

**SONOMA STATE UNIVERSITY  
REQUEST FOR PROPOSAL NO. 3030139  
ASBESTOS & LEAD ABATEMENT SERVICES**

**SECTION I – REQUEST FOR PROPOSALS AND SERVICE REQUIREMENTS/SPECIFICATIONS**

**1. INTRODUCTION**

Sonoma State University invites you to submit a proposal for providing asbestos and lead abatement services for the period of July 1, 2011 through June 30, 2016 on an “as-needed/as-requested” basis in accordance with the following RFP:

Section I:	Request for Proposal and Services Requirements/Specifications
Section II:	Contractor Responsibilities
Section III:	General Requirements
Section IV:	Questions & Clarifications
Section V:	Proposal Instructions & Format
Section VI:	Selection Criteria, Evaluation & Award
Appendix A:	CSU General Provisions for Services Acquisitions
Appendix B:	Required Proposal Submittals/Cost Sheets

**2. SCOPE OF WORK - GENERAL**

- (a) Primary Contractor (Contractor) and subcontractor(s) designated by Contractor shall provide all transportation, documents, materials, equipment, personnel, labels, containers, tools, vehicles, and other means necessary to execute an agreement according to the specifications and performance standards identified in this agreement. Contractor accepts full responsibility for its own work and the work of any of its designated subcontractors.
- (b) By signing this contract, Contractor makes representation as possessing all resources and expertise necessary to carry out the provisions of this agreement in full compliance with applicable regulations. Contractor and its designated subcontractors shall be responsible to pay any fines or fees assessed against either of them by any regulatory agency having jurisdiction, including, but not limited to, the Bay Area Air Quality Management District (BAAQMD), California Department of Toxic Substances Control (DTSC), and the California Occupational Health & Safety Administration (Cal-OSHA).
- (c) Contractor shall provide lead and asbestos abatement services on an as need basis, as requested by the University. This contract has no minimum service activity guarantee. Contractor shall complete an Asbestos Work Form or a Lead Work Form (attached) and submit it to the Project Manager for approval prior to commencing work on each job.

- (d) **Third Party Monitoring & Oversight:** Contractor agrees to have all work monitored and inspected by a third party consultant ("Monitoring Contractor"), selected by the University. Contractor agrees to provide Monitoring Contractor personnel access to any location of the job site at any time for this duration of the contract. Any deficiencies noted by the Monitoring Contractor during work operations shall be immediately corrected.

By entering into the contract, Contractor agrees that all material testing, including, but not limited to, asbestos air clearances: Phase Contrast Microscopy (PCM), Transmission Electron Microscopy (TEM); hazardous waste determinations: Toxicity Characteristic Leaching Procedure (TCLP), Soluble Threshold Limit Concentration (STLC) and other testing deemed necessary by SSU or Monitoring Contractor constitute a final determination. All testing will be performed by a certified third party analytical laboratory selected by the University.

The University reserves the right to test any areas that may have become contaminated as a result of Contractor activities, including outdoor pathways to waste containers, soil adjacent to containers, or spill areas. Contractor shall be responsible for decontaminating any affected area to levels acceptable for re-occupancy as defined by applicable regulations.

- (e) **PERSONAL AIR MONITORING.** Contractor shall perform personal air monitoring at its own expense for its employees for both lead and asbestos in accordance with applicable Cal-OSHA regulations and as requested by the University. Copies of all monitoring results shall be provided to the Project Inspector on completion of the project. The University, at its discretion, may accept a current and fully documented negative exposure assessment for specific operations.
- (f) **REGULATORY AGENCY NOTIFICATIONS.** Contractor is responsible for timely submittal of the appropriate regulatory notifications for each abatement project that requires it. Copies of the notifications shall be provided to the Project Manager prior to commencement of work. Contractor shall itemize the actual fees incurred of all regulatory agency notifications on each invoice to the University. Contractor shall not charge for labor, materials, postage, or other items of expense emanating regulatory agency notifications, correspondence, or consultation. Any costs levied for incomplete or inaccurate submissions shall be paid by the Contractor.
- (g) The University will either clear non-hazardous objects from the designated work areas or request that Contractor perform the removal as part of the project at contractual labor rates. For larger projects, the University will provide demolition plans that identify structural members and other necessary information throughout the project. It is the Contractor's responsibility to check with the University Project Manager prior to altering any structural components above and beyond those identified in either the Asbestos Inspection Report or the Lead Inspection Report. Contractor shall be responsible for the full cost of repairing or replacing any non-target structural members that Contractor damages during the performance of this contract.

- (h) **EMERGENCY RESPONSE and PRIORITY CLEANUP RESPONSE TIMES.**  
Contractor must be able to provide fully equipped personnel to respond to accidental asbestos fiber or lead containing material releases. Response times must be no more than two hours for any incident. The University may require that the Contractor provide for consecutive shifts until work is completed. Inability to provide timely responses to accidental releases will be cause for terminating the contract.
- (i) **JOB ESTIMATING PROCEDURE & ITEMIZED TIME AND MATERIALS.**  
Contractor shall visit the site to provide written estimates for jobs as requested by the University. Verbal estimates will be provided at the conclusion of the site walk-through. Completed written estimates shall be submitted within twenty-four hours of the site walk through.
- Estimates represent the professional judgment of the Contractor and are not expected to be exceeded except under significant changes in the scope of work. Contractor must receive University written authorization to perform any work beyond the amount agreed on in the original estimate. Contractor shall be liable for any amount over the estimate. Frequent estimating errors will be cause for contract termination.
- Contractor shall provide an itemized list of personnel time and materials used on each job and submit with the invoice. This itemized list will be in the same format as the Asbestos or Lead Project Estimate Sheet, also to be included with the invoice.
- (j) **ELECTRONIC SUBMISSIONS.** Estimates and invoices will be submitted electronically to the SSU Project Manager. All other written correspondence shall be conducted via e-mail.

## **2.1 SCOPE OF WORK - ASBESTOS ABATEMENT**

- (a) **ABATEMENT.** Asbestos is located in flooring material, various flooring mastics, roofing material, sheetrock taping joint compound, thermal system insulation, fire doors, baseboard mastic, ceiling tile mastic, transite, and various other materials throughout campus. Asbestos content and type will vary from material to material. Asbestos abatement includes, but is not limited to, emergency and non-emergency clean up of asbestos dust generated from a fiber release episode, priority abatement of ACM in association with other contractor activity, demolishing structures or structural components containing asbestos, cleaning and changing filters on University HEPA vacuums and negative air machines, decontaminating brake system gloveboxes, and excavation, cutting, and bagging of asbestos concrete pipe.

Contractor shall remove and segregate for disposal all materials in each homogeneous area identified as containing any amount of asbestos in each Inspection Report. Contractor shall segregate waste materials into hazardous waste (greater than 1% asbestos and friable) and non-hazardous waste containers (non-friable waste materials with less than 1% asbestos and other wastes).

Contractor shall clean each surface area until free from visible dust. This includes the use of wire brushes on piping, mastic remover on floor mastics, and the combined use of wet cleaning methods and HEPA vacuuming. Corroded or pitted piping that prevents the complete removal of insulation shall be wire brushed and sprayed with an approved encapsulant.

- (b) CLEARANCE. Each containment area constructed by Contractor shall be cleared using perimeter area monitoring and must show that clearance levels contained in 40 CFR Part 763, Subpart E, of the EPA Asbestos in Schools Rule are met, or that perimeter area levels, measured by Phase Contrast Microscopy (PCM) are no more than background levels representing the same area before the asbestos work began. Monitoring Contractor shall perform all initial clearance samples at no additional cost to the Contractor. If clearance levels are not initially met, Contractor shall be responsible for all additional sampling costs, including time, materials, and analytical costs.

Contractor shall keep containment areas fully intact until clearance samples pass levels contained in 40 CFR Part 763, Subpart E, of the EPA Asbestos in Schools Rule. Standard turnaround time for PCM samples shall be two (2) hours if sample is taken before 2:00 p.m. PCM samples taken after 2:00 p.m. shall be completed by 10:00 a.m. the next business day. TEM samples completed before 5:00 p.m. shall have analysis completed before 5:00 p.m. the next business day.

Contractor shall implement more stringent work practices and project design standards if requested to do so by the University. In addition, the University reserves the right to run PCM or TEM clearances on any job, regardless of whether or not PCM or TEM clearances are required by regulation. Contractor agrees to conform to recleaning procedures until containment areas pass clearance by the method chosen by the University.

- (c) ASBESTOS WASTE MANAGEMENT. The University will arrange and pay for the disposal of all hazardous waste generated as part of each project. Contractor will separate friable asbestos waste from non-friable asbestos waste. Contractor shall arrange and pay for all asbestos packaging material (bags, drums, etc.). Friable asbestos waste shall be double-bagged in six mil plastic or place in leak-tight D.O.T.-approved containers. Contractor shall package waste according to University requirements for each job. Non-friable asbestos waste shall be bagged or double wrapped in six mil plastic on pallets (e.g. linoleum flooring, roofing) or placed into drums. Contractor shall provide all glovebags, plastic sheeting, and D.O.T.-approved containers necessary for disposal. For large jobs (> 16 cubic yards of hazardous waste), the University will provide roll-off bins. Contractor personnel shall be responsible for delivering packaged asbestos waste materials to the University hazardous waste storage area at the end of each project or sooner if directed by the University Project Manager.

## **2.2 SCOPE OF WORK - LEAD ABATEMENT**

- (a) LEAD ABATEMENT. Lead based paint and other lead containing materials are located in various locations on the Sonoma State University campus. Contractor shall remove

and segregate for disposal all materials in each testing combination identified as containing any amount of lead in the Inspection Report.

All materials identified in the Inspection Report as containing any concentration of lead shall have the paint removed in its entirety or the testing combination architectural component removed substantially intact, whichever is deemed appropriate by the University.

- (b) CLEARANCE. Each containment area constructed by Contractor shall be cleared using the dust clearance protocols and levels identified in the HUD Guidelines. The University Project Manager or Monitoring Contractor shall perform all initial dust samples at no additional cost to the Contractor. If clearance levels are not initially met, Contractor shall be responsible for all additional sampling costs, including time, materials, and analytical costs.
- (c) LEAD WASTE MANAGEMENT. Contractor shall segregate all lead containing waste materials according to the following:
  - (i) HUD Category I – Low Lead Waste. Monitoring Contractor will perform TCLP/STLC analysis of this waste stream to determine suitability for disposal. Contractor shall arrange and pay for the containerization, transportation, and disposal of this waste stream.
  - (ii) HUD Category II – Architectural Components. Monitoring Contractor will perform TCLP/STLC analysis of this waste stream to determine suitability for disposal. The University shall arrange and pay for the containerization, transportation, and disposal of this waste stream.
  - (iii) HUD Category III – Concentrated Lead Waste. Monitoring Contractor will perform TCLP/STLC analysis of this waste stream to determine suitability for disposal. The University shall arrange and pay for the transportation and disposal of this waste stream.
  - (iv) HUD Category IV – Other Lead Waste (Soil). Monitoring Contractor will perform TCLP/STLC analysis of this waste stream to determine suitability for disposal. In the event that Contractor activities generate lead contaminated soil, Contractor shall arrange and pay for the containerization, transportation, and disposal of this waste stream.

Contractor shall provide all glovebags, plastic sheeting, and D.O.T.-approved containers necessary for disposal. For large jobs (> 16 cubic yards of hazardous waste), the University will provide roll-off bins.

### 3. DEFINITIONS

- (a) "applicable regulations" means any code, law, statute, regulation, rule, ordinance, decree, directive, edict, mandate, or order emanating from a legislative body, regulatory agency,

or person of jurisdiction over the specific elements of this agreement. Applicable regulations include, but are not limited to, California Code of Regulations Title 8, Title 17, and Title 22, and Code of Federal Regulations Title 29, Title 40, and Title 49.

- (b) "Certified Asbestos Consultant" means persons certified according to the provisions of Title 8, California Code of regulations, Article 2.6, Section 341.15.
- (c) "Certified Lead Supervisor" means an individual who has received a certificate or interim certificate from the Department of Health Services as a "certified lead supervisor" (17CCR Section 35008).
- (d) "Certified Lead Worker" means an individual who has received a certificate or interim certificate from the Department of Health Services as a "certified lead worker" (17CCR Section 35009).
- (e) "Contractor" means the company or firm that has entered into this agreement.
- (f) "On-Site Supervisor" means the Contractor-assigned supervisor or supervisors that possess the required certifications specified in this document.
- (g) "Monitoring Contractor" means the third party firm hired by the University to conduct monitoring and oversight of the Contractor during the performance of this agreement.

## **SECTION II – CONTRACTOR RESPONSIBILITIES**

### **1. REGISTRATION OF CONTRACTOR**

- (a) Contractor must be ASB certified in accordance with the provisions of the Business and Professions Code. Contractor shall be properly licensed, providing current license number and business license number(s) prior to commencing work. All application licenses and permits are the responsibility of the Contractor.
- (b) Contractor must be HAZ certified in accordance with the provisions of the Business and Professions Code. Contractor shall be properly licensed, providing current license number and business license number(s) prior to commencing work. All application licenses and permits are the responsibility of the Contractor.

### **2. WORK HOURS & COMPLETION SCHEDULE**

- (a) Asbestos and lead abatement and packaging shall be completed on the dates and times specified for each project.
- (b) Contractor agrees to the following standard response times for abatement services:

<u>Job Duration</u>	<u>Response/Start Time</u>
1-3 days	within 1 week

4-7 days                      within 2 weeks  
8+ days                        within 3 weeks

- (c) Standard response times include providing an on-site cost estimate for the work to be performed as well as beginning the work within the response time specified.
- (d) Contractor shall be available to provide emergency asbestos and lead abatement services within two hours of notification, at the next available shift, and within twenty four hours as directed by the University.
- (e) Work hours will generally be limited to 8:00 to 4:30 p.m., Monday through Friday, excluding University holidays. Some jobs will require work to be done on weekends, evening hours, and early morning hours. All work schedules will be coordinated by the Project Manager.

### **3. APPROVAL/ACCEPTANCE OF SERVICES**

- (a) Contractor agrees and understands that all services provided under the terms of this contract are subject to the approval of Sonoma State University.

### **4. LABOR FORCE AND SUPERVISION**

- (a) Contractor shall provide sufficient personnel to complete each project according to the specifications herein.
- (b) Contractor shall ensure that the On-Site Supervisor(s) is providing supervision at all times while any work under this contract is being performed.
- (c) Any person whose actions are judged incompetent or disorderly by the Project Manager shall be promptly removed from the site for the duration of the contract upon notification of the Contractor.

### **5. PERSONNEL QUALIFICATIONS**

- (a) ASBESTOS. All work involving the handling of asbestos containing materials must be supervised at all times by an on-site AHERA certified competent person in compliance with Cal-OSHA requirements. Contractor shall utilize AHERA- trained workers that have demonstrated knowledge and skill in the abatement, handling, and disposal of asbestos containing materials. Minimum qualifications shall include:
  - (i) Workers - Training in compliance with OSHA and AHERA training requirements.
  - (ii) On-Site Supervisor - AHERA Project Manager certification, and four (4) years related work experience.
  - (iii) Contractor Project Manager - Certified Asbestos Consultant certification. Contractor Project Manager shall be available by telephone at all times and will be required to be on site in the event of significant problems that cannot be resolved over the phone.
- (b) LEAD. All work involving the handling of lead containing materials must be under the direction of a California Department of Public Health (CDPH) certified Project Monitor

or Supervisor. The CDPH certified Project Monitor or Supervisor shall be on-site where required by law or required by the University. Contractor shall utilize CDPH-certified workers that have demonstrated knowledge and skill in the abatement, handling, and disposal of lead containing materials.

- (i) Workers – Department of Health Services Certified Lead Worker per California Code of Regulations, Title 17, Division 1, Chapter 8.
- (ii) Supervisor - Department of Health Services Certified Lead Supervisor per California Code of Regulations, Title 17, Division 1, Chapter 8.

## **6. CODES, RULES AND REGULATIONS**

- (a) All services to be provided shall comply in all respects with the requirements of the Asbestos Hazard Emergency Response Act (AHERA), the federal Occupational Safety and Health Administration (OSHA), the California Occupational Safety and Health Act (Cal-OSHA), the California Business and Professions Code (BFC), the "Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing" (HUD Guidelines), June 1995, and with all other applicable codes, rules, and regulations.
- (b) Contractor agrees to pay any fines or fees assessed against Contractor by any regulatory agency having jurisdiction, including, but not limited to, the California Occupational Safety & Health Administration (Cal-OSHA), the Bay Area Air Quality Management District (BAAQMD), and the California Department of Toxic Substances Control (DTSC).

## **7. SAFETY PLAN**

- (a) Contractor shall prepare a Site Safety Plan and submit it to the Sonoma State University Project Manager for approval before commencing work. The minimum the Plan will provide for:
  - (i) Tools, equipment, protective devices, and monitoring procedures used to ensure general worker safety, protect property, and minimize exposure of all personnel to asbestos, lead, electrical, mechanical, fire, and other hazards that may be encountered on this project.
  - (ii) The protection of campus property and personnel by identifying safe work practices and waste handling methods.
  - (iii) Personal protective clothing and equipment to be worn by personnel performing asbestos abatement.
  - (iv) Air and/or personnel monitoring as needed.

- (v) Specific procedures to be used during asbestos and lead abatement operations. Procedures must be of sufficient detail to permit evaluation of potential exposure of workers and nearby population.
  - (vi) Site specific emergency procedures to be implemented in the event of a release, explosion, fire, injury or other emergency. Procedures must include notifications, evacuation, and medical management of injuries.
  - (vii) A proposed work schedule and manpower loading plan for large projects (8+ days). This shall include a work-area by work-area schedule for the abatement work. The schedule shall note the room(s)/work area(s) name and the date and approximate times for beginning and terminating work in that area.
- (b) Contractor shall exercise caution and effectively implement the Safety Plan at all times for the duration of the contract. If, in the judgment of the University Project Manager, the Contractor fails to properly execute the Safety Plan, the Contractor shall:
- (i) Immediately cease all operations.
  - (ii) Immediately remove all Contractor personnel from site.
  - (iii) Submit a written proposal of corrective actions to the University Project Manager and obtain approval before commencing work.

## **8. WASTE LEAD AND ASBESTOS PACKAGING AND DISPOSAL**

- (a) Contractor shall provide all equipment and labor to properly segregate friable and non-friable asbestos-containing waste material and all hazardous and non-hazardous lead-containing debris. Contractor to provide tape, plastic sheeting, plastic bags, D.O.T.-approved containers or drums, and all other materials necessary to package lead and asbestos waste for disposal. Contractor shall provide labor and other means necessary to transport and load appropriately packaged lead and asbestos materials into designated campus storage facilities.
- (b) The University shall arrange and pay for the off-site transportation and disposal of all lead and asbestos containing hazardous waste generated as part of this project.
- (c) Contractor shall arrange and pay for the transportation and disposal of all non-hazardous waste generated as part of this project, including non-hazardous waste containing asbestos or lead.
- (d) Contractor shall not mix general project debris with hazardous or non-hazardous waste containing lead or asbestos. Contractor shall be responsible for the transportation and disposal of any mixed debris.

## **9. STORM DRAIN PROTECTION**

- (a) Nothing may be rinsed to storm drains (exterior drains and some covered drains). It is illegal to discharge paint rinses, high sediment loads, joint compound cleanup rinses,

water soluble solvents or oils, or any other constituent to a storm drain. Nothing may flow into storm drains except uncontaminated rainwater.

(b) Rinsewater that contains only non-hazardous sediment must be discharged to the landscape for whenever possible. Filter fabric, sand bags, gravel bags, silt fencing, straw wattles, or other recognized means of sediment control must be used on all storm drains receiving powerwasher rinseate.

(c) Contractor shall pay any fines or fees assessed against them by any regulatory agency having jurisdiction, including, but not limited to the North Coast Regional Water Quality Control Board. Contractor shall be financially responsible for any costs associated with cleaning up hazardous materials entering storm drains or the natural environment as a result of primary contractor's or subcontractor's activity.

## **10. CONTRACTOR'S RESPONSIBILITY FOR DAMAGE**

- (a) If the Contractor damages any property belonging to the University (with the exception of asbestos and lead containing materials being removed), the University may either retain from the money due to the Contractor an amount sufficient to repair the damage, or require the Contractor to repair the damage to the satisfaction of the University at the Contractor's expense.

## **11. RECEIVING & STORAGE OF MATERIALS**

- (a) Sonoma State University's Receiving Department shall not be used for receipt of any materials to be used for contracted work on campus without special permission granted by the University's Procurement and Support Services Officer.
- (b) Contractor must either have materials delivered to their place of business or make arrangements for one of Contractor's personnel to accept deliveries at the job site.
- (c) Contractor may make use of certain areas proximal to the job location for storage and handling of materials. Area utilization must be approved by the University Project Manager prior to commencement of work.

## **12. CAMPUS SECURITY**

- (a) Contractor personnel shall cooperate with University Police on matters of building security and shall comply with all campus regulations in effect during contract period. In the event that Contractor performs work during non-business hours, Contractor will coordinate with University Police for door unlocks in the morning and will notify University Police for door locks at the end of each day of work.

## **13. WORK AREA SECURITY**

- (a) Work area security is the responsibility of the Contractor. Contractor shall restrict work areas to only authorized, trained, and protected personnel. These may include the

Contractor's employees, employees of the subcontractor(s), Monitoring Contractor personnel, University personnel and representatives, State and local inspectors, and any other designated individuals.

- (b) Work area security shall be achieved by signs, barricades, tape, chains, and all other means necessary to keep unauthorized persons out.

#### **14. WORKING AREAS**

- (a) The University Project Manager may designate spaces and routes for the storage of materials, the use of workmen, and the ingress and egress of personnel. Materials and equipment shall be kept strictly within these limits.

#### **15. COMPLIANCE WITH LAWS, PERMITS, AND LICENSES**

The firm must be properly licensed to do business in California in accordance with the provision of the State Business and Professions Code.

Firm shall obtain, at their expense, all necessary permits, licenses, worker's compensation, and insurance coverage to comply with applicable federal, state, university and local statutes, rules and regulations.

#### **16. BUILDING RULES AND REGULATIONS**

Contractor employees and subcontractors shall comply with all University instructions pertaining to conduct and building regulations. SSU reserves the right to request the removal or replacement of any employee for any violation at any time.

### **SECTION III – GENERAL REQUIRMENTS**

#### **1. PARKING**

Parking is strictly enforced on campus. A valid parking permit is required. View “Short Term Parking” info at [http://www.sonoma.edu/ps/parking/parking\\_permit.html](http://www.sonoma.edu/ps/parking/parking_permit.html)

#### **2. AMERICANS WITH DISABILITIES ACT**

The firm’s signature and date affixed hereon shall constitute as certification under penalty of perjury that the agency is an equal opportunity employer, and is in compliance with the requirements of the Americans with Disabilities Act of 1990 (P.L. 101-336).

#### **3. DVBE AND SMALL BUSINESS PREFERENCE**

The State of California supports statewide participation goals of 3% for Disabled Veteran Business enterprises, (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small Business and DVBE Services (OSDS) are eligible to receive the preference. The

CSU encourages all contractors to use the services of DVBE and OSDS-certified small business enterprises whenever possible, and to report their use to the CSU.

#### **4. NONDISCRIMINATION STATEMENT OF COMPLIANCE**

The firm's signature and date affixed hereon shall constitute as certification under penalty of perjury that the contractor has, unless exempted, complied with the non-discrimination requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103 which requires the development and implementation of a non-discrimination program as defined in Section 8104.

#### **5. DRUG-FREE WORKPLACE CERTIFICATION**

By accepting a contract or purchase order, the contractor certifies under penalty of perjury that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. requires.

#### **6. SUBJECT TO AUDIT**

The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of the contract.

#### **7. CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS**

CSU General Provisions for Service Acquisitions: Prior to submitting a proposal, proposers are encouraged to review the CSU General Provisions for Service Acquisitions accessible at <http://www.calstate.edu/CSP/crl/GP/GP.shtml> (CRL 050), which will be incorporated into the agreement.

#### **8. REQUIRED INSURANCE & LIMITATIONS OF LIABILITY**

Contractor shall furnish to the University prior to the commencement of work endorsement with a certificate of insurance stating that there is General Commercial Liability insurance presently in effect for the contractor with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that automobile insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

- (a) The certificate of insurance shall provide:
  - (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the University;
  - (ii) A separate endorsement for General Liability and Auto Insurance policing stating that the State of California, the Trustees of the California State University, the CSU, the campus, and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
  - (iii) That the State, the Trustees, and the CSU, and the employees, officers,

and agents of each of them will not be responsible for any premiums or assessments on the policy;

- (iv) That the insurer has an AM Best rating of A: VII or equivalent.
- (b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the University, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the University may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (c) Workers' Compensation insurance coverage as required by the State of California.

## **9. INDEMNIFICATION AND HOLD HARMLESS CLAUSE**

- (a) Contractor agrees to assume all liability inherent to the agreement, including, but not limited to:
  - (i) any loss, damage, injury, or death incurred by any person, including contractor's agents and subcontractors.
  - (ii) all costs of defending any claim for loss, damage, injury, or death, incurred by any person, including contractor's agents and subcontractors.
  - (iii) all costs for compensating any person incurring loss, damage, injury, or death, as a result of settlement, court award, or other dispute resolution, including, but not limited to, medical monitoring costs awarded for increased risk of disease resulting from exposure to the asbestos containing materials.
  - (iv) any other third party howsoever caused, including concurrent negligence on both parties, resulting directly or indirectly from the performance of this contract, except such loss, damage, injury or liability as is, by final judgment, proven to be caused by the sole negligence of the Trustees of the CSU or Sonoma State University.

## 10. SUMMARY OF ASBESTOS AIR SAMPLING REQUIREMENTS

Sample Location	How Often	By Whom	Sampling & Analysis	Limits of Fibers
Worker Breathing Zone (Negative Pressure Respirators)	Daily	Contractor	OSHA Reference Method	1.00 (work area) 0.10 (glove bag work area)
Worker Breathing Zone	1 per week	Contractor	OSHA Reference Method	1.00 (work area) 0.10 (glove bag work area)
Inside Work Area	3 per week	Monitoring Contractor	PCM (NIOSH #7400)	1.00 (work area)
Inside Glove Bag Work Area	3 per week	Monitoring Contractor	PCM (NIOSH #7400)	1.00 (work area)
Perimeter to Work Area	Daily	Monitoring Contractor	PCM (NIOSH #7400)	0.005
Perimeter to Glove Bag Work Area	Daily	Monitoring Contractor	PCM (NIOSH #7400)	0.01
Inside Work Area	Initial	Monitoring Contractor	PCM (NIOSH #7400)	0.005
Inside Work Area or Glove Bag Work Area	Final Clearance	Monitoring Contractor	TEM	0.01

## SECTION IV– QUESTIONS AND CLARIFICATIONS

### 1. QUESTIONS CONCERNING RFP

Please direct any questions, either administrative or technical, in writing to: Jenifer Crist, Purchasing Manager, Sonoma State University, 1801 E. Cotati Avenue, Rohnert Park, CA 94928-3609; Fax: (707) 664-4183; Phone: (707) 664-3102; Email: [jenifer.crist@sonoma.edu](mailto:jenifer.crist@sonoma.edu).

Oral statements concerning the meaning or intent of the contents of this RFP are unauthorized and invalid. Interpretation of the meaning of the proposal instructions or other

documents, correction of any apparent ambiguity, inconsistency or error therein, must be directed to Jenifer Crist no later than 5 working days prior to proposal deadline.

## **SECTION V– PROPOSAL INSTRUCTIONS AND FORMAT**

### **1. PREPARATION AND SUBMISSION OF PROPOSALS**

One (1) original proposal and three (3) complete copies should be submitted. Sealed proposal packages should be clearly marked “Proposal for RFP No. 3030139 Abatement Services will be received in hardcopy only on or before the Proposal Due Date and Time. All RFP’s must be received no later than Tuesday, June 7, 2011 at 3:00pm. Your RFP must be submitted to the following address:

Sonoma State University  
Attn: Jenifer Crist  
RFP No. 3030139  
Contracts and Procurement  
1801 E. Cotati Avenue  
Rohnert Park, CA 94928-3609

The proposer is cautioned that delays caused by public or private mail systems, the University's mail system, or any other delivery agents will not excuse the proposer from the responsibility to submit the proposal as required in this paragraph.

### **2. THE FOLLOWING DOCUMENTS IN APPENDIX B ARE REQUIRED TO BE SUBMITTED WITH YOUR PROPOSAL:**

- (a) Proposal Signature Sheet
- (b) Asbestos Abatement Price List
- (c) Asbestos Work Form
- (d) Lead Abatement Price List
- (e) Lead Work Form
- (f) Additional Required Submittals

### **3. PROPOSALS BECOME PROPERTY OF SSU**

Proposals become the property of SSU and information contained therein shall become public documents subject to disclosure laws after award. SSU reserves the right to make use of any information or ideas contained in the proposal.

- 4. The firm, by signing the contract, does swear under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against that agency within the immediately preceding two-year period because of the Agency's failure to comply with an order of a federal court which orders the Agency to comply with an order of the National Labor Relations Board.

## 5. PROPOSAL ACCEPTANCE PERIOD

Proposal shall be valid for a period of 60 days for acceptance by the University.

## 6. TERM OF CONTRACT

The term of the contract shall be for a term of five (5) years effective beginning July 1, 2011 through June 30, 2016. The contract may be extended, upon mutual agreement, in writing, on an annual basis, for up to three additional years.

## 7. UNIVERSITY PROJECT MANAGER

- (a) The Project Manager for the contract will be Thomas Sargent, Environmental Health & Safety Specialist, (707) 664-4003. Radio via Front Office: (707) 664-2317. Nextel: 117\*128\*47. FAX (707) 664-2871.
- (b) The alternate contact for the contract will be Craig Dawson, Director of Energy/Environmental Health & Safety, (707) 664-2932.

## SECTION VI- SELECTION CRITERIA, EVALUATION AND AWARD

### 1. SELECTION CRITERIA

The following criteria will be used in evaluating the proposals:

- 1. Ability to meet specified emergency response time (30%);
- 2. Violation History and chemicals to be used (20%);
- 3. All necessary certifications and references in good order and verified (20%)
- 4. Sample bids within proper price range and technical detail (10%)
- 5. Other pricing information (20%)

### 2. EVALUATION & AWARD

- (a) Sonoma State University reserves the right to reject any or all Proposals submitted, to waive informalities or irregularities, to award one or more contracts, and to contract in the best interest of the University. Award, if any, will be made to the firm or firms whose proposal(s) best complies with all the necessary requirements specified in this agreement.
- (b) Award of this contract shall be based on the lowest responsive, responsible bidder whose Proposals meets the requirements of this RFP.
- (c) Sonoma State University reserves the right to review the cost position of any Contractor's proposals to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect a Contractor's understanding of the requirements, or if the costs are consistent with the various elements of the technical specifications.
- (d) Sonoma State University reserves the right to eliminate Contractors quoting a price significantly lower or significantly higher than the average price on any price point.

- (e) Proposals will be evaluated for their price position by extending price data over one or more representative jobs on the University campus.
- (f) If the successful Contractor fails to properly execute the contract, meet post-award bid document submittal deadlines, Sonoma State University retains the right to utilize the next lowest responsive, responsible Contractor.

### **3. PROTEST**

Sonoma State University encourages potential respondents to resolve issues regarding the RFP requirements or the procurement process through written correspondence and discussions prior to the proposals due date and time. The University wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Proposer filing a protest must do so within 48 hours after Notice of Intent to Award is issued. The protesting firm shall submit a full and complete written statement detailing the facts in support of the protest. Protest must be sent by certified or registered mail, faxed, or delivered in person to the Associate Vice President for Administration and Finance, Sonoma State University, 1801 E. Cotati Avenue, Rohnert Park, California, 94928. The decision will be made in writing and sent by certified or registered mail, faxed, or delivered in person to the protesting respondent. The decision of the University is final.

### **4. RFP CANCELLATION**

This RFP does not obligate the University to enter into an agreement. University retains the right to cancel this RFP at any time, should the project be canceled, loss of the required funding, or it is deemed in the best interest of SSU. No obligation either expressed or implied, exists on the part of the University to make an award or to pay any cost incurred in the preparation or submission of a proposal.

### **5. INVOICING**

- (a) Invoices must be submitted to the following address:

Thomas Sargent, Environmental Health & Safety  
Sonoma State University  
1801 E. Cotati Avenue  
Rohnert Park, CA 94928-3609  
thomas.sargent@sonoma.edu

- (b) Invoices must include the following information:

- |                          |                            |
|--------------------------|----------------------------|
| 1. Contract Order Number | 3. Description of Service  |
| 2. Date(s) of Service    | 4. Itemized Invoice Amount |

## **6. PAYMENT**

- (a) Payment on invoices will be withheld until the scope of work is completed in accordance with General Provisions and successful clearance data is provided to the Project Manager.
- (b) Contingent upon contract renewal, Contractor may adjust pricing at the commencement of each University fiscal year (July 1) in an amount equal to the Consumer Price Index (CPI) for *all urban consumers* in the United States or 3.5%, whichever is less.

## **7. ASSIGNMENT**

Without the written consent of the University, this agreement is non-assignable by the firm, in whole or in part.

## **8. TERMINATION**

The University may terminate this agreement, upon thirty (30) days written notification, should the firm fail to perform any established requirements in the manner specified.