier 2 Diverse Supplier Spending and Reporting:** The University strongly encourages Supplier Diversity participation in all contracts for goods and services. Tier 2 spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers may be asked to submit Tier 2 information with Women and Diverse Owned Companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms on the contract: Direct and Indirect. Definitions and further explanation of these options is included in the Supplier Diversity Participation Form attached hereto.

**Supplier Diversity Participation Form:** If a respondent will be utilizing a diverse supplier as part of this contract, they must indicate their Supplier Diversity participation levels on the Supplier Diversity Participation Form included in this RFP (see Attachment A). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers will be responsible for reporting Tier 2 diverse supplier participation on an agreed upon timing (e.g. quarterly, annually) when business is awarded.

The University may monitor the supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the supplier from participating in future contracts.

9. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
10. **Anti-Discrimination Against Israel Act:** If this Contract involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
11. **Applicable Digital Accessibility Laws and Regulations:** The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including Section 508 of the Rehabilitation Act, 36 C.F.R., Pt. 1194. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG), as specified by the University of Missouri Digital Accessibility Policy.

Supplier shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.0, Level AA or above); (2) provide the University with an Accessibility Conformance Report detailing the product's current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template (VPAT); (3) if accessibility issues exist, provide a "roadmap" plan for remedying those deficiencies on a reasonable timeline to be approved by the University; (4) promptly respond to assist the University with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from supplier's failure to meet

WCAG guidelines at no cost to the University; and (5) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.

When installation, configuration, integration, updates, or maintenance are provided, the supplier must ensure these processes are completed in a way that does not reduce the original level of WCAG conformance. If at any point after procurement it is determined that accessibility improvements need to be made in order to comply with the WCAG standards, the supplier agrees to work with the University to remedy the non-compliance by submitting a roadmap detailing a plan for improvement on a reasonable timeline. Resolution of reported accessibility issue(s) that may arise should be addressed as high priority, and failure to make satisfactory progress towards compliance with WCAG, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of the agreement.

- 12. Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Supplier agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Supplier with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of MU Health Care, is regulated under federal or state laws with regard to contracting with suppliers. The Respondent represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Respondent agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

**13. Compliance with CDC Guidelines: (If Applicable)**

Due to the changing nature of the COVID-19 pandemic, successful Supplier will monitor and comply with CDC and other federal, state, and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.

**NOTIFICATION TO UNIVERSITY IN EVENT OF POSITIVE COVID-19 CASE:**

In the event any of the successful Contractor's personnel who have or are presently performing services for the University of Missouri (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify the University designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist University in identifying any other persons on the University campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on University's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.

14. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

15. **Contractor Gifts:** The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Policy #26301, Suppliers.

**B. Instructions to Respondents**

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondents' risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from Respondents regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.



The RFP document and any attachments constitute the complete set of specifications and Request for Proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Request for Proposals:** All Request for Proposal PDF documents must be **emailed to [shattoj@umsystem.edu](mailto:shattoj@umsystem.edu)** and submitted in the format as specified in the detailed specifications and labeled: **Request for Proposal #21030 (Volume I or Volume II, See Specs) for ASBESTOS ABATEMENT AND REMOVAL SERVICES, ATTN: James E. Shatto.**

To receive consideration, Request for Proposals must be received, prior to the Proposal due date and time stated in this RFP. It is the respondent's full responsibility for the actual delivery of Proposals

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All Requests for Proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications, it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the Request for Proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondents Proposal and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all

proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

- 3. Submission of Proposals:** Respondent shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all RFP specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the RFP closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing date and time. Proposals may not be modified after the RFP closing date and time. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for RFP closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Assistant Vice President Management Services, UM System shall be final and binding upon all parties.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful Respondent(s) shall enter into a contract prepared by the University. The Contract Documents shall include the Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, Form of Contract, Statement of Work, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made,

the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.

7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

In addition, Contractor's shall, every month, submit an itemized statement for services provided to the university, showing the total amount of work done during the preceding month and the cost thereof. The itemized statement shall include the following information: Date(s) of Service, Location of Service (including the Building Name and Room Number(s)), and Defined Services.

All work and cost determination shall be in accordance with services provided at the accepted bid rate. Upon approval by the university, payment will be made to the contractor. The University will perform periodic spot-checks to verify the contractor is billing their proper measured square footage.

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
11. **Debarment and Suspension Certification:** The Contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
12. **Cooperative Purchasing:** The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, including MU Health Care.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions and public entities in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions and public entities is at the discretion of respondents and shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

**UNIVERSITY OF MISSOURI**  
**DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

**1. OBJECTIVE**

The Curators of the University of Missouri, a public organization, propose to contract on behalf of University of Missouri-Kansas City Campus Facilities (hereinafter referred to as "University") with an organization (hereinafter referred to as "Supplier"), to provide **ASBESTOS ABATEMENT AND REMOVAL SERVICES** as described herein.

This RFP will be awarded on an "ALL OR NONE" basis for a Primary Supplier with Alternate Supplier option.

**2. BACKGROUND UNIVERSITY INFORMATION**

One of four University of Missouri campuses, UMKC is a public university serving undergraduate and graduate students through nationally recognized schools offering a diverse set of programs from Law, Medicine, Dental, Pharmacy, Nursing, Business, Conservatory, Education and Computing and Engineering. The University has a total enrollment of 16,000+ and is comprised of 125+ academic areas. UMKC is highly engaged with the community and economy based on a three-part mission focused on visual and performing arts, health sciences and urban engagement. Additional information about UMKC, its programs, and its organizational structure can be found at <https://www.umkc.edu/about/index.html>.

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana Purchase territory. Today, the University of Missouri is one of the nation's largest higher education institutions with more than 73,000 students, 24,000 faculty and staff on four campuses, an extension program with activities in every county of the state, comprehensive distance learning services and an extensive health care network.

**3. SITE TOUR - Due to the COVID-19 Pandemic, no site tour will be scheduled for this meeting.**

If a contractor wishes to visit the campus to view conditions under which the work must be done, arrangements can be made by contacting:

GREG SILKMAN  
UMKC CAMPUS FACILITIES MANAGEMENT  
1011 EAST 51ST STREET, ROOM 101  
KANSAS CITY, MISSOURI 64110  
Email: [silkmang@umkc.edu](mailto:silkmang@umkc.edu)

#### 4. CONTRACT PERIOD

The Contract Period will be for four (4) years, January 1, 2021 through December 31, 2024 subject to the right to renew the contract for three (3) successive one-year periods, beginning January 1, 2024 to December 31, 2024 and January 1, 2025 to December 31, 2025 and to January 1, 2026 to December 31, 2026. Pricing shall remain firm during the initial contract period.

Each respondent is required to state their maximum percent increase for items awarded for the successive annual renewal periods, if applicable. The percent increase shall be a percentage change in the unit prices and shall not exceed that percent. The percent increase will be considered when evaluating the financial proposals.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

#### 5. SCOPE AND DETAILED SPECIFICATIONS

University of Missouri-Kansas City Campus Facilities (University) is seeking proposals from qualified professional firms interested in providing the following: **ASBESTOS ABATEMENT AND REMOVAL SERVICES.**

##### **General Conditions of the Contract for Construction and Prevailing Wage Requirements**

See the below link to the UM Facilities Planning and Development website, stating the prevailing wage guidelines.

[https://www.umsystem.edu/ums/fa/facilities/prevailing\\_wage\\_labor\\_compliance](https://www.umsystem.edu/ums/fa/facilities/prevailing_wage_labor_compliance)

Certified payrolls will not be required. Wage rates paid need to meet state and federal minimum wage, not our typical prevailing wage schedule.

**NOTE: The University will identify prior to pricing an awarded job if Prevailing Wage Rates are required. Most abatement done on construction projects would be prevailing wage rates. Separate pricing for Prevailing and Non-Prevailing is to be provided by suppliers for this RFP.**

##### **Staffing**

**Standards of Conduct:** Contractor shall maintain standards of employee work performance, conduct, appearance and integrity, and shall take disciplinary action with respect to employees when necessary. Contractor employees shall not disturb items on desks, floors, bookshelves, or

cabinets. Additionally, contractor employees shall not use University telephones or open desk drawers. Any exceptions to the above shall be upon authorization from a University Liaison. Contractor employees shall adhere to the same standards of conduct as University employees. Contractor shall immediately remove any employee that the University Liaison or designee deems to have demonstrated unsatisfactory performance, behavior or conduct.

Compliance with Applicable Laws and Regulations: Contractor, its agents and employees shall comply with all municipal, county, state and federal laws, rules, regulations, and ordinances applicable to the work to be performed. Further, Contractor agrees that it, its agents and employees shall follow all rules, regulations and policies of the University.

Drug Free Workplace: Contractor, its employees and/or agents performing services on state property are prohibited from: The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

Violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the University in addition to any criminal penalties that may result from such conduct.

### **Parking Requirements**

Should the Contractor desire to park on campus, or have their employee's park on campus, a parking tag for each vehicle is required. The University will provide a maximum of two parking spaces for contractors and their employees. Contractor or individual employees may purchase additional parking hang tag permits from the UMKC Parking Operations office. All contracted employees operating and parking on campus, will be required to follow the policies as defined by UMKC Police & Parking Operations.

### **GENERAL REQUIREMENTS**

#### **PRE-BID ZOOM CONFERENCE.....01010**

Notice is hereby given to all prospective suppliers that they are strongly encouraged to attend the pre-bid meeting to be held by ZOOM. The meeting will begin at 8:30 a.m. on Wednesday, 10/28/2020 and last approximately one hour. The meeting is intended to review the types of projects at UMKC and address questions that suppliers may have concerning these specifications. It is not intended to provide a forum of discussion to change these specifications.

**You must email your desire to attend this meeting to Jim Shatto at [shattoj@umsystem.edu](mailto:shattoj@umsystem.edu) in order to be invited to the ZOOM Meeting. Contact Jim Shatto if ZOOM is not an option for you.**

An attendance roster will be provided on which each attendee name and company will be recorded during the meeting. The bids of those contractors who for whatever reason do not elect to attend this meeting may be rejected. If, prior to this meeting, a contractor wishes to visit the



campus to view conditions under which the work must be done, arrangements can be made by contacting:

GREG SILKMAN  
UMKC CAMPUS FACILITIES MANAGEMENT  
1011 EAST 51ST STREET, ROOM 101  
KANSAS CITY, MISSOURI 64110  
Email: [silkmang@umkc.edu](mailto:silkmang@umkc.edu)

It should be understood that campus visits prior to the pre-bid meeting or meeting with Greg Silkman prior to Wednesday, 10/28/2020, do not qualify a contractor to be excused from the pre-bid meeting.

#### WORK SCHEDULE.....01020

Work will be scheduled on-call with advance notice whenever possible. Refer to itemized proposals for work priorities. See Paragraph 01050.

Contractors shall submit invoicing not later than thirty (30) days after completion of job. Invoicing shall include waste manifest and all project supporting documentation.

All work, including clean-up, shall be accomplished during the normal working day (8:00 a.m. to 5:00 p.m. Monday through Friday) unless otherwise approved by the Director of Campus Facilities Management.

The Contractor shall, when directed, prepare and submit an ASBESTOS ABATEMENT & REMOVAL SERVICES progress schedule. Schedule shall be in bar-chart format plotting work on a calendar covering the estimated ASBESTOS ABATEMENT & REMOVAL SERVICES period.

#### TEMPORARY UTILITIES.....01030

Electrical power is available within the working area and will be furnished by the University. The Contractor shall provide all connections. Maximum connected load shall be 120 volts, 20 amperes, 1-phase power. Electrical power in excess of maximum specified shall be provided by Contractor.

On site toilet facilities are available in the immediate work area.

#### SPECIAL CONSIDERATION.....01040

ASBESTOS ABATEMENT & REMOVAL SERVICES priorities will be established by the University on the basis of need and potential threat to public safety and welfare.

#### CONTRACT AWARD.....01050

This contractual agreement between the University and the Contractor will consist of a Letter of Award, Contract and Purchase Order. These, together with the Contractors bid proposal form, performance and payment bond, certificates of insurance and project specifications and drawings will constitute the contract.

The quantities listed in the itemized proposals are estimates. The University does not guarantee either maximum or minimum quantities.

Suppliers shall tabulate the combined total unit prices on the Bid Proposal Form, page 47 of this document.

**WARRANTY ASSURANCE.....01060**

The Contractor shall and hereby does warrant all work to be in compliance with all current federal, state, and local regulations, and with performance standards covered below.

**ASBESTOS ABATEMENT & REMOVAL SERVICES.....02080**

**PART 1 GENERAL**

**WORK INCLUDED.....1.01**

Remove and dispose of all designated asbestos materials in accordance with terms of this contract.

Removal and dispose methods shall comply with all current federal, state, and local regulations, and performance standards including, but not limited to:

- Title 29, code of Federal Regulations, sections 1910.1001, and 1910.1200, Occupational Safety and Health Administration.
- Title 40, Code of Federal Regulations, part 61, Subparts A and M, National Emissions Standards for Hazardous Air Pollutants, and the U.S. Environmental Protection Agency (EPA).
- 10CSR 10-6.080 National Emissions Standards for Hazardous Air Pollutants.
- American National Standards Institute (ANSI)
- Nationally Recognized Testing Laboratory (NRTL).

Based on the above referenced requirements, the Contractor shall provide for ASBESTOS ABATEMENT & REMOVAL SERVICES procedures appropriate to job conditions.

Existing building plans are available for review at:

University of Missouri-Kansas City  
Campus Facilities Management  
1011 East 51st Street, Room 101  
Kansas City, Missouri 64110

#### QUALITY ASSURANCE.....1.02

Contractor shall be registered with and approved by the State of Missouri to Perform asbestos abatement work and shall submit copies of firm's registration to the Director of Campus Facilities Management.

The National Asbestos Training Center or similar certification/training programs shall certify project Supervisor acceptable to the State of Missouri and UMKC.

Contractor shall provide evidence, including references, of minimum Successful experience in asbestos abatement.

Contractor shall use AHERA trained and certified workmen in all work associated with this contract. University shall furnish certification upon request.

The asbestos abatement contractor supervisors must have successfully completed a training course and passed an examination for such course as specified in 40 CFR 763, appendix C to subpart E, of EPA Model Contractor Accreditation Plan. Paragraph 1. D.

Asbestos abatement workers must have successfully completed a training course as specified in 40CFR 763, appendix C to subpart E, of EPA Model Contractor Accreditation Plan, Paragraph 1., E.

Contractor must demonstrate his organization's prior experience in performing previous abatement projects through the submission of a list of prior contracts, including the names, addresses and telephone numbers of building owners for whom the projects were performed. Include proof of years in business by listing first jobs completed. This must show that the contractor has been in business a minimum of five (5) years.

Contractor must submit a copy of the organization's written standard operating procedures and employee protection plans in accordance with 29 CFR 1910.13 and 29 CFR 1926.1101 (h) which includes specific reference to respirator fit testing in accordance with 29 CFR 1926.1011, appendix C.

#### AIR TESTING/MONITORING.....1.03

Contractor shall include OSHA required air/testing monitoring in unit price of ASBESTOS ABATEMENT & REMOVAL SERVICES.

Contractor will pay for additional air testing/monitoring requested by University.

Air testing shall be done in accordance with NIOSH Analytical Method P and CAM #239.

#### SUBMITTALS.....1.04

Prior to commencing work, Contractor shall send written notice of proposed Asbestos abatement to the following agencies:

EPA Regional Office.

Missouri Department of Natural Resources (Kansas City Air Quality Control).

Copy University of Missouri-Kansas City, Campus Facilities Management with all notices.

Submit written documentation to the University that all required permits, site location and arrangements for transportation and disposal of asbestos and/or asbestos contaminated materials have been obtained.

Submit work logs, air test reports, landfill receipts and any other documents necessary to the University to confirm that asbestos was properly removed and disposal has been completed at the landfill specified by the Contractor.

#### PAYMENT.....1.05

The University does not guarantee any fixed amount of ASBESTOS ABATEMENT & REMOVAL SERVICES work. The University will award on an all or none-basis. All such work will be on the University of Missouri-Kansas City campus and in certain other buildings over which it has jurisdiction.

Following formal notification from the University and prior to undertaking any removal task (pipe, fittings, flatwork or additional services), representatives of the University and Contractor shall visit the particular site where ASBESTOS ABATEMENT & REMOVAL SERVICES is to be performed. At this time, the limits of removal will be mutually established as to location, priority and task. A written record will be maintained and verified by both the University and the Contractor.

Upon completion of the work, the Contractor shall request inspection by the University to verify both the limits of removal and compliance with the specifications. At this time, measurements and thickness will be mutually confirmed including other applicable tasks affecting payment due the Contractor. Payment will be made on the basis of measurement and mutually verified quantities and unit costs.

Contractor will be paid only for ASBESTOS ABATEMENT & REMOVAL SERVICES in accordance with prices bid on itemized proposal and quantities verified and approved by University. University will pay all city inspections fees. Therefore, these shall not be included in any pricing on the bid form.

In the event of disputes, arising from Contractor's response time and/or quantities, the decision of the Directors of Procurement and Campus Facilities Management will be final and binding.

**PART 2 – PRODUCTS**

EQUIPMENT.....2.01

All equipment for worker protection shall be in full compliance with applicable federal, state and local regulations, codes and standards.

Protection equipment shall be state of the art, properly maintained and serviced for optimum worker protection.

MATERIALS.....2.02

All material used for ASBESTOS ABATEMENT & REMOVAL SERVICES procedures shall be in full compliance with applicable federal, state and local regulations, codes and standards. Damaged, deteriorated or contaminated materials shall be removed from the Premises and disposed of in accordance with applicable regulations.

**PART 3 – EXECUTION**

WORK AREA.....3.01

University will meet with Contractor to develop task, location, priority, and Limits for ASBESTOS ABATEMENT & REMOVAL SERVICES work.

University will move and/or relocate all loose room equipment as required unless otherwise specified during University and Contractor site visit.

Power, heating, cooling and ventilating systems to the work area will be shut down by the University upon request of the Contractor.

Contractor shall assume responsibility for all damages to building, equipment and contents in work area during ASBESTOS ABATEMENT & REMOVAL SERVICES operations.

Secure work area and post required and/or University requested signage prior to commencing work.

## FRIABLE AND NON-FRIABLE ASBESTOS ABATEMENT & REMOVAL SERVICES

### GENERAL

Provisions of the General Conditions and Special Conditions are part of this Division.

### SCOPE OF WORK

General: The work specified herein shall be the abatement of asbestos containing materials by certified and registered persons who are knowledgeable, qualified and trained in the abatement, handling, and disposal of asbestos containing material, and subsequent cleaning of the affected environment.

The Contractor shall furnish all labor, material, equipment, testing, services, permits, insurance, notifications, necessary or required to perform the work in accordance with applicable local, state, and federal regulations for the abatement of asbestos containing materials and for other work as specified in this section or as indicated in associated drawings, sketches, or reports of the work.

All fees required for notification requirements, re-notifications, and/or inspections by the regulatory agencies shall be paid by the Contractor. Bulk sample analysis information required by the Department of Natural Resources, U.S. Environmental Protection Agency or local authority having jurisdiction in conjunction with the notification shall also be provided by the Contractor unless provided within this section.

The work shall include: The removal and disposal of friable asbestos and the removal and disposal of non-friable asbestos.

### DEFINITIONS

- Abatement - Procedures to decrease or eliminate the source of fiber release from asbestos containing building materials. Includes encapsulation, enclosure, and removal.
- Adequately Wet - To sufficiently mix or penetrate with liquid to prevent the release of particulate.
- Aggressive Air Sampling - Sweeping of floors, ceilings and walls and other surfaces with the exhaust of a minimum of one (1) horsepower leaf blower or equivalent immediately prior to air monitoring.
- Approved Waste Disposal Site - A solid waste disposal area that is authorized by the Department of Natural Resources to receive asbestos containing solid wastes.
- Asbestos - The asbestiform varieties of serpentine (chrysotile, antigorite), riebeckite (crocidolite), cummingtonite-grunerite (amosite), anthophyllite, and actinolite-tremolite.
- Asbestos Abatement Supervisor - An individual who directs, controls, or supervises others in asbestos abatement projects.

- Asbestos Containing Building Material (ACBM) - Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- Asbestos Containing Material (ACM) - Any material containing more than 1 percent asbestos by weight.
- Barrier - Any surface that seals off the work area to inhibit the movement of fibers.
- Category I Nonfriable ACM - Asbestos-containing packings, gaskets, resilient floor covering and asphalt roofing products containing more than one percent (1%) asbestos as determined using the method specified in 40 CFR part 763, subpart F, Appendix A, section 1, Polarized Light Microscopy.
- Category II Nonfriable ACM - Any material, excluding category I nonfriable ACM, containing more than one percent (1%) asbestos as determined using the methods specified in 40 CFR part 763, subpart F, Appendix A, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.
- Containment - Area where asbestos abatement project is conducted. Area must be enclosed either by a glove bag or plastic sheeting barrier.
- Contractor's Competent Person (Qualified Person) - One who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32 (f); in addition, for Class I, II, III, and IV work, who is specially trained in training courses which meet the criteria of EPA's Model Accreditation Plan (40 CFR Part 763) for project designer or supervisor, or its equivalent.
- Decontamination Area - Enclosed area adjacent and connected to the regulated area which is used for decontamination of workers, materials, and equipment that are contaminated with asbestos.
- Demolition - the wrecking or taking out of any load bearing structural member of a facility together with any related handling operations.
- Disposal Bag - A properly labeled 6 mil. thick leak-tight plastic bag used for transporting asbestos waste from work area to disposal site.
- Encapsulant (Sealant) - A liquid material which can be applied to asbestos-containing material and which prevents the release of asbestos fibers from the material either by creating a membrane over the surface or by penetrating into the material and binding its components together.
- Encapsulation - Treatment of asbestos containing materials with an encapsulant.
- Enclosure - The construction of an airtight, impermeable, permanent barrier around asbestos containing material to control the release of asbestos fibers into the air.
- Friable Asbestos Material - Any material containing more than one percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.
- Glove Bag - A manufactured or fabricated device, typically constructed of six (6) mil transparent polyethylene or polyvinyl chloride plastic. This device consist of two (2) inward

projecting long sleeves, an internal tool pouch and an attached, labeled receptacle for asbestos waste.

- Homogeneous Work Site - Continuous areas with the same type of ACM and in which one type of abatement process is performed.
- Negative Initial Exposure Assessment - An assessment by a "Competent Person" in which it is concluded that employee exposures during the job are likely to be consistently below the Permissible Exposure Levels.
- Outside Air - Air outside of the containment.
- University's Air Monitoring Firm - Air Monitoring conducted by a person who is not under the direct control of the person carrying out the asbestos abatement project and who has been selected by the University.
- University's Air Sampling Professional - An individual who holds a valid certification from the State of Missouri. The individual shall conduct, oversee, or be responsible for air monitoring of asbestos abatement projects before, during, and after the project has been completed. The air sampling professional must hold a 40 hour AHERA Asbestos Contractor/Supervisor Certificate, and supervised by the University's Certified Industrial Hygienist (C.I.H.).
- University's Air Sampling Technician - An individual who has been trained by and is under the supervision of an air sampling professional to do air monitoring before, during, and after the asbestos abatement project. The air sampling technician must hold a 40 hour AHERA Asbestos Contractor/Supervisor Certificate, and be supervised by the University's Certified Industrial Hygienist (C.I.H.).
- University's Certified Industrial Hygienist (C.I.H.) - an Industrial Hygienist, Certified in Comprehensive Practice by the American Board of Industrial Hygiene. The University's C.I.H. must also be certified by the Missouri Department of Natural Resources as an air sampling professional and hold a 40 hour AHERA Asbestos Contractor/Supervisor Certificate. The University will identify C.I.H. before application for permit.
- Personal Monitoring - Sampling of the asbestos fiber concentrations within the breathing zone.
- Regulated Asbestos Containing Material (RACM) - Friable asbestos material; Category I nonfriable ACM that has become friable; Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
- Remove - To take out RACM or facility components that contain or are covered with RACM from any facility.
- Renovation - Altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component.
- Repair - The restoration of asbestos material that has been damaged. Repair consists of the application of rewettable glass cloth, canvas, cement or other suitable material. It may also involve filling damaged areas with non-asbestos substitutes and re-encapsulating or painting previously encapsulated materials.



- Strip - To take off RACM from any part of a facility or facility components.
- Waste Shipment Record - The shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos containing waste material.
- Work Area - A specific isolated area, other than the space enclosed within a glove bag, in which friable asbestos-containing materials is required to be handled. The area is designated as a work area from the time that the area is secured and access restrictions are in place. The area remains designated as a work area until the time that it has been cleaned in accordance with any requirements applicable to the operations conducted.

## CODES AND REGULATIONS

General Applicability Of Codes, Regulations and Standards - All applicable codes, regulations, standards, statutes, laws, and rules have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith. Where conflicts arise, the most stringent specification shall apply.

Contractor Responsibility - The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices, hauling, disposal and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local regulations. The Contractor shall hold the University harmless for failure to comply with any applicable work, hauling, disposal, safety, health, or other regulations on the part of the contractor, contractor's employees, or contractor's subcontractors.

Federal and State requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) including but not limited to:

- Title 29, Part 1910, Section 1001 and Part 1926, Section 1101 of the Code of Federal Regulations.
- Respiratory Protection, Title 29, Part 1910, Section 134 of the Code of Federal Regulations.
- Construction Industry, Title 29, Part 1926, of the Code of Federal Regulations.
- Access to Employee Exposure and Medical Records, Title 29, Part 1910, Section 2 of the Code of Federal Regulations.
- Hazard Communication, Title 29, Part 1910, Section 1200 of the Code of Federal Regulations.
- Specifications for Accident Prevention Signs and Tags, Title 29, Part 1910, Section 145 of the Code of Federal Regulations.

- U.S. Environmental Protection Agency (EPA) including but not limited to:
- National Emission Standards for Hazardous Air Pollutants (NESHAPS) Title 40, Part 61, Subpart M, Code of Federal Regulations.
- U.S. Department of Transportation (DOT) including but not limited to:
- Title 49, Part 172, Section 101 of the Code of Federal Regulations.

State of Missouri, including but not limited to:

- H.B. 77, 85th General Assembly.
- Missouri Air Conservation Law Chapter 643.

Missouri Department of Natural Resources, Division 10, Chapter 6 of the Code of State Regulations as follows:

- 10 CSR 10-6.020, Definitions
- 10 CSR 10-6.080, Emission Standards for Hazardous Air Pollutants
- 10 CSR 10-6.230, Administrative Penalties
- Volume 18, Missouri Register, Page 44
- 10 CSR 10-6.250, Asbestos Abatement Projects - Certification, Accreditation, and Business Exemption Requirements

## NOTIFICATIONS

Notifications meeting the requirements of Volume 18, Missouri Register, page 44, shall be completed and sent by the Contractor not less than ten (10) days before the intended starting date of the project. Send notification to the following:

Department of Natural Resources  
 Air Pollution Control Program (Asbestos)  
 P.O. Box 176  
 Jefferson City, Missouri 65102

U.S. Environmental Protection Agency  
 Region VII  
 Air & Toxic Division, Air Branch  
 ATTN: Air Compliance  
 726 Minnesota Avenue  
 Kansas City, Kansas 66101

Provide a copy to the University's Representative. Five (5) day notification to the University's Representative is required on jobs less than the reportable quantity.

If the project is under the jurisdiction of the Kansas City Air Quality Section, St. Louis County Air Pollution Control Branch, or the Springfield-Green County Air Pollution Control Authority, send notification directly to the appropriate agency.

## SUBMITTALS

The following will be submitted by contractor prior to commencement of work for approval by the University's Certified Industrial Hygienist (one copy for the University's Representative). University's C.I.H. will return reviewed copies to contractor and University's Representative.

- One copy of material safety data sheets (MSDS) for products to be used by the Contractor in the performance of his work. Contractor will also maintain copies of MSDS on site per OSHA.
- One copy of the notifications to, or any correspondence with, the regulatory agencies. Submit a listing of all prior regulatory violations.
- Friable Abatement: Current Certificates of training and statement of qualifications for the project asbestos abatement supervisor and the Missouri Asbestos Occupational Certificates for all project personnel. List a summary of project personnel and contact phone numbers.
- Name, address, and contact person's name of testing laboratory or laboratories to be utilized analyzing samples for bulk analysis or air samples.
- Submit a detailed plan of the procedures proposed for use in complying with requirements of this specification and Volume 18, Missouri Register, page 44, and 29 CFR 1926.1101. Include in the plan the layout and location of barriers, decontamination units, route of ingress and egress for work area, methods used to assure safety of building occupants and visitors, methods used to isolate or closing out of HVAC system, personal air monitoring strategy, method of removal of material, and engineering controls utilized to prevent emissions from the work area.
- Provide a disposal plan to detail type of disposal container, method of transportation to disposal site, waste hauler, and disposal site.
- Copy of notifications required as part of the emergency notification plan.
- Non-Friable Abatement: Submit a detailed plan of the procedures proposed to minimize emissions and to prevent the material from becoming friable during removal.
- Copy of emergency protection plan to be used if the nonfriable material should become friable during removal.
- Current Certificates of training and statement of qualifications for the "Competent Person".
- One copy of the Negative Initial Exposure Assessment.
- Upon completion of the abatement work, the following information shall be submitted to the University's Representative.
- Waste disposal receipts and waste shipment record on all asbestos waste removed from the project.
- Upon completion of the abatement work, the following information shall be submitted by the University's C.I.H. to the Contractor.

- Air sampling test results for personal (non-OSHA) and final clearance air samples taken under the supervision of University's Certified Industrial Hygienist. Results must be in writing in final report form.
- Written certification from the University's Certified Industrial Hygienist.

## SUPERVISION OF ABATEMENT

The Contractor shall designate a competent supervisor subject to the approval of the University's C.I.H. and the University's Representative. The supervisor shall be the Contractor's representative on the project and shall meet the requirements of all applicable regulations and perform the following minimum requirements.

Be Certified by the State of Missouri as an Asbestos Abatement Supervisor, a minimum of one-year prior full time experience in asbestos abatement work and a minimum of two years' experience as a supervisor, and be qualified as a Competent Person in accordance with OSHA regulation 1926.1101.

Be on site and supervise all abatement work in accordance with OSHA and Volume 18, Missouri Register, page 44.

Conduct all OSHA required air monitoring.

Maintain a daily log on the project documenting events, visitations, problems, equipment failures, accidents, and inspections.

Be responsible for implementation of first aid, safety training, respiratory protection, and ensuring all workers are trained in emergency procedures.

Be responsible for conducting a visual inspection of the work area prior to a visual inspection by the University's Certified Industrial Hygienist. Inspection shall be documented.

## NEGATIVE INITIAL EXPOSURE ASSESSMENT

The Contractor must conduct a Negative Initial Exposure Assessment (non-friable asbestos) prior to removal of the asbestos material. The Negative Initial Exposure Assessment shall be performed by a "Competent Person" to determine whether the material may be removed and maintained in a non-friable condition. If the material cannot be removed without becoming friable then the contractor shall comply with the requirements in this specification at no additional cost to the University.

The method of removal is the Contractor's option. However, in the event of any of the following Visible emissions are observed: Sanding, grinding, cutting, or abrading of the material

Air samples exceed 0.1 f/cc

The contractor shall immediately stop work, implement corrective work practices, make any necessary notifications to all regulatory agencies of the changes in work practices and material conditions, and comply with the requirements as set forth in this specification.

#### WORKER PROTECTION & TRAINING

The Contractor shall be responsible for providing his employees with proper respiratory protection, respiratory training, written respirator program, medical examinations, maintaining medical records, and protective clothing and equipment to comply with OSHA requirements.

The Contractor shall be responsible for all testing and costs incurred for complying with requirements of OSHA regulations for Personal Air Sampling.

All workers shall be trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and protective measures.

All workers shall hold valid diplomas as accredited Asbestos Abatement Workers as required by 10 CSR 10-6.250.

#### INDEPENDENT TESTING LABORATORY

Testing Laboratories utilized by the Contractor for sample analysis during the project shall meet the following minimum requirements and be approved by the University's C.I.H. This information shall be submitted to the University's Representative for review.

All air monitoring samples shall be analyzed by a testing laboratory accredited by the American Industrial Hygiene Association (AIHA) or by an individual who is currently on the Asbestos Analyst Registry.

All bulk samples shall be analyzed by a testing laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP).

#### OWNER'S AIR SAMPLING PROFESSIONAL & CERTIFIED INDUSTRIAL HYGIENIST

It will be the Owner's responsibility to hire an Air Sampling Professional & Certified Industrial Hygienist. The Air Sampling Professional & Industrial Hygienist will also be required to perform the following duties as a minimum:

Approval of the Contractor's work plan and methods of abatement to meet regulatory requirements and ensure the health and safety of University faculty, staff, and students.

Verify that the contractor is satisfactorily performing personal air monitoring as directed by OSHA regulations.

Visual inspection of the work area and final clearance air monitoring.

Certify in writing that the Contractor's procedures, methods and practices were, to the best of my knowledge and belief, in compliance with current EPA, OSHA, State and/or applicable local regulations and that the work areas meet the requirements for final clearance testing and account of any known deviations.

Issue final air clearance.

#### EMERGENCY PROTECTION PLAN

The contractor shall be responsible for developing a written Emergency Protection Plan and shall maintain this plan on site. The plan shall include considerations of asbestos leakage from the site, fire, explosion, toxic atmospheres, electrical hazards, slips, falls, and heat related injury. All employees shall be instructed and trained in the procedures.

Emergency protection plan shall also include written notification of police, fire and medical personnel of the planned abatement activities, work schedule, and layout of work area, particularly barriers that may affect response capabilities.

#### LOCAL AREA PROTECTION & SITE SECURITY

The contractor shall be responsible for all areas of the building used by him and/or subcontractors in the performance of the work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of the existing building, except such controls as may be specifically reserved to the owner.

Contractor has the right to exclude from the work area all persons who have no purpose related to the work or its inspection, and shall require all persons in the work area to observe the same regulations required of Contractor's employees.

The contractor shall have control of site security during abatement operations in order to protect work environment and equipment. Contractor shall have the University's assistance in notifying building occupants of impending activity and enforcement of restricted access by owners employees.

The contractor shall keep a minimum of two 10 lbs. type ABC fire extinguishers on site. One shall be maintained outside the work area and one inside the work area. The employees shall be trained in the operation of extinguishers.

Where areas cannot be isolated by existing walls and doors from employees, clients, or the public, barriers must be constructed of ½" plywood and 2"x4" framing 16" o.c. to isolate the area. The barriers must be installed in such a manner to prevent damage to existing walls, floors, or ceilings. Barrier may have a lockable door.

The contractor shall maintain the work area free from rubbish, debris, and dirt and keep a clean, safe working area.

The Contractor shall provide warning signage around the regulated area as required by OSHA.

The Contractor shall isolate any and all air supply and returns to the abatement space as required by OSHA. Contractor shall coordinate with the University's Representative.

The Contractor shall keep all areas where adhesive stripper is in use (such as mastic removal) under negative pressure and exhausted to the outside ambient air.

#### FINAL CLEARANCE REQUIREMENTS (FRIABLE ASBESTOS)

Upon completion of the abatement work, the supervisor shall perform a visual inspection of the work area. If satisfactory, the supervisor shall then request the University's C.I.H. or the C.I.H.'s air sampling technician to perform a visual inspection. When the University's C.I.H. feels the area is ready based on the results of their visual inspection, the Contractor shall apply a lockdown encapsulant. Following application of lockdown encapsulant, the University's C.I.H. shall perform the final clearance sampling for airborne fiber concentrations.

The University's C.I.H. or designee will perform final clearance testing per the following requirements:

Aggressive sampling shall be required for all areas where removal has taken place with the exception of glove bag projects where nonaggressive sampling is permitted.

P.C.M. samples analyzed on site shall be counted by an accredited registered microscopist.

For areas specifically specified for clearance by Transmission Electron Microscopy, the method shall be NIOSH 7402.

Any work areas failing to meet the clearance requirements of this section shall be recleaned and retested at the contractor's expense until satisfactory levels are obtained.

The University's C.I.H. shall provide a written report of the air monitoring activities to the contractor within 7 days after the final clearance testing.

## REESTABLISHMENT OF THE WORK AREA AND SYSTEMS

Reestablishment of the work area shall only occur after the contractor has received final clearance in writing from the University's C.I.H.

All damage to finishes, equipment, and/or the area affected by the abatement shall be repaired by the contractor to equal or better condition as it was prior to the work, at no cost to the University.

## WASTE DISPOSAL

All asbestos containing waste and/or asbestos contaminated debris shall as a minimum be double bagged in approved 6 mil. disposal bags. Each bag shall be tagged to meet requirements of NESHAPS with an asbestos caution label and a source identification label.

Transportation shall meet the requirements of all regulatory agencies for asbestos containing materials and shall be transported in an enclosed truck.

The waste disposal site shall be approved by the Missouri Department of Natural Resources for asbestos disposal. A chain of custody letter/waste shipment record and disposal receipts shall be provided to the owner for all materials disposed of.

## DRAWINGS

Drawings, when provided, are not intended to be used for anything but a "reference" to the work area. Information is not specific to quantities or to exact location of ACM unless explicitly noted. Contractor will be required to field verify the conditions and quantities.

## REPORTS

Reports, when provided, are intended to be used as a basis for the type and composition of the asbestos present for both bidding purposes and for the information required for the notifications to the governing agencies.

END OF SECTION



## 6. INSTRUCTIONS FOR PROPOSAL RESPONSE

**Responses should be enumerated in the same order and fashion of the Mandatory and Desirable Specifications outlined within.** Respondents are required to **fully** respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability and how to meet the evaluation questions.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee both Mandatory and Desirable specifications are met. If “no response” or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject supplier’s proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked and do not include large graphics. These are not valuable in the volume of information the various evaluating teams must review.

Please limit your proposal responses to no more than twenty (20) pages in response to the criteria. Proposals must be submitted in the number and manner as specified below:

**Volume I – Functional Section MUST be submitted electronically via email with the subject line labeled and identified as RFP #21030, Volume I. This section must be in PDF format and contain in this order:**

- Response to Information for Respondents and General Conditions,
- Mandatory Specifications and supplier responses,
- Desirable Specifications and supplier responses,
- If there is a supplier related contract that must be signed as part of doing business, it should also be included in this section.

**Volume II – Financial Section MUST be submitted electronically via a separate email with the subject line labeled and identified as RFP #21030, Volume II. This section must be in PDF format and contain in this order:**

- Request for Proposal Form with any supplemental pricing schedules, if applicable.
- Authorized Respondent Representation.
- Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical.
- Attachment A - Supplier Diversity Participation Form.
- Attachment B – Supplier Registration Information.
- Financial statements, if required.

Respondent must complete and return the University Proposal Form with proposal response. Supplier quote sheets are not acceptable forms of bidding and could cause rejection of response.

**All proposals must be plainly marked: Request for Proposal #21030 for ASBESTOS ABATEMENT AND REMOVAL SERVICES, and emailed to: shattoj@umsystem.edu. Please allow transmittal time to ensure your response is received no later than the time stated on the RFP cover page.**

Note: Any Respondent's Request for Proposal that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

**Confidentiality of Information:**

All records received from a Supplier will be deemed public records and presumed to be open. If the supplier submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Supplier as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

**7. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL**

Responses will not be evaluated based solely on price. All suppliers, in submitting proposals, concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method. Contract(s) awarded will be based on a number of factors including, but not limited to, the following:

1. Price
2. Reputation of the supplier as evidenced by UMKC and outside referrals (Client References).
3. Relevant supplier experience in similar enterprises. Experience in higher education will be considered an asset.
4. Supplier's commitment to quality service as evidenced by the supplier's commitment to monitor and improve services and customer satisfaction.
5. Number of years in business and size of staff.
6. Methodology to providing the specific services
7. Meeting all Technical Requirements of the Proposal

UMKC reserves the right to make an award to the supplier offering the best value response to the RFP.

**Note: The University reserves the right to negotiate best and final terms with the respondent selected.**

**Note: In each area listed below it is desirable for material submitted to show:**

- **A clear understanding of the need**
- **A well-defined solution to the issue**

Respondents must meet the mandatory/limiting criteria to be “qualified” for scoring. If requirements are not met, the respondents are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored desirable criteria, which includes qualitatively, how specifications are met. A team of University individuals will evaluate and assign points to suppliers’ responses to the evaluation questions. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense, or request suppliers to perform a presentation/demonstration to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits/presentations revealed compliance inconsistency.

The University may request suppliers selected as finalists to come onsite to the University, at the supplier’s expense, for presentations as part of the RFP selection.

Proposals will be awarded based upon the functional and financial evaluation.

## **8. INSURANCE REQUIREMENTS (Medium Risk)**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$5,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse The Curators of the University of Missouri, its officers, employees and agents as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

**Business Auto Liability** Contractor agrees to maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned &

Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non- Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Data Breach Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only: If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

### **Contract Language**

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

### **Indemnification**

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice. The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

## 9. MANDATORY CRITERIA

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

### **MANDATORY – (Pass or Fail):**

In addition to complying with the previously listed Requirements, Specifications and Deliverables, Proposals must meet the following minimum service requirements or be excluded:

- A. Be an experienced Commercial Asbestos Abatement and Removal Contractor (Provide Detail)
- B. Have been regularly and actively engaged in the Asbestos Abatement and Removal business, operating under the same business name and business organization structure: and, performing the type of work described in the “Scope of Work” for a minimum of 5 years. (Provide Detail)
- C. The Contractor shall have in his direct employment (or as Approved by UMKC) the necessary manpower and proper facilities to properly fulfill all the services required. The Supplier must be able to demonstrate a range of abatement services. (Provide Detail)
- D. The contractor must have a pager service, voice mail, cell phone, or an office answering machine and respond within two (2) hours of the message. If the number is outside of UMKC’s local calling area, an 800 number is required. (Provide Detail)
- E. Provide at least three (3) references with contact information to illustrate the ability of the firm to act as the primary contractor to accomplish scope of work in accordance with this specification. References used for this purpose shall be public agencies, commercial or industrial accounts that the firm has provided service for while serving in the capacity as the “primary” contractor versus a sub-contractor and has maintained a contractual work agreement for accomplishing services for a period of not less than twelve (12) consecutive months. (Provide Detail)

## **10. DESIRABLE CRITERIA**

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations.

### **A. Company History/Experience**

Respondent shall demonstrate their qualifications and capabilities of providing this service by providing a Company profile, detailing capabilities and history of providing this service in a college or university environment.

### **B. Meeting all technical requirements of the proposal**

Respondent shall provide responses for all technical requirements. All responses shall indicate Respondent has the capability, experience, and capacity to meet all requirements, without taking any exceptions. The firm's approach and understanding of the university's requirements, responsiveness to the Requirements of the Request for Proposal, and completeness of proposal in relation to the information requested.

### **C. Methodology to providing the specific services**

Respondents shall provide written procedures on the methodology that will be used to perform the required services under this contract. All responses shall identify what methods will be used to clean the different types of areas (bedroom, bathroom, lobby, elevators, stairwells, etc.) as well as the different types of cleaning required for the floors (carpet, tile).

**REQUEST FOR PROPOSAL FORM**

**REQUEST FOR PROPOSALS**  
**FOR**  
**FURNISHING AND DELIVERY**  
**OF**  
**ASBESTOS ABATEMENT AND REMOVAL SERVICES**  
**FOR**  
**THE CURATORS OF THE UNIVERSITY OF MISSOURI**  
**ON BEHALF OF**  
**UMKC CAMPUS FACILITIES**  
**RFP # 21030**  
**DUE DATE: NOVEMBER 18, 2020**  
**TIME: 2:00 P.M. CENTRAL TIME**

The undersigned proposes to furnish all labor, materials, transportation, services and incidentals necessary to provide the following items and/or services in accordance with all requirements and specifications contained within this Request for Proposal issued by the University of Missouri.

ASBESTOS ABATEMENT & REMOVAL SERVICES, UNIVERSITY OF MISSOURI – KANSAS CITY

If applicable, receipt of the following addenda, numbered \_\_\_\_\_, is hereby acknowledged.

The undersigned hereby agrees to perform all work for the ASBESTOS ABATEMENT & REMOVAL SERVICES Contract under terms as set forth in the contract documents and addenda thereto, for the prices set forth in the itemized Proposals 1, 2 and 3 of the following tables.

The undersigned agrees, if successful supplier, to commence work within specified time (itemized Proposals 1, 2 and 3) from date of "Notice to Proceed."

**ITEMIZED PROPOSAL.....1**

**ASBESTOS INSULATION REMOVAL UNIT PRICES**

PRIORITY I (Emergency) ---- Commence field work within 24 hours of notification to Proceed. (Unit prices to include all labor, materials and disposal costs. University will compensate contractor for all city inspection fees and therefore should not be reflected in unit prices.)

TASK 1A				
ITEM (TASK 1A)	UNIT COST	ANNUAL PROJECTION	TOTAL PREVAILING	TOTAL NON-PREVAILING
<b>Pipe: (diameter)</b>				
Up to 1 inch	\$	300 LF	\$	\$
1-1/2 to 2 inches	\$	200 LF	\$	\$
2-1/2 to 4 inches	\$	100 LF	\$	\$
4-1/2 to 8 inches	\$	50 LF	\$	\$
8-1/2 to 12 inches	\$	50 LF	\$	\$
12-1/2 to 16 inches	\$	10 LF	\$	\$
<b>Elbows: (diameter)</b>				
Up to 1 inch	\$	300 EA	\$	\$
1-1/2 to 2 inches	\$	150 EA	\$	\$
2-1/2 to 4 inches	\$	30 EA	\$	\$
4-1/2 to 8 inches	\$	30 EA	\$	\$
8-1/2 to 12 inches	\$	30 EA	\$	\$
12-1/2 to 16 inches	\$	30 EA	\$	\$
<b>Tee Joints: (diameter)</b>				
Up to 1 inch	\$	100 EA	\$	\$
1-1/2 to 2 inches	\$	30 EA	\$	\$
2-1/2 to 4 inches	\$	10 EA	\$	\$



4-1/2 to 8 inches	\$	10 EA	\$	\$
8-1/2 to 12 inches	\$	10 EA	\$	\$
12-1/2 to 16 inches	\$	10 EA	\$	\$
<b>Valves: (diameter)</b>				
Up to 1 inch	\$	100 EA	\$	\$
1-1/2 to 2 inches	\$	30 EA	\$	\$
2-1/2 to 4 inches	\$	10 EA	\$	\$
4-1/2 to 8 inches	\$	10 EA	\$	\$
8-1/2 to 12 inches	\$	10 EA	\$	\$
12-1/2 to 16 inches	\$	10 EA	\$	\$
<b>TOTAL TASK 1A</b>			\$	\$

ITEM (TASK 1B)	QTY	SF COST	ANNUAL PROJECTION	TOTAL PREVAILING	TOTAL NON-PREVAILING
Flat Insulation, boilers, Ducts, etc.	<5SF	\$	100 SF	\$	\$
<b>TOTAL TASK 1B</b>				\$	\$

<b>TASK 1C</b>				
	QTY	UNIT	TOTAL PREVAILING	TOTAL NON-PREVAILING
MOBILIZATION COSTS				
Unit price for mobilization and set up costs for each abatement project.				

Glove bag	15	\$	\$	
Gross removed	1	\$	\$	
<b>Total Task 1C</b>			\$	
<b>TOTAL PROPOSAL 1 (Tasks 1A, 1B, 1C)</b>			\$	

Enter amounts above on Bid Proposal Form, page 47.

**ITEMIZED PROPOSAL.....2**

**ASBESTOS INSULATION REMOVAL UNIT PRICES**

**PRIORITY II** – Schedule work to commence within 24 hours or more but no later than 30 days after notification to proceed. Commence field work within 24 hours of notification to proceed. (Unit prices to include all labor, materials and disposal costs. University will compensate contractor for all city inspection fees and therefore should not be reflected in unit prices.)

TASK 2A				
ITEM (TASK 2A)	UNIT COST	ANNUAL PROJECTION	TOTAL PREVAILING	TOTAL NON-PREVAILING
Pipe: (diameter)				
Up to 1 inch	\$	300 LF	\$	\$
1-1/2 to 2 inches	\$	200 LF	\$	\$
2-1/2 to 4 inches	\$	100 LF	\$	\$
4-1/2 to 8 inches	\$	50 LF	\$	\$
8-1/2 to 12 inches	\$	50 LF	\$	\$
12-1/2 to 16 inches	\$	10 LF	\$	\$
Elbows: (diameter)				
Up to 1 inch	\$	300 EA	\$	\$
1-1/2 to 2 inches	\$	150 EA	\$	\$
2-1/2 to 4 inches	\$	30 EA	\$	\$
4-1/2 to 8 inches	\$	30 EA	\$	\$
8-1/2 to 12 inches	\$	30 EA	\$	\$
12-1/2 to 16 inches	\$	30 EA	\$	\$
Tee Joints: (diameter)				
Up to 1 inch	\$	100 EA	\$	\$
1-1/2 to 2 inches	\$	30 EA	\$	\$

2-1/2 to 4 inches	\$	10 EA	\$	\$
4-1/2 to 8 inches	\$	10 EA	\$	\$
8-1/2 to 12 inches	\$	10 EA	\$	\$
12-1/2 to 16 inches	\$	10 EA	\$	\$
Valves: (diameter)				
Up to 1 inch	\$	100 EA	\$	\$
1-1/2 to 2 inches	\$	30 EA	\$	\$
2-1/2 to 4 inches	\$	10 EA	\$	\$
4-1/2 to 8 inches	\$	10 EA	\$	\$
8-1/2 to 12 inches	\$	10 EA	\$	\$
12-1/2 to 16 inches	\$	10 EA	\$	\$
<b>TOTAL Task 2A</b>			\$	

TASK 2B					
ITEM (TASK 2B)	QTY	SF COST	ANNUAL PROJECTION	TOTAL PREVAILING	TOTAL NON-PREVAILING
Flat Insulation, boilers, ducts, etc.	< 5SF		100SF	\$	
<b>TOTAL TASK 2B</b>				\$	\$

TASK 2C				
MOBILIZATION COSTS (TASK 2C)	QTY	UNIT	TOTAL PREVAILING	TOTAL NON-PREVAILING
Unit price for mobilization and set up costs for each abatement project.				
Glove bag	20	\$	\$	\$
Gross removal	3	\$	\$	\$

TOTAL TASK 2C		\$	\$
<b>TOTAL PROPOSAL 2 (2A, 2B, 2C)</b>		\$	\$

Enter amounts above on Bid Proposal Form, page 47.

\*NOTE: Additional expenses for off peak work are not to be included as a labor charge in Proposals 1 and 2.

**ITEMIZED PROPOSAL.....3**

MISCELLANEOUS UNIT PRICES FOR ASBESTOS ABATEMENT & REMOVAL SERVICES

<b>TASK 3A</b>				
ITEM (TASK 3A)	SF COST	ANNUAL PROJECTION	TOTAL PREVAILING	TOTAL NON-PREVAILING
Floor tile with asbestos including adhesive	\$	5,000 SF	\$	\$
Shingle siding with Asbestos	\$	5,000 SF	\$	\$
*Labor charge per employee for work during other than normal (8-5 M-F) as directed and approved by University.				
*Abatement worker charge out rates.				

\*NOTE: Additional expenses for off peak work are not to be included as a labor charge in Proposals 1 and 2.

MOBILIZATION COSTS (TASK 3B)	QTY	UNIT	COST PREVAILING	COST NON-PREVAILING
Unit price for mobilization and set up costs for each abatement project.		\$	\$	\$
Shingle	1	\$	\$	\$
Tile	7	\$	\$	\$
<b>TOTAL TASK 3B</b>			\$	\$
<b>TOTAL PROPOSAL 3 (3A and 3B)</b>			\$	\$

Enter amounts above on Bid Proposal Form, page 47.

The Contractor selected will be the primary contact for all services to be performed under this contract. All workmen shall be employees of the contractor. The University will allow successful contractor to subcontract any portion of the work hereunder.

UNIT PRICE SUMMARY

Total Proposal 1 PREVAILING..... \$ \_\_\_\_\_

Total Proposal 2 PREVAILING..... \$ \_\_\_\_\_

Total Proposal 3 PREVAILING..... \$ \_\_\_\_\_

**Grand Total PREVAILING (Basis for determining low bid) \$ \_\_\_\_\_**

Total Proposal 1 NON-PREVAILING.....\$ \_\_\_\_\_

Total Proposal 2 NON-PREVAILING.....\$ \_\_\_\_\_

Total Proposal 3 NON-PREVAILING.....\$ \_\_\_\_\_

**Grand Total NON-PREVAILING (Basis for determining low bid) \$ \_\_\_\_\_**

State any applicable maximum percentage price increases for renewal years:

Year 1: \_\_\_\_\_

Year 2: \_\_\_\_\_

Year 3: \_\_\_\_\_

ALTERNATE SUPPLIER OPTION

A. Although the successful bidder will be considered the Primary Contractor for small project Asbestos abatement, The University reserves the right to use other contractors if in its opinion its interests are best served by using another contractor. The University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work the financial standing of the contractor; the amount of other work being carried on by the bidder; the quality efficiency, and nature of the service proposed to be furnished; the period of time within which the service is to be furnished and delivered; and necessity of prompt delivery of the items herein described.

1. If not selected as the Primary Contractor, will your company hold its prices firm for services as outlined in this proposal as an Alternate Supplier?

Yes \_\_\_\_\_

No \_\_\_\_\_

**AUTHORIZED RESPONDENT REPRESENTATION**

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method:                      SUA                      ACH                      Check			
Circle one:      Individual      Partnership      Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri?    ___yes    ___no			
Maintain a regular place of business in the State of Missouri?    ___yes    ___no			

**This signature sheet must be returned with your proposal.**



**ATTACHMENT A  
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University’s mission and core values. The University’s Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
  
- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
  - Supplier's Total Revenues: \$10,000,000
  - Revenues from University \$: \$ 4,000,000
  - University % of Total Revenues: 40% (#2 divided by #1)
  - Total MBE Dollars \$: \$ 150,000
  - Total WBE Dollars \$: \$ 150,000
  - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
  - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
  - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
  - University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Women and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. If you are a non-diverse owned company, what percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business?

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3. If you are a non-diverse owned company, complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful supplier. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, [vestt@umsystem.edu](mailto:vestt@umsystem.edu).

-----THIS FORM MUST BE SUBMITTED WITH THE RESPONSE-----

**ATTACHMENT B  
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN:  Yes  No

The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a “small business concern”.

WOMAN OWNED BUSINESS (WBE):  Yes  No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE):  Yes  No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh  (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.  (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa.  (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only.  (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.  (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE     Yes     No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE     Yes     No

MISSOURI FIRM:     Yes     No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

**BUSINESS TYPE:**

- Manufacturer                                     (M)
- Distributor/Wholesaler                     (D)
- Manufacturer's Representative             (F)
- Service     (S)
- Retail     (R)
- Contractor                                       (C)
- Other     (O)

SOLE PROPRIETORSHIP:     Yes     No

**SUPPLIER'S CERTIFICATION:**

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

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Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: \_\_\_\_\_

Date: \_\_\_\_\_