



ALBUQUERQUE PUBLIC SCHOOLS INVITATION TO BID

BID 20-020 RRR

BID TITLE: ASBESTOS ENVIRONMENTAL ABATEMENT

BID SCHEDULE

Action	Date & Time
Bid Issued	2/6/2020
Non Mandatory Pre-Bid Meeting	N/A
Non-Mandatory Pre-Bid Meeting Location	N/A
Deadline for Questions	2/17/2020 @ 5:00 PM (local MST)
Bid Due Date & Time	2/25/2020 @ 3:00 PM (local MST)
<p>BIDS MUST BE RECEIVED BY THE DUE DATE AND TIME. No late bids will be accepted. The only acceptable evidence to establish the time of receipt is the date/time stamp imprint from the APS Procurement bid clock.</p>	

BUYER CONTACT INFORMATION

Name	Robert Rodarte, CPPO, CPPB
Phone Number	505-878-6125
E-Mail	Robert.Rodarte@aps.edu
<p>Any inquiries or requests regarding clarification of Bid document shall be submitted to the buyer in writing. Bidders may contact ONLY the buyer regarding the terminology stated in the procurement documents.</p>	

BID SUBMITTAL LOCATION

Physical Address (NO USPS MAIL) (*For walk-in delivery or carrier service (UPS, FedEx, etc.))	US Postal Mail Address - (Allow 5 extra days for internal APS delivery)
Albuquerque Public Schools ATTN: Procurement Dept. 6400 Uptown Blvd NE Suite 500 E Albuquerque, NM 87110	Albuquerque Public Schools ATTN: Procurement Department, City Center, Suite 500E P.O. Box 25704 Albuquerque, NM 87125-0704
<p>Ensure that the following Bid information is clearly labeled on the sealed package containing the Bid submission. Please note: if the sealed bid is placed inside a carrier envelope or package for shipping, all of this information must be re-written and clearly visible on the outermost envelope or package containing the sealed bid:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Offeror's Business Name (not an individual's name) <input type="checkbox"/> Bid Number & Title <input type="checkbox"/> Bid Due Date & Time <p>*APS does not have a mailbox on site. US Postal Service Mail is accepted only at the PO Box address. If a letter or parcel is mailed via the USPS to the APS physical address, it will NOT reach our office.</p>	

BID TERM

<p>APS reserves to right to enter into, not to exceed (6) six year, indefinite quantity contract with the awarded Bidder(s).</p>
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SUBMISSION COVER SHEET

(REQUIRED: Submit with your bid.)

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

SIGN
HERE

Signature of Authorized Representative: _____ Contractor's License: _____
(If Applicable)

Type or print Name of above: _____ Address 1: _____

Name of Firm: _____ Address 2: _____

Telephone No.: _____ E-Mail: _____

Resident/Veterans Preference Certification No. (If applicable): _____

Contact information for Sales Department:

Contact information for POs/Invoicing/Etc.:

Name of Contact: _____ Name of Contact: _____

Telephone No.: _____ Telephone No.: _____

Email Address: _____ Email Address: _____

***** IF ANY OF THIS CONTACT INFORMATION CHANGES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY APS PROCUREMENT. *****

BID SUBMITTAL REQUIREMENTS AND CHECKLIST

Please submit your completed bid, including the following items. Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified**. Submittals must be in the following order and all items must be included in your response to this bid.

PRINTED SUBMITTALS:

- Submission Cover Sheet, Completed and **Completed and SIGNED ***REQUIRED*****
- BID PRICE LISTING *****REQUIRED*****
- Specification Exception Form, Completed and **Completed and SIGNED ***REQUIRED*****
- Conflict of Interest and Debarment/Suspension Form, Completed and **Completed and SIGNED ***REQUIRED*****
- Campaign Contributions Disclosure Form (see Compliance section) **Completed and SIGNED ***REQUIRED*****
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate (if applicable)
- Addendums (if applicable) – **BEFORE** submitting your bid, please check for addendums here:
<http://www.aps.edu/procurement/current-bids-and-rfps>

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INSTRUCTIONS FOR ALL BIDDERS

1. **READ ALL DOCUMENTS:** Bidders must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Invitation to Bid. Bidders should promptly notify the buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the BID.
2. **OFFICIAL CONTACT:** Bidders may contact ONLY the Buyer regarding the terminology stated in the procurement documents. Other APS employees do not have the authority to respond on behalf of APS. Bidders **MAY NOT** contact other District departments or employees. Any contact with a district department or employee may result in rejection of any bid.
Any other communication will be considered unofficial and non-binding. Communication directed to parties other than the buyer will have no legal bearing on this BID or the resulting contract(s). Any response made by the District will be provided in writing to all Bidders by addendum, no verbal responses shall be authoritative.
3. **TIMELY SUBMISSION:** Bids must be submitted by the due date and time. Any and all Bids not received by the submission date and time shall be rejected. No late bids will be accepted under any circumstances, not even if the delivery service or company is late. It is recommended to send the bid in early.
PROPOSER SHALL SUBMIT ONE (1) ORIGINAL BID AND ONE (1) IDENTICAL ELECTRONIC COPY. Electronic copy is not email. A jump drive loaded with your bid and labeled with bid number and Bidders name should be submitted with hard copy of bid. Fax copies are not accepted.
4. **BIDDER ACKNOWLEDGMENT:** By responding to the bid, Bidders acknowledge and agrees to the terms and conditions set form in bid. The submission of a bid constitutes a representation by the Bidder that the Bidder has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in his bid. All costs incurred by a Bidder in connection with responding to this bid, the selection process undertaken in connection with this bid, and any negotiations with APS will be borne solely by the Bidder.
5. **ELECTRONIC BID DOCUMENTS:** This bid is being made available by electronic means. In the event of conflict between a version of the bid in the Bidder's possession and the version maintained by APS, the Bidder acknowledges that the version maintained by APS shall govern.
6. **FORMS AND ATTACHMENTS:** It is the responsibility of every Bidder to ensure they have downloaded the latest version of each bid, including any addendum(s) which may have been issued and posted on the APS Procurement Department Website. Bidders should revisit the website (<http://www.aps.edu/procurement> then select "See Current Bids and RFPs") prior to the due date before submitting their bid to Albuquerque Public Schools. All addendums must be acknowledged in the submitted bid.
7. **ADDENDUM(S):** No Addendum will be issued later than FIVE (5) days prior to the date for receipt of bids, except an Addendum withdrawing the bid or one which extends the date for receipt of bids.
8. **CORRECTION OR WITHDRAWAL OF BIDS:** Pursuant to NMSA 13-1-106, a bid containing a mistake discovered before bid opening may be modified or withdrawn by bidder prior to the time set for bid opening by delivering written notice to the location designated in the invitation for bids as the place where bids are to be received. After bid opening no modifications in bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact which makes his bid nonresponsive may be permitted to withdraw its bid. Any decision by Buyer to permit or deny the withdrawal of bid on the basis of a mistake contained shall be accordance with

applicable procurement statutes.

9. **IRREGULARITIES IN BIDS:** Pursuant to NMSA 13-1-132, APS may waive minor informalities in bids submitted provided that such informalities have no effect on price, quality, or quantity.
10. **BIDDERS EXCEPTIONS:** Any exceptions to the Scope of Work and/or Specifications shall be listed separately in the submitted bid and unless otherwise stated, specifications attached are the minimum requirements. The Buyer, after review of the bids may request clarifications on information submitted by any and all bidders in a written format, with a specified deadline for response.
11. **BRAND NAMES:** Pursuant to NMSA 13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired, and is not intended to limit or restrict competition. If a vendor proposes an "equal" to scope of work/specifications, APS is the sole interpreter of the scope of work/specifications and sole judge as to whether the "equal" proposed complies with the scope of work/specifications.
12. **BIDDER SUBMITS MULTIPLE BRAND OR PRICE:** If Bidder offers more than one brand or price per item, APS shall evaluate bids and award the goods that are in APS' best interest with regards to pricing and quality. Bidders offering other than specified goods must submit complete product data specification information for evaluation purposes.
13. **BID PRICING:** Responses, including bid prices, will be considered firm.
14. **PRICING ESCALATION:** Price escalation may be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. APS will review the information and render a Determination accepting or rejecting the new proposed pricing.
15. **BID OPENING:** Pursuant to NMSA 13-1-107, the contents of the bid will be available to the public at bid opening.
16. **BID CANCELLATION OR REJECTION:** This bid may be canceled or may be rejected in whole or in part when it is in the best interest of APS. Any sole response that is received may be rejected by APS depending on available competition and timely needs of APS.
17. **NON RESPONSIVE:** APS reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this Invitation to Bid.
18. **AWARD CRITERIA:** The bid will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. APS reserves the right to the sole judge to determine "meets or exceeds".
19. **PREFERENCES:** Bids may be awarded preference in compliance with NMSA 1978, §13-1-21 for New Mexico In-State Resident Business and Resident Veteran Business. Bidders shall include in their bid a copy of the certificate issued by State of New Mexico Taxation & Revenue. If Bid is Joint Venture, Bidder shall state in submitted bid the percentage of work that will be performed by Resident Business and/or Resident Veteran Business. A bid cannot be awarded both a resident preference and a resident veteran business preference. Preferences are not applicable for federal fund purchases.

- 20. MULTI-AWARD:** APS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153. APS reserves the right to award by item, group of items, or total bids.
- 21. AFTER AWARD:** APS reserves the right to increase or decrease the quantity of any item called for, add additional related items as APS deems necessary, or to eliminate any item entirely.
- 22. NO MINIMUM GUARANTEE:** If this bid results in a non-exclusive discount pricing agreement, more than one award may be made. No commitment is made by APS as to quantity and frequency of purchase. APS reserves the right to purchase items referenced under this agreement using any other method and from any other Vendor as deemed necessary and in the best interest of APS.
- 23. PURCHASE AFTER AWARD:** Any resulting purchases under the bid will be made by APS purchase order or procurement card. Quotes provided to APS personnel will be quoted per the awarded APS Price Agreement and will reference the APS Price Agreement number so verification of pricing can be made.
- 24. CONFIDENTIAL INFORMATION:** The Procurement Department will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements. Proprietary or Confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the offer. Confidential data is normally restricted to confidential financial information concerning the Bidder’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 to §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
- 25. DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.
- “**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.
- “**Contractor**” shall mean the successful bidder
- “**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision
- “**Desirable**” the terms “**may**”, “**can**”, “**should**”, or “**prefers**” identify a desirable or discretionary item or factor.
- “**Invitation to Bid**” or “**Bid**” shall mean all documents, including those attached or incorporated by reference, used for soliciting bids.
- “**Mandatory**” the terms “**must**”, “**shall**”, “**will**”, “**is required**”, or “**are required**”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder’s bid.
- “**Offeror**”, “**Bidder**”, or “**Proposer**” is any person, corporation, or partnership who chooses to submit a bid.
- “**Purchase Order**” shall mean the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.
- “**Responsible Bidder**” shall mean a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible property described in the bid.
- “**Responsive Bid**” shall mean a bid, which conforms in all material respects to the requirements set forth in the Bid.

TERMS & CONDITIONS

1. **TERM:** APS reserves the right to procure the services/goods as described in this Bid and enter into a contract as described on Bid front cover.
2. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer.
3. **NO MINIMUM GUARANTEE:** APS does not guarantee a minimum amount of purchases in conjunction with award of this invitation to bid.
4. **PRICING ESCALATION:** Price escalation will be considered only at the anniversary date of the award. The Contractor must submit written documentation that adequately justifies need for pricing escalation, to include the proposed new pricing structure. APS will review the information and render a Determination accepting or rejecting the new proposed pricing.
5. **TAXES:** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
6. **NON-APPROPRIATION:** APS' obligation to make payment under the terms of this bid is contingent upon its appropriation of sufficient funds to make those payments. If APS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Principal. APS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
7. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
8. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978 13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directive, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded proposer and the contracting entity with no obligation by APS.
9. **TERMINATION:** Either party may terminate this contract as follows:
 - A. **Termination by the Contractor**
 1. The Contractor may terminate this contract only if APS fails to comply with any provisions of this contract and after receiving notice of the noncompliance APS fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and APS.
 - B. **Termination by APS**
 1. For Cause
 - a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation(s) in any substantial way of any provisions of this contract.
 - b. If either one of the events identified above occur, the APS notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but **SHALL NOT** be paid for loss of profits resulting from such termination.

- c. Where Contractor's services have been so terminated by APS, the termination will not affect any rights or remedies of District against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by APS will not release the Contractor from liability.

2. For Convenience

- a. Upon ten (10) days written notice to Contractor, APS may without cause and without prejudice to any other right or remedy of APS elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
 - i. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,
 - ii. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor **SHALL NOT** be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

10. **INDEMNIFICATION:** The Bidder shall be responsible for damage to persons or property that occurs as a result of his/her fault or negligence, or that of any of his/her employees, agents or subcontractors. Bidder shall save and hold harmless APS against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Bidders' operation shall be repaired and/or restored to their original condition at the Bidder's expense.

11. **INSURANCE (If Applicable):** The successful Bidder shall (if applicable) purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability insurance approved by APS at the time of contract award. APS shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$5,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

NOTE: Certificate holder shall be:

Albuquerque Public Schools.

Certificate of Insurance forwarded to:

Albuquerque Public Schools
Procurement Department
6400 Uptown Blvd. NE, Suite 500E
Albuquerque, NM 87110

12. **AUDIT:** APS reserves the right to audit the Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by APS personnel or a third party under contract with APS. APS shall give the contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from APS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee APS' access to books and records of such party.
13. **GOVERNING LAW:** This Bid and any contract with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.
14. **INDEPENDENT CONTRACTOR:** The Contractor is an Independent Contractor performing services for APS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of APS as a result of this procurement.
15. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17, as amended, shall not be permitted to do business with APS and shall not be considered for award of the contract during the period for which it is debarred or suspended with APS.
16. **CONFLICT OF INTEREST:** By submitting a bid, the Bidder certifies that no relationship exists between the Bidder and APS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to APS.
17. **NON-DISCLOSURE:** The Bidder shall not disclose any information relating to students, and employees of APS other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless APS from any damages, claims, liabilities, and costs including reasonable attorney fees and costs in the event any unauthorized release of such information occurs.
18. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this Bid shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).
19. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (District's designated address).
20. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by APS. If delay in delivery is foreseen, Seller must notify the APS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
21. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
22. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the APS Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the Seller that are goods/services are conforming and fails to make an effective rejection.
23. **BUYERS REVOCATION OF ACCEPTANCE:** The APS Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.

24. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time
25. **ASSIGNMENTS:** The awarded Contractor shall not assign nor delegate specific duties as part of this Bid nor transfer any interest nor assign any claims for money due or to become due under this Bid without the written consent of APS.
26. **PROMOTIONAL GIFTS AND ACTIVITIES:** APS policy prohibits the distribution of jackets, shirts, caps, or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contests, or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.
27. **PAYMENT:** Any invoice receive and payment made shall be subject to APS' terms and conditions (NET 30) unless specifically waived by APS in a separate written document.
28. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA §44-7A-1, et seq. as amended.

PROTEST

Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the Contracting Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (NMSA 1978, §13-1-172). The protest must be in writing and delivered to the Executive Director - Procurement Department, Albuquerque, New Mexico.

In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (NMSA 1978, §13-1-173).

The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (NMSA 1978, §13-1-174).

The Purchasing Agent or his/her Designee shall promptly issue a determination relating to the protest.

The determination shall:

- I. State the reasons for the action taken; and
- II. Inform the protestant of the right to judicial review of the determination pursuant to NMSA 1978, §13-1-183.

A copy of the determination issued under NMSA 1978, §13-1-175 shall immediately be mailed to the protestant and other Bidders involved in the procurement (NMSA 1978, §13-1-176).

SPECIFICATIONS

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Albuquerque Public Schools (APS) is requesting competitive, sealed bid submissions to establish contracts for the purchase, maintenance and repair of office equipment and the purchase of related supplies required in the use of said office equipment.

The office equipment may include, but is not limited to, duplicator machines (such as Gestetner), binding machines, laminating machines, paper folding machines, scanners and plotter printers.

The services include, but are not limited to, any required maintenance and repair of existing equipment owned by APS, and the maintenance and repair of any equipment purchased by APS in the future.

The supplies include, but are not limited to, ink and masters for duplicators, ink for plotter printers, laminating film, binding supplies for existing equipment and any equipment purchased in the future.

ORDER PROCESS FOR CONTRACTED VENDORS

Upon request from an APS site, a contracted vendor must provide a written quote detailing requested goods and/or services. The quote must itemize all charges, including parts, labor, tax on services, and shipping, if applicable. This itemized quote will then be used to create an APS Purchase Order.

Under no circumstances are any goods or services to be provided by the vendor to any APS site without the vendor first receiving an official APS Purchase Order. The official Purchase Order will come via email to the vendor's email address as specified in their bid submission.

Upon completion of an order or services, the vendor is to process their invoice as instructed on the Purchase Order.

WARRANTY OF EQUIPMENT AND SERVICES

Maintenance and repair services provided by a contracted vendor:

1. The contracted vendor shall warrant workmanship to be free from defects and rectify any faulty repairs for a ninety (90) day period after acceptance by APS, at Vendor's expense. This excludes normal maintenance and servicing of equipment which is the owner's responsibility.

Purchase of new equipment from a contracted vendor:

1. The vendor will honor the manufacturer's warranty, providing any warranty service as required, or,
2. If vendor is not an authorized warranty service provider for any new equipment being purchased, the vendor will notify APS of such at the time of purchase, and provide the APS site with the address and contact information of the nearest warranty service center.

TECHNICAL SPECIFICATIONS

I. GENERAL REQUIREMENTS

SCOPE OF WORK:

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

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

The Albuquerque Public Schools owns/leases approximately 136 sites. A listing of these sites is included in Appendix A and includes high schools, middle schools, elementary schools, alternative schools, and several administrative areas. On these sites are approximately 620 permanent containing building materials and the condition of the material assessed. Management plans have been written on the hazard assessment, response action, and the operations and maintenance of the material. Also included in Appendix A is a map of the entire district. The Albuquerque Public School district includes all of Bernalillo County, the City of Albuquerque, the Village of Corrales, Sandia Park, and Tijeras.

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

The Abatement Contractor(s) shall provide a written estimate of total hours and cost required, and submits procedures to be used to complete any particular project prior to beginning the work. All prices given on bid sheet shall be inclusive of all work necessary to complete specified work, i.e., pre cleaning, disposal, cleaning, setup, etc. The successful bidder(s) **will be on call** for emergency asbestos removal, as well as scheduled projects. **THE CONTRACTOR MUST RESPOND IN 2 hours.** Normally, the Contractor will be required to perform abatement procedures after school hours, weekends and holidays as specified by APS. However, if specified project will not interfere with school activities (e.g., glove bag procedures) then the project may be performed during the normal school day. A total price of each project will be given to the Environmental Management Department before any work is performed. This must be done on the standard the APS contract/estimate document, (construction Report Form (CRF)) signed by the contractor. (See Appendix B) Completion dates and liquidated damages, if any, will be noted. No premiums or price increases are allowed for evening work, weekends, and/or holidays. Bid prices are for all work.

II. DESCRIPTION OF WORK

The work specified herein shall be the removal and/or encapsulation of asbestos containing materials by competent persons trained, knowledgeable and qualified in the techniques of abatement, handling and disposal of asbestos containing and asbestos contaminated materials and the

subsequent cleaning of contaminated areas, who comply with all applicable Federal, State, and Local regulations and are capable of and willing to perform the work of this Contract.

The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local regulations and these specifications. The contractor will also be required to bring in a generator or have an electrician bring in pigtailed to complete the work. APS reserves the right to have the Contractor supply and install all materials and labor for a complete working project. Further, APS may supply materials and have contractor install or APS may supply materials and install within the project. The Contractor **will** be required to obtain all necessary permits if the assigned project requires reinstallation. The project will be permitted and inspected by City or local authorities. Green tags shall be delivered to the project administrator to be kept on file.

Prior to commencement of any project, the Contractor must consider special conditions at the site when performing the asbestos abatement. (E.g. high temperatures, equipment that must remain in operation, other toxic substances in the air, penetrating the work area or contaminating surfaces.) The Contractor will be responsible for obtaining this information from APS during the Project Start Meeting.

The Contractor is responsible for restoring the work area and auxiliary areas utilized during the abatement to conditions equal to or better than original as specified in individual scope of work. For example, all fixtures (lights, alarms, intercoms, grills, HVAC ducting, etc.) will be replaced by the Contractor at no additional cost. The Contractor shall, during the progress of work, remove and dispose all debris (non-asbestos containing included) and keep the premises clean. Upon completion of the work, the Contractor shall remove all construction equipment and surplus materials (except materials that are to remain the property of the Albuquerque Public Schools as provided in the specifications). Any damages caused during the performance of abatement activities shall be repaired by the Contractor (e.g. paint peeled off by barrier tape, nail holes, water damage, broken glass) at no additional expense to APS.

III. APPLICABLE STANDARDS AND GUIDELINES

A. GENERAL REQUIREMENTS

All work under this contract shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes governing asbestos abatement or other regulated materials and any other trade work done in conjunction with the abatement.

The most recent edition of any relevant regulation, standard, document or code shall be in effect. In the event of conflict between the job requirements or these specifications, the more stringent shall govern.

Copies of all standards, regulations, codes and other applicable documents, including this specification and those listed in Section 1.5.2 shall be available at the work site in the clean change area of the worker decontamination system.

B. SPECIFIC REQUIREMENTS

Occupational Safety and Health Administration (OSHA)

- **TITLE 29 CODE OF FEDERAL REGULATIONS SECTION 1910.1001 - General Industry Standard For Asbestos.**
- **TITLE 29 CODE OF FEDERAL REGULATIONS SECTION 1910.134 - General Industry Standard For Respiratory Protection.**
- **TITLE 29 CODE OF FEDERAL REGULATIONS SECTION 1926.1101 - Construction Industry**
- **TITLE 29 CODE OF FEDERAL REGULATIONS SECTION 1910.2 - Access To Employee Exposure And Medical Records**
- **TITLE 29 CODE OF FEDERAL REGULATIONS SECTION 1910. - Hazard Communication**
- **ENVIRONMENTAL PROTECTION AGENCY (EPA)**
- **TITLE 40 CODE OF FEDERAL REGULATIONS PART 61- National Emission Standard For Asbestos.**
- **TITLE 40 CODE OF FEDERAL REGULATIONS PART 763 - Asbestos Abatement Projects; Worker**
- **PROTECTION; FINAL RULE AND ASBESTOS-CONTAINING MATERIALS IN SCHOOLS; FINAL RULE AND NOTICE; MODEL ACCREDITATION PLAN.**
- **THE CONTRACTOR MUST COMPLY WITH NEW MEXICO STATE CONSTRUCTION INDUSTRIES LICENSING ACT AND LPG ACT, 1978.**

C. SUBMITTALS NOTICES

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

1. PRIOR TO COMMENCEMENT OF WORK, AT PRE-START MEETING:

- a.** Should abatement projects involving greater than 260 linear feet of pipe insulation or 160 square feet of sprayed, troweled or otherwise applied material or covering or composing building structures or components, send written notification in accordance with 40 CFR Part 61, to the appropriate State or Federal air pollution control agency responsible for the enforcement of the National Emission Standard for Hazardous Air Pollutants (NESHAPP). Provide APS with a copy of the notice. The Contractor shall provide evidence that the EPA has been notified of the removal procedures and the location of the waste disposal. Attach copies of notification forms that are sent to the Environmental Health Department, P.O. Box 1293, Albuquerque, NM 87103.
- b.** Submit proof satisfactory to APS that required permits, site location and arrangements for transport and disposal of asbestos containing materials have been made. Submit the name of the landfill to be used for the disposal. Submit proof that all regulations pertaining to asbestos disposal will be met. Obtain and submit a copy of an asbestos manifest signed by the owner of the landfill.
- c.** Submit documentation satisfactory to APS that the Contractor's employees, including foremen, supervisors and any other company personnel or agents who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, have received adequate training and understand the hazards of asbestos as per section 4.1 of this document.
- d.** Submit documentation from a physician that all employees or agents who may be exposed to airborne asbestos in excess of background level have been medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required in OSHA 29 CFR 1910 and OSHA 29 CFR 1926. The Contractor must be aware of and provide information to the examining physician about unusual conditions in the work place environment (e.g. high temperatures, humidity, chemical containments) that may impact on the employee's ability to perform work activities.
- e.** Submit to APS, for each individual project, shop drawings for layout and construction of decontamination enclosure systems and barriers for isolation of the work area as detailed in this specification and required by applicable regulations. (APS may wish to specify these layouts in the specifications.) With APS, two (2) days prior to mobilization, inspect the premises wherein all abatement and abatement related activities will occur and submit a statement signed by both, agreeing on building and fixture condition prior to the commencement of work.
- f.** Submit manufacturer's certification that HEPA vacuums, negative pressure ventilation units and other local exhaust ventilation equipment conform to ANSI Z9.2-79. When rental equipment is to be used in abatement areas or to transport asbestos contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to APS with close out documents.
- g.** Document NIOSH & MSHA approvals for all respiratory protective devices utilized on site. Include manufacturer certification of HEPA filtration capabilities for all cartridges and filters.
- h.** Submit pre-abatement air sampling results (if conducted, these samples are optional, since the Contractor rarely has access to the site prior to job initiation.) Include location of samples, name of Air Sampling Professional, equipment, and methods utilized for sampling and analysis.
- i.** Submit documentation of respirator fit testing for all Contractor employees and agents who must enter the work area. This fit testing shall be in accordance with procedures as detailed in the OSHA 29 CFR 1910.

2. DURING ABATEMENT ACTIVITIES AND TO BE INCLUDED IN CLOSEOUT DOCUMENTS

- a. Submit weekly to the Project Manager (or as otherwise required by APS) job progress reports detailing abatement activities. Include review of progress with respect to previously established milestones and schedules, major problems and action taken, injury reports, equipment breakdown and bulk material and air sampling results conducted by Contractor's Project Monitor.
- b. Submit copies to the Project Manager of all transport manifest, trip tickets and disposal receipts for all asbestos waste materials removed from the work area during the abatement process by the next business day and in the closeout documents.
- c. Submit daily to the Project Manager, copies of work site entry logbooks with information on worker and visitor access.
- d. Prior to use on the project and at least weekly during the project, submit log documents to the Project Manager of HEPA filter inspection of HEPA vacuums for damage and proper installation and differential pressure readings on negative pressure ventilation units.
- e. Submit manometer readings. A hand written hourly log may be substituted for machine printout for verification of negative .02 inches water column on negative pressure enclosure.
- f. Submit to the Project Manager results of bulk material analysis and air sampling data collected during the course of the abatement including OSHA compliance air monitoring results.
- g. Submit to the Project Manager results of material testing conducted during the abatement for purposes of utilization during abatement activities (e.g. testing of Encapsulants for depth of penetration, testing of substitute materials for adherence to encapsulated surfaces.)
- h. Post in the clean room area of the worker decontamination enclosure, a list containing the names, addresses, and telephone numbers of the Contractor, APS contacts, the Asbestos Project Monitor, the General Superintendent, the testing laboratory and any other personnel who may be required to assist during abatement activities (e.g. Safety Officer, Building Maintenance Supervisor, Energy Conservation Officers.

3. APS AS BUILDING OWNER SHALL

a. PRIOR TO COMMENCEMENT OF WORK:

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

b. DURING ABATEMENT

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

4. SITE SECURITY

- a. The work area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of Subcontractors, APS employees and representatives, State and local inspectors and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted in the clean room of the worker

decontamination facility. This list, which shall include names and social security numbers, will be submitted to the APS School Police prior to the project start date.

- b. The Contractor shall report entry into the work area by unauthorized individuals immediately to APS.
- c. A logbook shall be maintained in the clean room area of the worker decontamination system. Anyone who enters the work area must record name, affiliation, time in, and time out for each entry.
- d. The Contractor is responsible to ensure security to the building in areas that may have been modified as necessary for the project. The Contractor is responsible for any modifications including parts and labor. At completion of project, all modifications must be returned to pre-abatement conditions.
- e. Access to the work area shall be through a single worker decontamination system in a designated location at the work site. All other means of access (doors, windows, hallways, etc.) shall be blocked by temporary walls constructed by the Contractor or locked so as to prevent entry to or exit from the work area. The only exceptions for this rule are the waste pass-out airlock which shall be scaled except during removal of containerized asbestos waste from the work area, and emergency exits in case of fire or accident. Emergency exits shall not be locked from the inside, however, they shall be sealed with polyethylene sheeting and tape until needed. Contractor shall inspect and record time of inspection on a daily log.
- f. Contractor should have control of site security during abatement operations whenever possible, in order to protect work efforts and equipment. The Contractor will be issued a key to the worksite. The Contractor will be responsible for returning keys to APS at the completion of the project. If keys are not returned or lost, the contractor will be invoiced for re-keying the respective property.
- g. Contractor will have APS assistance in notifying building occupants of impending activity and enforcement of restricted access by APS employees.

5. EMERGENCY PLANNING

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

6. PRE-START MEETING

- a. The successful Bidder shall attend a pre-start job meeting on each project. Attending this meeting may be representatives of APS and its agents along with testing/monitoring personnel (e.g. Asbestos Project Manager, Air Sampling Professional) who will actually participate in APS testing/monitoring program.
- b. The Contractor and supervisory personnel who will provide on-site direction of the abatement activities must attend. The Contractor's Air Sampling, Professional shall also attend.
- c. At this meeting the Contractor shall provide all submittals as required in Section 1.6. In addition he shall be prepared to provide detailed information concerning:
 - i. Preparation of work area.
 - ii. Personal protective equipment including respiratory protection and protective clothing.
 - iii. Employees who will participate in the project, including delineation of experience, training, and assigned responsibilities during the project.
 - iv. Decontamination procedures for personnel, work area and equipment.
 - v. Abatement methods and procedures to be utilized.
 - vi. Required air-monitoring procedures.
 - vii. Procedures for handling and disposing of waste materials.
 - viii. Procedures for final decontamination and clean up.
 - ix. A sequence of work and performance schedule.
 - x. Procedures for dealing with heat stress.
 - xi. Emergency procedures.

MATERIALS AND EQUIPMENT

I. MATERIALS

A. GENERAL (ALL ABATEMENT PROJECTS)

1. The Albuquerque Public Schools reserves the right to inspect materials to determine the quality, fitness and suitability of such materials. Inspection of materials may be conducted whenever considered necessary by APS. Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name (where applicable).
2. Store all materials subject to damage off the ground, away from wet or damaged surfaces and under cover sufficient enough to prevent damage or contamination. Replacement materials shall be stored outside of the work area until abatement is completed.
3. Damaged or deteriorating materials shall not be used and shall be removed from the work site and disposed of properly.
4. Polyethylene sheeting for walls and stationary objects shall be a minimum of 2 layers of 4 mils thick. Floors and all other critical barriers: sheeting of at least 6 mil thickness shall be used in widths selected to minimize the frequency of joints.
5. Method of attaching polyethylene sheeting shall be agreed upon in advance by the Contractor and APS and selected to provide secure containment throughout the project and secondly to minimize damage to equipment and surfaces. Method of attachment may include any combination of duct tape or other waterproof tape, furring strips, spray glue, staples, nails, screws or other effective procedures capable of sealing adjacent sheets of polyethylene and capable of sealing polyethylene to dissimilar finished and unfinished surfaces under both wet and dry conditions (including the use of amended water). Any damage to surfaces will be repaired to original condition or better.
6. Polyethylene sheeting utilized for worker decontamination enclosure shall be opaque white or black in color.
7. Special materials required to protect objects in the work area should be detailed (e.g. plywood over carpeting or hardwood floors to prevent damage from scaffolds and falling material) during pre-start

meeting for individual projects.

8. Disposal bags shall be of 6 mil. polyethylene, preprinted with labels as required by EPA regulation 40 CFR 61.152 (b)(i)(iv) or OSHA requirement 29 CFR 1910.1001 (g)(2)(ii).
9. Disposal drums shall be metal or fiberboard with locking ring tops.
10. Use adhesive labels as per EPA or OSHA requirements.
11. Warning signs as required by OSHA 29 CFR 1910.1926.

B. REMOVAL

1. Surfactant (wetting agent) shall be a 50/50 mixture of Polyoxyethylene ether and Polyoxyethylene ester, or equivalent, mixed in a proportion of 1 fluid ounce to 5 gallons of water or as specified by manufacturer. (An equivalent surfactant shall be understood to mean a material with a surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56 "Surface and Interfacial Tension of Solutions of Surface Active Agents.") Where work area temperature may cause freezing of the amended water solution, the addition of ethylene glycol in amounts sufficient to prevent freezing is permitted.
2. Encapsulating agent to be applied to surfaces from which asbestos-containing material has been stripped. The Contractor will test the adhesion if new material is to be applied to the encapsulated substrate. Some manufacturers of replacement materials will not provide a material warranty on products applied over painted, encapsulated or otherwise coated surfaces. Without proper testing, the material may "fail" and require replacement at the Contractor's expense.

C. ENCAPSULATION

1. Encapsulation materials shall be bridging or penetrating type and conform with the following characteristics:
2. Encapsulants should not be solvent based or utilize a vehicle (the liquid in which the solid parts of the Encapsulants are suspended) consisting of hydrocarbons.
3. Encapsulants shall not be flammable.
4. Additional requirements if necessary will be given in the scope of the work for individual projects (Note: Encapsulation may significantly alter the acoustical characteristics of a material, the fire rating of a material, or the bond of the material to the substrate. These factors must be considered during the abatement method selection process.)
5. Additional materials as necessary for removal, as specified in 2.1.2.

II. EQUIPMENT

A. GENERAL (ALL ABATEMENT PROJECTS)

1. Air patent selected by Contractor must be public domain or Contractor must have license to use. Contractor shall provide a release of liability to the Building Owner.
2. A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and operated in accordance with ANSI 29.2-79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-83-002. Guidance for Controlling Friable Asbestos Containing Materials in Buildings. Appendix F: Recommended Specifications and Operating Procedures for the Use of Negative Pressure Systems for Asbestos Abatement shall be utilized so as to provide one work place air change every 15 minutes or operated in accordance with 29 CFR 1926, Negative Enclosures.
3. To calculate total air flow requirement:

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

4. To calculate the number of units needed for the abatement:

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

5. For small enclosures and glove bags, a HEPA filtered vacuum system may be utilized to provide negative air pressure complying with negative pressure glove bags.
6. Submit a manometer log or Chart showing minimum of .02 inches of reduced pressure in inches of water column.
7. Respirators shall be provided that have been tested and approved by the OSHA Administration for use in asbestos contaminated atmospheres.
8. Full body disposable protective clothing, including head, body and foot coverings (unless using footwear as described in 2.2.1.6) consisting of material impenetrable by asbestos fibers (Tyvek R or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.
9. Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided to all workers and authorized visitors.
10. Nonskid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
11. A sufficient supply of disposable mops, rags and sponges for work area decontamination shall be available.

B. REMOVAL

1. A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be provided as needed.
2. Sprayers with pumps capable of providing 500 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying amended water.
3. Rubber dust pans and rubber squeegees shall be provided for cleanup.
4. Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.
5. Sufficient supplies of HEPA filtered vacuum systems shall be available during clean up.

C. ENCAPSULATION

1. Encapsulants shall be sprayed using airless spray equipment. Nozzle pressure should be adjustable within the 400 to 1500 psi range.
2. Additional support equipment as needed. See Section 2.2.2.)
3. The nature of the Encapsulants may affect the requirements for respiratory protection. Vapors that may be given off during Encapsulants application must be taken into account when selecting respirators, if types other than air supplied are used.

D. SUBSTITUTIONS

1. APPROVAL REQUIRED:

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

APS may consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by APS to evaluate the proposed substitution.

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

2. "OR EQUAL":

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

The decision of APS shall be final.

Separate substitute bids: Bidders may, if they wish, submit completely separate bids using materials and methods other than those described in the Contract Documents, provided that all substitutions are clearly identified and described, and that the Bid in all other respects is in accordance with the provisions of the Contract Documents.

3. AVAILABILITY OF SPECIAL ITEMS:

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

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

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

III. EXECUTION

A. PREPARATION

1. WORK AREAS:

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

area and carefully stored in an uncontaminated location. Carpeting, drapes, clothing, upholstered furniture and other fabric items may be disposed of as asbestos contaminated waste or cleaned as asbestos contaminated items utilizing HEPA vacuum techniques and off premises steam cleaning. Since adequate cleaning of severely contaminated fabric is difficult, APS must carefully consider whether this option is appropriate prior to abatement.

- g. Pre-clean all fixed objects in the work area using HEPA filtered vacuums and/or wet cleaning techniques as appropriate.** Careful attention must be paid to machinery behind grilles or grating where access may be difficult but contamination significant. Also pay particular attention to wall, floor and ceiling penetrations behind fixed items. After pre-cleaning, enclose fixed projects in double layer 6 mil. Polyethylene sheeting and seal securely in place with tape. Objects (e.g. permanent fixtures, shelves, electronic equipment, laboratory tables, sprinklers, alarm systems, closed circuit TV equipment and computer cables) which must remain in the work area and that require special ventilation or enclosure requirements should be identified during pre-start meeting with specified means of protection. (Contact the manufacturer for special protection requirements.) Control panels, gauges, etc. in the work area may require APS access during abatement. These shall be designated and enclosures constructed with access flaps sealed with waterproof tape.
- h. Pre-clean all surfaces in the work area using HEPA filtered vacuums and/or wet cleaning methods as appropriate.** Do not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not disturb asbestos containing materials during the pre-cleaning phase. Seal off all windows, doorways, elevator openings, corridor entrances, drains, ducts, grilles, grates, diffusers, skylights and any other openings between the work area and uncontaminated areas outside of the work area (including the outside of the building, tunnels and crawl spaces) with a double layer of 6 mil. Polyethylene sheeting and tape. (See Section 3.1.4 - Isolating work area from occupied areas.)
- i.** Cover floors in the work area with polyethylene sheeting.
- j.** Floors shall be covered with (3) three layers of 6 mil sheeting (minimum 2 layers 6 mil and a 6 mil drop cloth). Floors requiring special protection will be specified. Carpeting, hardwood flooring and tile floors may be damaged by leaks of water, ladder feet, scaffold wheels, etc. The Owner may require additional layers of protection such as plywood, canvas drop cloths or extra plastic sheeting. When specified, red powder will be used between layers to detect leaks in floor. Additional layers of sheeting may be utilized as drop cloths to aid in cleanup of bulk materials.
- k.** Plastic shall be sized to minimize seams. If the floor area necessitates seams, those on successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the flooring material. A distance of at least 6 feet between seams is sufficient. Do not locate any seams at wall floor joints.
- l.** Floor sheeting shall extend at least 12" up sidewalls at the work area.
- m.** Sheetting shall be installed in a fashion so as to prevent slippage between successive layers of materials. (Vinyl sheeting may be used for improved traction on floors.)
- n.** Cover walls in the work area with polyethylene sheeting. Walls that are non-porous and will not be damaged by water, and surfactant may not need to be covered. They can be decontaminated using HEPA vacuums and wet cleaning techniques. Walls with mortar joints (e.g. tile) are considered porous. In addition, openings through these walls to uncontaminated areas of the building must be sealed as described in Section 3.1.1.9.
- o.** Walls shall be covered with two layers of 4 mil. Polyethylene sheeting.
- p.** Plastic shall be sized to minimize seams. Seams shall be staggered and separated by a distance of at least 6 feet.
- q.** Wall sheeting shall overlap floor sheeting by at least 12 inches beyond the wall/floor joint to provide a better seal against water damage and for negative pressure.

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

2. WORKER DECONTAMINATION ENCLOSURE SYSTEMS

- a. Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the work area. One system at a single location for each contained work over is preferred. These systems may consist of existing rooms outside of the work area, if the layout is appropriate, that can be enclosed in polyethylene sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support as appropriate.
- b. Plans for construction, including materials and layout, shall be submitted as shop drawings and approved, in writing by APS prior to work initiation. Worker decontamination enclosure systems constructed at the work site shall utilize 6 mil. Opaque black or white polyethylene sheeting or other acceptable materials for privacy. Detailed descriptions of portable, prefabricated units, if used, must be submitted for APS approval. Plans must include floor plan (in accordance with 3.1.2.3) with dimensions, materials, size, thickness, plumbing and electrical utilities.
- c. The worker decontamination enclosure system shall consist of at least a clean room, a shower room, and an equipment room, each separated from each other and from the work area by curtained doorways.
- d. Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through curtained doorways consisting of two sheets of overlapping polyethylene sheeting. One sheet shall be secured at the top and left side, the other sheet at the top and right side. Both sheets shall have weights attached to the bottom to insure that they hang straight and maintain a seal over the doorway when not in use. Doorway designs, providing equivalent protection and acceptable to APS may be utilized.
- e. Access between the decontamination enclosure systems shall be through a curtained door with a minimum of 3 feet separating each curtained doorway. Pathways into (from clean to contaminated) and out from (contaminated to clean) the work area shall be clearly designated.
- f. Clean room shall be sized to adequately accommodate the work crew. Clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply at the clean room. A location for postings shall also be provided in this area. Whenever possible, a lockable door shall be used to permit access into the clean room from outside the work area. Lighting, heat and electricity shall be provided as necessary for comfort. This space shall not be used for storage of tools, equipment or materials, (except as designated) or as office space.
- g. Shower room shall contain one or more showers as necessary to adequately accommodate workers. Each showerhead shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. The Contractor shall supply an adequate supply of soap, shampoo and towels, which shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 1.0 micron particle size collection capability. (Note: A system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles.)
- h. The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A walk off pan (a small children's swimming pool or equivalent), filled with water shall be located in the work area just outside the equipment room for workers to clean off foot coverings after leaving the work area and prevent excessive contamination of the worker decontamination

enclosure system. A labeled 6-mil polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear (e.g. rubber boots, other reusable footwear) shall be stored in this area for reuse the following work day.\

3. WASTE CONTAINER PASS-OUT CHAMBER (USUALLY REQUIRED ONLY FOR LARGE JOBS) AND EMERGENCY EXITS.

- a. The waste container pass-out airlock shall be constructed at some location away from the worker decontamination enclosure system. Wherever possible, this shall be located where there is direct access from the work area to the outside of the building.
- b. This airlock system shall consist of a chamber, a container staging area, and another airlock with access to outside the work area.
- c. The waste container pass-out chamber shall be constructed in similar fashion to the worker decontamination enclosure system using similar materials and curtain doorway designs.
- d. The waste chamber shall not be used to enter or exit the work site.
- e. Emergency exits routes shall be established and clearly marked with red duct tape arrows or other effective designations to permit easy location from anywhere within the work area. They shall be secured to prevent access from uncontaminated areas and still permit emergency exiting. These exits shall be properly sealed with polyethylene sheeting, which can be cut to permit egress if needed. These, exits may be the worker decontamination enclosure, the waste pass-out chamber and/or other alternative exits satisfactory to fire officials.
- f. Isolation of the work area from occupied areas of the building (APS must clearly identify all areas that will be occupied.)
- g. The contaminated work area shall be separated from uncontaminated occupied areas of the building by the construction of airtight barriers.
- h. Walls shall be constructed of wood or metal framing to support barriers in all openings larger than 4'x8'.
- i. A sheathing material (plywood, drywall) of at least 3/8" thickness shall be applied to work side of barrier.
- j. Cover both sides of partition with a double layer of 6-mil polyethylene sheeting with staggered joints and seal in place.
- k. Caulk edges of partition at floor, ceiling, walls and fixtures to form an airtight seal.
- l. Maintenance of work place barriers and work decontamination enclosure systems.
- m. Following completion of the construction of all polyethylene barriers and decontamination system enclosures and with negative air system running, allow overnight settling to insure that barriers will remain intact and secured to walls and fixtures before beginning actual abatement activities.
- n. All polyethylene barriers inside the workplace, in the worker decontamination enclosure system, in the waste container pass-out airlock and at partitions constructed to isolate the work area from occupied areas shall be inspected at least twice daily, prior to the start of each day's abatement activities and following the completion of the day's abatement activities. Document inspections and observations in the daily project log.
- o. Damage and defects in the enclosure system are to be repaired immediately upon discovery.
- p. Use smoke tubes to test the effectiveness of the barrier system as required by 29 CFR 1926.
- q. At any time during the abatement activities after barriers have been erected, if visible material is observed outside of the work area or if damage occurs to barriers, work shall immediately stop, repairs be made to barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.
- r. If air samples collected outside of the work area during abatement activities indicate airborne

fiber concentrations greater than 0.01 f/cc or pre-measured background levels (whichever is lower) work shall immediately stop for inspection and repair of barriers. Clean up of surfaces outside of the work area using HEPA vacuums or wet-cleaning techniques may be necessary.

- s. Install and initiate operation of negative pressure ventilation equipment as needed to provide one air change in the work area every 15 minutes. An additional backup HEPA ventilation unit shall be available on site and available for use in the event of failure of equipment. Openings made in the enclosure system to accommodate these units shall be made air tight with tape and/or caulking as needed. If more than one unit is installed, they should be turned on one at a time, checking the integrity of wall barriers for secure attachment and need for additional reinforcement. Insure that adequate power supply is available to satisfy the requirements of the ventilating units. Negative pressure ventilation units shall be exhausted to the outside of the building whenever feasible. They shall not be exhausted into occupied areas of the building. Twelve-inch extension ducting shall be used to reach from the work area to the outside when required. Careful installation, air monitoring and daily inspections shall be done to insure that the ducting does not release fibers into uncontaminated building areas.
- t. Once constructed and reinforced as necessary, with negative pressure ventilation units in operation as required, test enclosure for leakage utilizing smoke tubes. Repair or reconstruct as needed.
- u. Clearly identify and maintain emergency and fire exits from the work area.
- v. Remove, clean and enclose in polyethylene sheeting the ceiling mounted objects such as lights and other items that may interfere with the abatement process and were not previously cleaned and sealed off. Utilize localized spraying of amended water and/or HEPA vacuums to reduce fiber dispersal during the removal of these fixtures.

4. REMOVAL OF BUILDING STRUCTURAL COMPONENTS.

1. After isolation of work area as described in previous sections and initiation of negative pressure ventilation, remove ceiling tiles/panels within the work area carefully. If panels are to be reused, vacuum with a HEPA filtered vacuum cleaner and carefully damp sponge and wrap cleaned tiles/panels in 4 mil polyethylene sheeting and seal with tape. Store as designated by APS (preferably outside of the work area). If tiles/panels are to be discarded it is not necessary to clean them, but wrap in a similar fashion and stage for disposal in the waste container pass-out airlock.
2. Where suspended ceiling T-grid components must be removed to perform the abatement, HEPA vacuum and wet sponge each piece after removal from hangers. Wrap clean grid pieces in 4-mil polyethylene sheeting and seal with tape. Store as designated by APS or in waste staging area if designated for disposal.
3. When removal of ceiling grid suspension system is not necessary for accessibility, to the asbestos containing materials, leave the system in place and clean properly following completion of abatement.
4. Remove plaster/drywall ceilings including lathe, furring channel system, wire mesh, ties, clips, screws, nails and other accessory items as necessary and dispose of as asbestos contaminated waste material. As work progresses, spray ceiling materials and debris with amended water to keep wet until containerized for disposal.

5. COMMENCEMENT OF WORK SHALL NOT OCCUR UNTIL

1. Enclosure systems have been constructed and tested.
2. Negative pressure ventilation systems are functioning adequately.
3. All pre-abatement submissions, notifications, postings and permits have been provided and are satisfactory to APS. (See Section 1.6.)
4. All equipment for abatement, clean up and disposal are on hand.

5. All worker training and certification is completed.
6. Contractor receives written permission from APS to commence abatement.

6. ALTERNATIVE PROCEDURES.

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

7. WORK PLACE ENTRY AND EXIT PROCEDURES

a. Personnel Entry and Exit:

- i. All workers and authorized personnel shall enter the work area through the worker decontamination enclosure system.
- ii. All personnel who enter the work area must sign the entry log, located in the clean room upon entry and exit.
- iii. All personnel, before entering the work area, shall read and be familiar with all posted regulations, personal protection requirements (including work place entry and exit procedures) and emergency procedures. A sign off shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.
- iv. All personnel shall proceed first to the clean room, remove all street clothes and appropriately place on respiratory protection (as deemed adequate for the job conditions) and disposable coveralls, head covering and foot covering. Hard hats, eye protection and gloves shall also be utilized if required. Clean respirators and protective clothing shall be provided and utilized by each person for each separate entry into the work area.
- v. Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower room and equipment room to the main work area.
- vi. Before leaving the work area all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet wiping procedures. (Small HEPA vacuums with brush attachments may be utilized for this purpose, however, larger machines may tear the suits.) Each person shall clean bottoms of protective footwear in the walk off pan just prior to entering the equipment room.
- vii. Personnel shall proceed to equipment room where they remove all protective equipment except respirators. Deposit disposable and washable clothing into appropriately labeled containers for disposal.
- viii. Reusable, contaminated footwear shall be stored in the equipment room when not in use in the work area. Upon completion of abatement it shall be disposed of as asbestos contaminated waste. Rubber boots may be decontaminated at the completion of the abatement for reuse.
- ix. Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators and the exposed face area under running water prior to removal of respirator and shower and shampoo to remove residual contamination. Various types of respirators will require slight modification of these procedures. A powered air purifying respirator face piece may have to be disconnected from the Filter/power pack assembly, which is not waterproof, upon entering the shower. A dual cartridge respirator may be worn into the shower. Cartridges must be replaced for each new entry into the work area.
- x. After showering and drying off, proceed to the clean room and don clean disposable clothing if there will be later re-entry into the work area or street clothes if it is the end of the work shift.
- xi. These procedures shall be posted in the clean room and equipment room.

8. WASTE CONTAINER PASS-OUT PROCEDURES.

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

IV. PERSONNEL PROTECTION REQUIREMENTS

A. TRAINING

1. Prior to commencement of abatement activities all personnel who will be required to enter the work area or handle containerized asbestos containing materials must have received adequate training in accordance with AHERA and OSHA regulations.
2. Special onsite training on equipment and procedures unique to this job site shall be performed as required.
3. Training in emergency response and evacuation procedures shall be provided.

B. RESPIRATORY PROTECTION

1. All respiratory protection shall be provided to workers in accordance with the submitted written respiratory protection program, which includes all items in OSHA 29 CFR 1910.134 (b) (1-11). This program shall be posted in the clean room of the worker decontamination enclosure system.
2. Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.
3. Respirators shall be selected that meet the following level of protection requirements:
 - a. **It is imperative, however, that adequate air monitoring of fiber levels and a well-designed respiratory protection program (in accordance with 29 CFR 1910.134) be implemented.** Key points of the respirator program include proper selection of respirator type and size, training of personnel in the proper inspection, donning, use, cleaning and maintenance procedures for the respirator selected including their use, limitations, and a good fitting and fit testing program to provide proper protection. Single use disposable respirators are not recommended for use during any asbestos abatement activities; however, they may be allowed if initial exposure assessment indicates the downgrade. Negative pressure, dual-cartridge, respirators shall be equipped with high efficiency filters and exhalation and inhalation valves to permit the performance of positive and negative pressure fit checks.
 - b. Contractor will collect personal air samples on their employees during abatement and shall submit copies of all personal air monitoring as required by OSHA. The Contractor shall submit evidence that the firm participates in the NIOSH Proficiency Analytical Testing Program (PAT) and have been found proficient or is accredited by the AIHA for asbestos.

C. FIT CHECKS AND FIT TESTING

1. Workers must perform positive and negative air pressure fit checks each time a respirator is put on, whenever the respirator design so permits. Powered air purifying respirators shall be tested for adequate flow as specified by the manufacturer.

2. Workers shall be given a qualitative fit test in accordance with procedures detailed in OSHA 1910 and 1926 for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.
3. Documentation of adequate respirator fit must be provided to APS.
4. No one wearing a beard shall be permitted to don a respirator and enter the work area.
5. Additional respirators (minimum of 2 of each type) and training on their donning and use must be made available at the work site for authorized visitors who may be required to enter the work area

D. PROTECTIVE CLOTHING

1. Disposable clothing including head, foot and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.
2. Hard hats, protective eyewear, gloves, rubber boots and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.

E. REMOVAL PROCEDURES

1. Clean and isolate the work area in accordance with Section 3.1.
2. Wet all asbestos containing material with an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material to the substrate, however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. If work area temperatures are below 32° degrees and amended water is subject to freezing, dry removal permits and procedures must be utilized (See 2.1.2.1).
3. Maintain a high humidity in the work area by misting or spraying to assist in fiber settling and reduce airborne concentrations. Wetting procedures are not equally effective on all types of asbestos containing materials but, shall nonetheless be used in all cases.
4. Saturated asbestos containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.
5. Material removed from building structures or components shall not be dropped or thrown to the floor. Material should be removed as intact sections or components whenever possible and carefully lowered to the floor. If this cannot be done for materials greater than 50 feet above the floor, a dust tight chute shall be constructed to transport the material to containers on the floor or the material may be containerized at elevated levels (e.g. on scaffolds) and carefully lowered to the ground by mechanical means. For materials between 15 to 50 feet above the ground may be containerized at elevated levels or dropped onto inclined chutes or scaffolding for subsequent collection and containerization.
6. Containers (6 mil polyethylene bags or drums) shall be sealed when full. (Wet material can be exceedingly heavy. Double bagging of waste material is usually necessary. A determination of need for single or double bags must be made early in the abatement process and agreed to by APS. Bags shall not be overfilled. They should be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in a gooseneck fashion. Do not seal bags with wire or cord. (Bags may be placed in drums for staging or transportation to the landfill. Bags shall be decontaminated on exterior surfaces by wet cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tops.)
7. Large components removed intact shall be wrapped in 2 layers of 6-mil polyethylene sheeting secured with tape for transport to the landfill.
8. Asbestos containing waste with sharp edged components (e.g. nails, screws, metal lath, tin sheeting) will tear the polyethylene bags and sheeting and shall be placed into drums for disposal.
9. After completion of all stripping work, surfaces from which asbestos containing materials have been

removed shall be wet brushed and sponged or cleaned by some equivalent method to remove all visible residue.

10. Clean up shall proceed in accordance with Section 3.6.
11. After the work area has been rendered free of visible residues, a thin coat of satisfactory encapsulating agent shall be applied to all surfaces in the work area including structural members, building components and plastic sheeting on walls, floors and covering non-removable items, to seal in non-visible residue.
 - a. High temperature components such as boilers and pipes may not permit the application of some Encapsulants.
 - b. If insulation or acoustical materials are to be re-applied to the abated area, be certain that the Encapsulants selected will permit good adhesion to the substrate. A small area should be tested before application.

F. ENCAPSULATION PROCEDURES

1. Prior to the application of either a bridging or penetrating Encapsulants, the load bearing characteristics of the friable material need to be tested in accordance with EPA. The results must be submitted to APS Environmental Management Department before proceeding with work.
2. Clean and isolate the work area in accordance with Section 3.1
3. Repair damaged and missing areas of existing sprayed or troweled material with non- asbestos containing substitutes. Material must adhere adequately to existing surfaces and provide an adequate base for application of encapsulating agents. Filler material shall be applied in accordance with manufacturer's recommended specifications.
4. Remove loose or hanging asbestos containing materials in accordance with the requirements of Section 3.4.
5. **Bridging type Encapsulants**
 - a. Apply bridging type encapsulants to provide 0.004 inches of minimum dry film thickness over sprayed asbestos surfaces.
6. **Penetrating type encapsulant**
 - a. Penetrating encapsulants used must be first field tested to insure proper penetration into the asbestos-containing material. Results must be submitted to the Environmental Management Department before work proceeds.
 - b. Apply penetrating type encapsulant to penetrate existing sprayed asbestos materials by 100% with field test of 80-100%.
 - c. Apply penetrating encapsulant to penetrate existing sprayed asbestos materials uniformly to substrate.
 - d. During treatment with a penetrating type encapsulant, the contractor shall release selected random core samples of the asbestos containing materials in the presence of APS to check the depth of penetration.
 - e. Apply encapsulants using airless spray equipment.
 - f. Clean up shall be in accordance with Section 3.6.

G. CLEAN UP PROCEDURE

1. Remove and containerize all visible accumulations of asbestos containing material and asbestos containing debris utilizing rubber dustpans and rubber squeegees to move material around. Do not use metal shovels to pick up or move accumulated waste. Special care shall be taken to minimize damage to floor sheeting.
2. Wet clean all surfaces in the work area using rags, mops and sponges, as appropriate.

3. Remove the cleaned outer layer of polyethylene sheeting from walls and floors. Windows, doors, HVAC system vents and all other openings shall remain sealed. The negative pressure ventilation units shall remain in continuous operation. Decontamination enclosure systems shall remain in place and be utilized.
4. After cleaning the work area and applying an encapsulating agent, wait at least 24 hours to allow fibers to settle. HEPA vacuum and wet clean all objects and surfaces in the work area again.
5. Remove all containerized waste from the work area and waste container pass out airlock.
6. Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.
7. The APS Project Manager will inspect the work area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and the 24-hour settling period/cleaning cycle repeated.
8. The work area shall be cleaned until it is in compliance with State and Local requirements and/or any more stringent criteria agreed upon by the Contractor and APS prior to initiation of abatement activities. (Criteria should be in the form of visual inspections and airborne fiber concentrations.)
9. **ADDITIONAL CLEANING CYCLES SHALL BE PROVIDED, AS NECESSARY, AT NO COST TO APS UNTIL SAID CRITERIA HAVE BEEN MET.**
10. Following the satisfactory results of clearance air monitoring, remaining barriers may be removed and properly disposed of. A final visual inspection by APS shall insure that no contamination remains in the work area. Unsatisfactory conditions may require additional cleaning and air monitoring. (See Re-establishment of the Work Area.)

H. CLEARANCE AIR MONITORING

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

I. DISPOSAL PROCEDURES

1. As the work progresses, to prevent exceeding available storage capacity on site, sealed and labeled containers of asbestos containing waste shall be removed and transported to the prearranged disposal location.
2. Disposal must occur at an authorized site in accordance with regulatory requirements of NESHAP and applicable State and Local guidelines and regulations.

3. All dump receipts, trip tickets, transportation manifests or other documentation of disposal shall be delivered to APS for its records. A recommended record keeping format utilizes a chain of custody form which includes the names and addresses of the Generator (APS), Contractor, pick up site, and disposal site, the estimated quantity of the asbestos waste and the type of containers used. The form should be signed by the Generator, the Contractor, and the disposal site operator, as the responsibility for the material changes hands. If a separate hauler is employed, his name, address, telephone number and signature should also appear on the form.

J. TRANSPORTATION TO THE LANDFILL

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

K. DISPOSAL AT THE LANDFILL

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

L. RE-ESTABLISHMENT OF THE WORK AREA

1. Re-establishment of the work area shall only occur following the completion of clean up procedures and after clearance air monitoring has been performed and documented to the satisfaction of APS as

the Building Owner.

2. Polyethylene barriers shall be removed from walls and floors at this time, maintaining decontamination enclosure systems and barriers over doors, windows, etc., as required.
3. The Contractor and APS shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning requirements in accordance with Section 3.7
4. Additional air monitoring shall be performed in accordance with Section 3.8 if additional cleanup is necessary.
5. Following satisfactory clearance of the work area, remaining polyethylene barriers may be removed and disposed of as asbestos contaminated waste.
6. At the discretion of the Contractor, mandatory requirements for personal protective equipment may be waived following the removal of all barriers.
7. Re-secure mounted objects removed from their former positions during area preparation activities.
8. Relocate objects that were removed to temporary locations back to their original positions.
9. Re-establish HVAC mechanical and electrical systems in proper working order. Remove contaminated HVAC system filters and dispose of as asbestos contaminated waste. Decontaminated filter assembly using HEPA vacuums and wet cleaning techniques. Install new filters in HVAC systems. Dispose of old filters.
10. Repair all areas of damage that occurred as a result of abatement activities.

V. SUPPORT ACTIVITIES AND PERSONNEL

A. TRAINING

1. Training shall be provided by the Contractor to all employees or agents who may be required to disturb asbestos containing or asbestos contaminated materials for abatement and auxiliary purposes and to all supervisory personnel who may be involved in planning, execution or inspection of abatement projects.
2. Training shall provide, at a minimum, information on the following topics:
3. The health hazards of asbestos including the nature of various asbestos related diseases, routes of exposure, known dose response relationships, the synergistic relationship between asbestos exposure and cigarette smoking, latency periods for disease and health basis for standards.
4. The physical characteristics of asbestos including fiber size, aerodynamic properties, physical appearance and uses.
5. Employee personal protective equipment including the types of characteristics of respirator classes, limitations of respirators, proper selection, inspection, donning, use, maintenance and storage of respirators, field testing the face piece to face seal (positive and negative pressure fit tests), qualitative and quantitative fit testing procedures, variations between laboratory and field fit testing procedures, variations between laboratory and field fit factors, factors that affect respirator fit (e.g. facial hair), selection and use of disposable clothing, use and handling of washable clothing, nonskid shoes, gloves, eye protection and hard hats.
6. Medical monitoring requirements for workers including required and recommended tests, reasons for medical monitoring and employee access to records.
7. Air monitoring procedures and requirements for workers including description of equipment and procedures, reasons for monitoring, types of samples and current standards with recommended changes.
8. Work practices for asbestos abatement including purpose, proper construction and maintenance of air tight plastic barriers, job set up of airlocks, worker decontamination systems and waste transfer airlocks, posting of warning signs, engineering controls electrical and ventilation system lockout, proper working techniques, waste cleanup, storage and disposal procedures.

9. Personal hygiene including entry and exit procedures for the work area, use of showers and prohibition of eating, drinking, smoking and chewing in the work area.
10. Special safety hazards that may be encountered including electrical hazards, air contaminants (CO, wetting agents, encapsulants, materials from Owner's operation), fire and explosion hazards, scaffold and ladder hazards, slippery surfaces, confined spaces, heat stress and noise.
11. Workshops affording both supervisory personnel and abatement workers the opportunity to see (and experience) the construction of containment barriers and decontamination facilities.
12. Supervisory personnel shall, in addition, receive training or contract specifications, liability insurance and bonding, legal considerations related to abatement, establishing respiratory protection medical surveillance programs, EPA, OSHA, and State record keeping requirements, and other topics as requested by APS.
13. Training must be provided by individuals qualified by virtue of experience and education to discuss the topic areas in 4.2.
14. Training is to have occurred within 12 months prior to the initiation of abatement activities.
15. Contractor must document training by providing date of training, training entity, course outline, and names and qualifications of trainers.

B. MEDICAL MONITORING

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

C. ASBESTOS PROJECT MANAGER

1. The Asbestos Project Manager shall be an APS representative typically an Environmental Inspector from the Environmental Management Department as the Building Owner or a designated representative paid by APS.
2. The Asbestos Project Manager shall be able to demonstrate through special education, training, skills, knowledge or experience satisfactory to APS with the ability to carry out the following activities as required:
 - a. Assist in decision making regarding selection of procedures.
 - b. Assist in writing contract specifications for the abatement.
 - c. Assist in evaluation of bids and selection of a contractor.
 - d. Enforce contract specifications.

- e.** Tour work area with the Contractor and agree on pre-abatement conditions of the work area.
 - f.** Inspect and sign off on barriers and decontamination enclosure systems.
 - g.** Observe activities at all times during the course of abatement.
 - h.** Meet with the Contractor daily to review work progress and solve problems or adjust procedures as appropriate.
 - i.** Perform bulk material or air sampling and all work place inspection clearance inspections for the Building Owner.
 - j.** Report on abatement to APS.
 - k.** Request, review and maintain Contractor submittals.
- 3.** The Asbestos Project Manager shall have the authority to stop any job activities if they are not being performed in accordance with applicable regulations or guidelines or the requirements of this specification. These will be reported to APS with description of activity, reason for stopping it and alternatives for correcting the problem. (Note: The Asbestos Project Manager will be selected as early as possible prior to selection of the Contractor to enable participation during the Pre-Bid conference, walk through, and preconstruction conference.)

METHOD OF AWARD

It is the intention of Albuquerque Public Schools (APS) to award an open-ended contract for asbestos abatement services on demand. The duration of this Contract shall be for 52 weeks following award. **At the completion of the first 52-week period, this contract is subject to review and may be extended for up to three additional 52-week periods contingent upon funding and mutual agreement of the parties.** Note that wage rates are applicable for the first year only. Assuming renewal, APS will request wage rates for subsequent years. Based upon that information, contractor may adjust the labor portion only of an affected cost (plus or minus) for the subsequent years.

The contract will be awarded in accordance with the provisions of this bid. APS will multiply the unit prices of ACM Removal column by the weighted value. The extended prices will be added for a grand total.

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

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

APS ALSO RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS AS NECESSARY FOR ADEQUATE SERVICE. AWARD(S) WILL BE MADE TO THE LOW RESPONSIBLE AND RESPONSIVE BID(S).

SUBMITTAL ITEMS

THE CONTRACTOR SHALL SUBMIT WITH THE BID PACKAGE THE FOLLOWING:

1. BID SECURITY
2. THREE (3) LOCAL REFERENCES SUBCONTRACTOR'S LISTING
3. SUBCONTRACTOR'S LISTING (APPENDIX A)
4. CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM (APPENDIX B)
5. CAMPAIGN CONTRIBUTION DISCLOSURE FORM (APPENDIX C)
6. ACKNOWLEDGEMENT OF RECEIPT FORM (APPENDIX D)
7. TERMS AND CONDITIONS (APPENDIX E)
8. ADDENDUM(S) – IF ISSUED
9. PRICING SHEETS

BID PRICE FORMS

BID PRICING LIST

(MUST SUBMIT WITH YOUR BID)

Office Equipment Purchase, Discount from List. Please provide a cross section of products (1 to 6 items). This is not intended to represent all products to be offered.

Product Description	% Discount	Unit of Measure

Supplies, Discount from List. Please provide a cross section of products 1 to 6 items). *This is not intended to represent all products to be offered.*

Product Description	% Discount	Unit of Measure

Maintenance/Repair Services, Base Hourly Rate. Please provide a cross section of services (1 to 6 services). *This is not intended to represent all services to be offered.*

Service Description	Cost	Specify one: Per Hour or Flat Fee

PRICING PLAN A (Projects LESS Than \$60,000, No Wage Decision Necessary)

OPEN END ASBESTOS CONTRACT
1.2. OPEN END ASBESTOS ABATEMENT BID FORM

MATERIAL/ESTIMATED USAGE	WEIGHTED VALUES	UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.
<u>HOMOGENEOUS AREA "A" – CEILINGS AND ROOFS</u>		
1) Suspended (Drop) ceiling panels (e.g. 2'x2', 2'x4', 1'x2') 1 up to 24,000 sq. ft.	[10]	_____/Sq. Ft.
a) Remove Grid & Wire included		_____/Sq. Ft.
2) Grid and Wire Clean in Place	[10]	_____/Sq. Ft.
3) Acoustical or decorative ceiling tiles (e.g. 12"x12") and Mastic 1 up to 10,000 sq. ft.	[15]	_____/Sq. Ft.
4) Plaster/Finish coat, troweled on ceiling	[3]	
a) Remove system incl. substrate and lath		_____/Sq. Ft.
b) Remove ACM, substrate to remain		_____/Sq. Ft.
5) Drywall/Texture, Sheetrock: 8'-20' 1 up to 10,000 sq. ft.	[15]	_____/Sq. Ft.
6) Spray applied fire proofing (Cementitious or Fibrous)		
a) 1 to 1,000 sq. ft.	[20]	_____/Sq. Ft.
b) 1,001 to 5,000 sq. ft.	[20]	_____/Sq. Ft.
c) 5,001 and greater	[20]	_____/Sq. Ft.
7) Roof felt (built up roofing)	[7]	
a) 4 ply or less		_____/Sq. Ft.
b) More than 4 ply		_____/Sq. Ft.
8) Roof Flashing	[2]	_____lf

MATERIAL/ESTIMATED USAGE	WEIGHTED VALUES	UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.
<u>HOMOGENEOUS AREA "B" – WALLS</u>		

1) Drywall/Texture, Sheetrock 1 up to 15,000 sq. ft.	[20]	
a) Single Layer		_____/Sq. Ft.
b) Multiple Layers		_____/Sq. Ft.
2) Acoustical tiles and mastic 1 up to 3,000 sq.ft.	[10]	_____/Sq. Ft.
3) Interior Stucco 1 up to 1,500 sq. ft.	[5]	_____/Sq. Ft.
4) Transit Panels 1 up to 1,200 sq. ft.	[5]	_____/Sq. Ft.
5) Lath and Plaster Remove system incl. substrate and lath	[10]	_____/Sq. Ft.
6) Plaster/Finish coat, troweled on walls Remove ACM, substrate to remain	[3]	_____/Sq. Ft.
7) Block pore filler (coating on exterior of CMU)	[10]	_____/Sq. Ft.

<u>MATERIAL/ESTIMATED USAGE</u>		<u>UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.</u>
<u>HOMOGENEOUS AREA "C" - FLOORS</u>		
	WEIGHTED VALUES	
1) Floor tiles 9"x9" and 12"x12" ACM Mastic ACM 1 up to 50,000 sq. ft.	[20]	
a) Single Layer		_____/Sq. Ft.
b) Multiple Layers		_____/Sq. Ft.
2) Floor tiles 9"x 9" and 12"x12" ACM Mastic NOT ACM 1 up to 50,000 sq. ft.	[15]	
a) Single Layer		_____/Sq. Ft.
b) Multiple Layers		_____/Sq. Ft.
3) Mastic ACM 1 up to 50,000 sq. ft.	[5]	_____/Sq. Ft.
4) RFCI – Resilient Floor Covering Institute Methods		
a) Floor Tile, 12" x 12" & Mastic ACM	[20]	_____/Sq. Ft.
b) Floor Tile, 12" x 12" ACM, Mastic NOT ACM	[10]	_____/Sq. Ft.
RFCI will refer to work practices and methods of removal of flooring materials as established by the Resilient Floor Covering Institute and accepted by OSHA. APS will identify project allowing RFCI methods, which may be restricted by type of material, condition, and nature of installation or past modifications. The work area will be isolated from adjacent areas of the building whether occupied or unoccupied by at least poly curtains with staggered flaps, critical barriers on all HVAC supply and return openings and barrier tape. Adjacent areas that may be occupied during the RFCI process will be isolated as outlined in section 3.1.4 of this document. Five foot poly splashguards will be installed to protect building components and furnishings for projects using liquid mastic removal. Ventilation devices shall be on site and ready for use to handle smoke or fumes generated by any RFCI method. All materials and equipment necessary to establish a regulated negative pressure enclosure shall be immediately available in the event RFCI methods cannot be maintained.		
5) Sheet Vinyl/Linoleum, Mastic ACM	[7]	
a) Single Layer		_____/Sq. Ft.
b) Multiple Layers		_____/Sq. Ft.
6) Carpet May require engineering controls		_____/Sq. Ft.

<u>MATERIAL/ESTIMATED USAGE</u>		<u>UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.</u>
<u>HOMOGENEOUS AREA "D"- THERMAL SYSTEM INSULATION</u>		
	WEIGHTED VALUES	
1) Mud fittings Up to 600 pieces – Up to 6" pipe	[15]	
a) Repair		_____ EA
b) Full Containment/Gross Removal		_____ EA
c) Glove Bag		_____ EA
d) Remove NON- ACM		_____ EA
2) TSI pipe insulation asbestos wrappings Up to 6" pipe (e.g. maglock, air cell) ACM 1 up to 2000 linear ft.	[10]	
a) Repair/Encapsulate Full Containment		_____
b) Gross Removal		_____ EA
c) Glove Bag		_____ EA
3) TSI pipe insulation asbestos wrappings Up to 6" pipe Non-ACM 1 up to 2000 linear ft.	[10]	
a) Repair/Encapsulate		_____

4) Flue wrappings, Breeching, Vessel, and /or Tank Insulation, Boiler Insulation	[15]	
a) Full Containment/ Gross Removal		_____ /Sq. Ft.
b) Remove NON-ACM		_____
5) Transite pipe	[5]	
One up to 500 linear ft. (8" pipe)		_____ LN
6) Cut & Wrap Pipe w/	[5]	
a) TSI Pipe Insulation – L. Ft.		_____ LN
b) Fittings – each		_____ EA
The line item for gross removal is intended for full containment in a negative pressure enclosure. All related work and costs shall be included in this pricing: pre-cleaning, set up, removal and disposal, etc. Transmission Electron Microscopy will be used for clearance. The same procedures apply for gross removal in tunnels.		
7) Clean up of Tunnels, Trenches, Crawl spaces, chases, etc. to include: Removal of all debris, soils up to 3", and lockdown. Areas will be of various sizes. Price shall be based on square footage.	[15]	_____ /Sq. Ft.
8) Area Cleaning/Decontamination	[12]	_____ /Sq. Ft.

**UNIT PRICE
ACM REMOVAL
/Pc, Sq. or Lin. Ft.**

MATERIAL/ESTIMATED USAGE

**WEIGHTED
VALUES**

1) EXTERIOR PLASTER / Stucco, Troweled or Sprayed On Exterior Walls		
a) 0-250 sq. ft.	[5]	_____ /Sq. Ft.
b) 250 -500 sq. ft.	[5]	_____ /Sq. Ft.
c) 500 - 1000 sq. ft.	[5]	_____ /Sq. Ft.
d) 1000 and up	[5]	_____ /Sq. Ft.
2) ACM WINDOW GLAZING COMPOUND	[5]	_____ /Ln. Ft.
a) Window Set Incl. trim	[10]	_____ EA
3) CONTAMINATED SOIL Remove 6" deep, per square footage	[10]	_____ /Sq. Ft.
4) LEAD ABATEMENT		
a) Technician, per hour		_____ /Hr.
b) Supervisor, per hour		_____ /Hr.
c) Transport and Disposal		_____ Cost + %
5) HOURLY RATE – Environmental issues not currently covered by a line item. Price will include material, set-up, labor and disposal fees.		
a) Technician, per hour		_____ /Hr.
b) Supervisor, per hour		_____ /Hr.
c) Transport and Disposal		_____ Cost + %
6) MOBILIZATION FEE	[20]	_____ EA

The Mobilization Fee will be allowed, with APS's approval, on jobs with a total project cost (less NESHAPS Fees and taxes) of less than \$2,500.00. This fee may also apply in the event that, at no fault of the contractor, the crew arrives at the work site and the project cannot begin and the crew has to leave the work site and reschedule.

Occasionally, APS may require removal of a material not identified by line item in this contract or is otherwise incidental to the project. Those materials may or may not be ACM or regulated. In that event, APS reserves the right to request a price quote from one or more of the successful bidders for that project.

PRICING PLAN B (Projects OVER \$60,000, Wage Decision Attached)

OPEN END ASBESTOS CONTRACT

1.2. OPEN END ASBESTOS ABATEMENT BID FORM

<u>MATERIAL/ESTIMATED USAGE</u>	<u>WEIGHTED VALUES</u>	<u>UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.</u>
<u>HOMOGENEOUS AREA "A" – CEILINGS AND ROOFS</u>		
9) Suspended (Drop) ceiling panels (e.g. 2'x2', 2'x4', 1'x2') 1 up to 24,000 sq. ft.	[10]	_____/Sq. Ft.
b) Remove Grid & Wire included		_____/Sq. Ft.
10) Grid and Wire Clean in Place	[10]	_____/Sq. Ft.
11) Acoustical or decorative ceiling tiles (e.g. 12"x12") and Mastic 1 up to 10,000 sq. ft.	[15]	_____/Sq. Ft.
12) Plaster/Finish coat, troweled on ceiling	[3]	
c) Remove system incl. substrate and lath		_____/Sq. Ft.
d) Remove ACM, substrate to remain		_____/Sq. Ft.
13) Drywall/Texture, Sheetrock: 8'-20' 1 up to 10,000 sq. ft.	[15]	_____/Sq. Ft.
14) Spray applied fire proofing (Cementitious or Fibrous)		
d) 1 to 1,000 sq. ft.	[20]	_____/Sq. Ft.
e) 1,001 to 5,000 sq. ft.	[20]	_____/Sq. Ft.
f) 5,001 and greater	[20]	_____/Sq. Ft.
15) Roof felt (built up roofing)	[7]	
c) 4 ply or less		_____/Sq. Ft.
d) More than 4 ply		_____/Sq. Ft.
16) Roof Flashing	[2]	_____ IF

<u>MATERIAL/ESTIMATED USAGE</u>	<u>WEIGHTED VALUES</u>	<u>UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.</u>
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<u>HOMOGENEOUS AREA "B" – WALLS</u>		
8) Drywall/Texture, Sheetrock 1 up to 15,000 sq. ft.	[20]	
c) Single Layer		_____/Sq. Ft.
d) Multiple Layers		_____/Sq. Ft.
9) Acoustical tiles and mastic 1 up to 3,000 sq. ft.	[10]	_____/Sq. Ft.
10) Interior Stucco 1 up to 1,500 sq. ft.	[5]	_____/Sq. Ft.
11) Transit Panels 1 up to 1,200 sq. ft.	[5]	_____/Sq. Ft.
12) Lath and Plaster Remove system incl. substrate and lath	[10]	_____/Sq. Ft.
13) Plaster/Finish coat, troweled on walls Remove ACM, substrate to remain	[3]	_____/Sq. Ft.
Block pore filler (coating on exterior of CMU)	[10]	_____/Sq. Ft.

MATERIAL/ESTIMATED USAGE		UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.
HOMOGENEOUS AREA "C" - FLOORS		
	WEIGHTED VALUES	
1) Floor tiles 9"x9" and 12"x12" ACM Mastic ACM 1 up to 50,000 sq. ft.	[20]	
c) Single Layer		_____/Sq. Ft.
d) Multiple Layers		_____/Sq. Ft.
2) Floor tiles 9"x 9" and 12"x12" ACM Mastic NOT ACM 1 up to 50,000 sq. ft.	[15]	
c) Single Layer		_____/Sq. Ft.
d) Multiple Layers		_____/Sq. Ft.
3) Mastic ACM 1 up to 50,000 sq. ft.	[5]	_____/Sq. Ft.
4) RFCI – Resilient Floor Covering Institute Methods		
c) Floor Tile, 12" x 12" & Mastic ACM	[20]	_____/Sq. Ft.
d) Floor Tile, 12" x 12" ACM, Mastic NOT ACM	[10]	_____/Sq. Ft.
RFCI will refer to work practices and methods of removal of flooring materials as established by the Resilient Floor Covering Institute and accepted by OSHA. APS will identify project allowing RFCI methods, which may be restricted by type of material, condition, and nature of installation or past modifications. The work area will be isolated from adjacent areas of the building whether occupied or unoccupied by at least poly curtains with staggered flaps, critical barriers on all HVAC supply and return openings and barrier tape. Adjacent areas that may be occupied during the RFCI process will be isolated as outlined in section 3.1.4 of this document. Five foot poly splashguards will be installed to protect building components and furnishings for projects using liquid mastic removal. Ventilation devices shall be on site and ready for use to handle smoke or fumes generated by any RFCI method. All materials and equipment necessary to establish a regulated negative pressure enclosure shall be immediately available in the event RFCI methods cannot be maintained.		
5) Sheet Vinyl/Linoleum, Mastic ACM	[7]	
e) Single Layer		_____/Sq. Ft.
c) Multiple Layers		_____/Sq. Ft.
6) Carpet May require engineering controls		_____/Sq. Ft.

MATERIAL/ESTIMATED USAGE		UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.
HOMOGENEOUS AREA "D" - THERMAL SYSTEM INSULATION		
	WEIGHTED VALUES	
9) Mud fittings Up to 600 pieces – Up to 6" pipe	[15]	
a) Repair		_____ EA
b) Full Containment/Gross Removal		_____ EA
c) Glove Bag		_____ EA
d) Remove NON- ACM		_____ EA
10) TSI pipe insulation asbestos wrappings Up to 6" pipe (e.g. maglock, air cell) ACM 1 up to 2000 linear ft	[10]	
d) Repair/Encapsulate Full Containment		_____ EA
e) Gross Removal		_____ EA
f) Glove Bag		_____ EA
11) TSI pipe insulation asbestos wrappings Up to 6" pipe Non-ACM 1 up to 2000 linear ft	[10]	
b) Repair/Encapsulate		_____

	[15]	
12) Flue wrappings, Breeching, Vessel, and /or Tank Insulation, Boiler Insulation		
e) Full Containment/ Gross Removal		_____ /Sq. Ft.
d) Remove NON-ACM		_____
13) Transite pipe	[5]	
One up to 500 linear ft. (8" pipe)		_____ LN
14) Cut & Wrap Pipe w/	[5]	
c) TSI Pipe Insulation – L. Ft.		_____ LN
d) Fittings – each		_____ EA
<p>The line item for gross removal is intended for full containment in a negative pressure enclosure. All related work and costs shall be included in this pricing: pre-cleaning, set up, removal and disposal, etc. Transmission Electron Microscopy will be used for clearance. The same procedures apply for gross removal in tunnels.</p>		
15) Clean up of Tunnels, Trenches, Crawl spaces, chases, etc. to include: Removal of all debris, soils up to 3", and lockdown. Areas will be of various sizes. Price shall be based on square footage.	[15]	_____ /Sq. Ft.
16) Area Cleaning/Decontamination	[12]	_____ /Sq. Ft.

MATERIAL/ESTIMATED USAGE	UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.
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	WEIGHTED VALUES	
2) EXTERIOR PLASTER / Stucco, Troweled or Sprayed On Exterior Walls		
e) 0-250 sq. ft.	[5]	_____ /Sq. Ft.
f) 250 -500 sq. ft.	[5]	_____ /Sq. Ft.
g) 500 - 1000 sq. ft.	[5]	_____ /Sq. Ft.
h) 1000 and up	[5]	_____ /Sq. Ft.
7) ACM WINDOW GLAZING COMPOUND	[5]	_____ /Ln. Ft.
b) Window Set Incl. trim	[10]	_____ EA
8) CONTAMINATED SOIL Remove 6" deep, per square footage	[10]	_____ /Sq. Ft.
9) LEAD ABATEMENT		
d) Technician, per hour		_____ /Hr.
e) Supervisor, per hour		_____ /Hr.
f) Transport and Disposal		_____ Cost + %
10) HOURLY RATE – Environmental issues not currently covered by a line item. Price will include material, set-up, labor and disposal fees.		
d) Technician, per hour		_____ /Hr.
e) Supervisor, per hour		_____ /Hr.
f) Transport and Disposal		_____ Cost + %
11) MOBILIZATION FEE	[20]	_____ EA

The Mobilization Fee will be allowed, with APS's approval, on jobs with a total project cost (less NESHAPS Fees and taxes) of less than \$2,500.00. This fee may also apply in the event that, at no fault of the contractor, the crew arrives at the work site and the project cannot begin and the crew has to leave the work site and reschedule.

Occasionally, APS may require removal of a material not identified by line item in this contract or is otherwise incidental to the project. Those materials may or may not be ACM or regulated. In that event, APS reserves the right to request a price quote from one or more of the successful bidders for that project.

COMPLIANCE

(REQUIRED LEGAL FORMS)

All of the following forms must be signed and submitted with your bid or your bid may be rejected.

**CONFLICT OF INTEREST, NON-COLLUSION AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**
CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. Does vendor agree? **YES** Initials of Authorized Representative of vendor _____

DEBARMENT/SUSPENSION STATUS

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

CERTIFICATION

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

Signature: _____

Date: _____

Name of Person Signing (typed or printed) _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE INVITATION TO BIDS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

Name(s) of Applicable Public Official(s) if any:

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (Position)

--OR--

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

Signature

Date

Title (Position)