



THE CITY OF
EDINBURG
REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed proposals to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Proposals will be received until **3:00 p.m. Central Time**, on **Monday, March 05, 2012**, shortly thereafter all submitted proposal will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any proposal received after the closing time will not be accepted and will be returned to the proposer unopened. It is the responsibility of the proposer to see that any proposal submitted shall have sufficient time to be received by the City Secretary's Office prior to the proposal opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. Proposals will not be accepted by telephone or facsimile machine. All proposals must bear original signatures and figures. The Proposal shall be for:

RFP NO. 2012-08
DISPOSAL OF ACM PIPE

The City of Edinburg is requesting proposals from an Environmental Protection Agency (EPA) accredited and Department of State Health Services (DSHS) licensed Asbestos Abatement Contractor, and DSHS Licensed Asbestos Consultant to provide monitoring, oversight, removal, handling, cutting, disturbance, and disposal of AC water pipe, joints, wrappings, and other ACM.

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this proposal, please contact Mr. Arturo Martinez, Director of Utilities, at (956) 388-8212.

Hand-delivering Proposals: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Proposals: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all proposals and to waive any or all formalities or



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111



technicalities and to accept the proposal deemed most advantageous to the City, and hold the proposals for a period of 60 days without taking action.

Proposals must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the proposal envelope with corresponding proposal number and title.

I. GENERAL TERMS AND CONDITIONS:

ADDITIONAL INFORMATION: The City of Edinburg is requesting that RFP's be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC SUBMISSION OF PROPOSALS: The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request For Proposals (RFP) packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: The City of Edinburg requires submitters, when hand-delivering request for proposals to have a The City Secretary Department representative time/date stamp and initial the envelope.

WAIVING OF INFORMALITIES: THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the City.

BIDDER RESPONSIBILITY: It is the responsibility of each vendor before submitting a proposal:

To examine thoroughly the contract documents and other related data identified in the proposal documents.

To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.

To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

PREPARATION COSTS: This RFP does not commit THE CITY to enter into a Contract, award any services related to

this RFP, nor does it obligate THE CITY to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

REQUEST FOR PROPOSALS: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and three (3) copies** of the RFP shall be submitted to the address on the cover letter.

Business firms interested in submitting a proposal are asked to submit the following information.

- Background on firm such as but not limited to:
- Experience in Professional Baseball field maintenance
- Experience in working with genetically grown sport turf grass
- List of locations and references to check quality of work

INSURANCE REQUIREMENTS: Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of

Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

II. PURPOSE:

The City of Edinburg requests proposals from an Environmental Protection Agency (EPA) accredited and Department of State Health Services (DSHS) licensed Asbestos Abatement Contractor, and DSHS Licensed Asbestos Consultant to provide monitoring, oversight, removal, handling, cutting, disturbance, and disposal of AC water pipe, joints, wrappings, and other ACM. The material is classified as non-friable unless broken, at which time its classification changes to friable ACM. The removal and/or disturbance of this material are governed by the National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the Occupational Safety and Health Administration (OSHA). To comply with NESHAP and OSHA regulations, this project requires workers with specialized training using wet work procedures to cut and remove AC pipe, AC pipe joints, valves (any type) containing ACM, and surrounding soils containing ACM as described in Section I.

Firms responding to this Request for Proposals should have the necessary experience qualifications, licensure, resources, and accreditation from the Environmental Protection Agency, the Department of State Health Services and/or any state or federal agency with Regulatory or Administrative oversight over ACM abatement, transport or disposal.

The City will review all aspects of the proposals to determine the best overall and accredited firm(s) for the City for each particular project. Final agreement will be subject to negotiation of fair and reasonable compensation in order to determine the best final agreement for the City. Contract provisions shall be in compliance with Federal and State requirements.

The City of Edinburg does not discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin in employment or provision of services.

III. PROPOSED PROJECTS:

General:

The Contractor shall be responsible to have a Texas Department of Health (TDH) licensed Asbestos Consultant responsible for developing the Contractor's Health and Safety Plan, implementing safe asbestos work practices and developing/overseeing the asbestos removal work plan in accordance with NESHAP, OSHA, and State requirements. As such, Contractors submitting bids for the project shall have a TDH licensed Asbestos Consultant provide detailed asbestos specific safety and work plans for ensuring worker and community protection. Health and Safety Plans for working with ACM shall address the requirements of these specifications; during any ACM disturbance, OSHA requires that, regardless of amount, the asbestos worker(s) be properly protected during potential asbestos exposure, 29 CFR, Subpart Z, 1910.1101.

1. The Work includes all work specified herein, to include mobilization and demobilization, labor, materials, overhead, profit, taxes, administrative fees, incidental cost, etc. Estimating areas, quantities, weight, etc., are the sole responsibility of the Contractor.
2. The Contractor shall remove, seal, transport and dispose of all impacted ACM in compliance with all current Federal, State, and local regulations, laws, ordinances, rules, standards and regulatory agency requirements. Asbestos disturbance and/or removal activities shall be conducted by properly trained, accredited, and licensed personnel using proper personal protective equipment.

3. Time is of the essence in removing ACM from the project area. All work must be completed within the time period specified.
4. All required notifications to State regulatory agencies shall be made by the Contractor with copies provided to Owner's Representative, including but not limited to the TDH Demolition/Renovation Notification Form. If 260 linear feet or greater of AC pipe is crushed, crumbled or pulverized, then the project is subject to NESHAP regulations and a Demolition/Renovation Notification Form shall be sent to TDH by the Contractor. This form shall be post-marked no later than 11 working days prior to the start of any asbestos disturbance.
5. The Contractor shall have an on-site supervisor, who is an OSHA competent person, present on the job site at all times the work is in progress. This supervisor shall be thoroughly familiar and experienced with asbestos disturbance and other related work, and shall be familiar with and shall enforce the use of all safety procedures and equipment. The supervisor shall be knowledgeable of all applicable EPA, OSHA, NIOSH and TDH requirements and guidelines.
6. Prior to commencing any preparation of the work areas for asbestos disturbance, the Contractor shall post all required documents, warning signs, and as necessary, erect physical barriers to secure the work area.
7. The Contractor shall confine operations at the site to the area requiring disturbance of AC pipe and the general site area associated with the proximity of the project. Portions of the site beyond areas, in which the indicated work is required, are not to be disturbed. The Contractor shall not unreasonably encumber the site with materials or equipment. If ACWM is required to be stored overnight, it shall be properly labeled, secured, and containerized to preclude unauthorized disturbance of the waste materials.
8. The Contractor shall be responsible for site safety and for taking all necessary precautions to protect the Contractor's workers, City of Edinburg personnel, and the public from asbestos exposure and/or injury. The Contractor shall be responsible for maintaining the integrity of the work area.
9. The Contractor has sole and primary responsibility for the "means and/or methods" of the work, for the inspection of the work at all stages, and for the supervision of the performance of the work.
10. The Contractor shall be responsible for the preparation of ACM Material. The Contractor shall be responsible for obtaining and coordinating waste disposal authorization from the Edinburg Landfill. Waste manifests shall be used to transport the AC pipe from the project site to the final landfill disposal site. The Contractor shall sign manifests as the generator of the AC pipe and shall provide copies to the Owner's Representative for final payment.
11. The Contractor shall properly remove, handle all AC pipe specified for this project. All work involving AC pipe and other ACM products shall be addressed in the Health and Safety Plan documents submitted to the Owner's Representative. The Contractor shall hire a TDH licensed Asbestos Consultant to provide detailed asbestos specific safety and work plans for ensuring worker and community protection. Health and Safety Plan documents are to include provisions for the discipline of any worker failing to use wet work procedures or failing to use designated personnel protective equipment.
12. The Contractor shall remove ACM with wet methods or by other controlled techniques approved by the TDH, EPA and OSHA, and in accordance with these specifications and the Contractor-provided Health and Safety Plan. Alternative removal methods will be considered at the time of the Contractor's submittals.

13. The Contractor shall limit work to the area indicated. Access to the work area shall be controlled by the Contractor. The Contractor shall properly demarcate, barricade, and contain the work and/or regulated areas.
14. The Contractor shall post warning signs and barrier tape meeting the specification of OSHA 29 CFR 1910.1001 and 40 CFR 61 at any location and approaches to a location where airborne concentrations of asbestos may exceed the PEL. Signs shall be posted at a distance sufficiently away from the work area to permit an employee to read the sign and to take the necessary protective measures to avoid exposure. The Contractor shall maintain constant security against unauthorized entry past warning signs and barrier tape. Signs shall be posted in both English and Spanish at the site.
15. The AC pipe work consists of providing GFCI protection, using approved equipment with engineering controls, sufficiently wetting the ACM using a surfactant or lock-down encapsulant. removing the ACM, HEPA vacuuming the work area, wet wiping the work area, double-bagging/double-wrapping the waste, and removing carefully as indicated herein and in accordance with the Contractor-provided Health and Safety Plan.
16. Stick-on labels identifying the Generator's name and address, and the project site location shall be applied to any asbestos waste bags that contain RACM, as per EPA or OSHA and Department of Transportation HM 181 requirements.
17. Disposal bags for RACM shall be of true 6-mil polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.152 (b)(i)(iv) or OSHA requirement 29 CFR 1926.1101 (k)(8).
18. The Contractor shall demarcate the area of AC pipe disturbance ("regulated area") with barrier tape and warning signs, as per OSHA regulation 29 CFR 1926.1101. Access to the regulated area shall be limited only to authorized personnel. Authorized personnel shall have asbestos awareness training, respiratory training, etc., including City of Edinburg personnel.
19. Entry into the work area by unauthorized individuals shall be reported immediately to the Owner's Representatives by the Contractor.
20. A logbook shall be maintained immediately outside the regulated area. Anyone who enters the regulated area must record name, affiliation, time in, and time out for each entry.

IV. SCOPE OF WORK:

Specific Removal Work Practice Requirements:

1. The Contractor has sole and primary responsibility for the "means and/or methods" of the work, for inspection of the work at all stages, and for supervision of the performance of the work.
2. The Contractor shall isolate the regulated area with barrier tape and asbestos warning signs.
3. The Contractor shall lay and secure 6-mil polyethylene sheeting on the ground on both sides of the AC pipe for the length of the work area.
4. Working within the regulated area and using wet removal methods, the Contractor shall thoroughly soak each section of AC pipe to be disturbed, prior to any removal activity, with a surfactant or lock-down encapsulant.

The Contractor shall use equipment capable of producing a "mist" application to reduce the potential for release of fibers. The Contractor shall take care to use as much encapsulant or surfactant as needed to lockdown possible fallout debris from edges and joints during removal. Continuous wetting of the materials throughout the entire removal process shall be provided. The Contractor shall take care to limit the breakage of ACM and to remove these materials as intact as possible.

5. Any AC pipe debris on adjacent surfaces shall be removed. The Contractor shall promptly clean up asbestos wastes and debris following AC pipe disturbance. All visible accumulations of ACM and asbestos contaminated debris shall be removed and containerized by hand. Asbestos debris mixed with soil shall be picked up with shovels. The contaminated soil shall be containerized as a regulated ACWM. Clean-up activities may also involve vacuum cleaners equipped with HEPA filtration or wet-wiping surfaces with disposable rags. Contaminated rags shall be containerized as regulated ACWM.
6. After disturbance and clean-up activities but prior to removal of the AC pipe from the regulated area, the Contractor shall encapsulate damaged and exposed areas and ends of the AC pipe with a lock-down encapsulant.
7. The Contractor shall then remove the Category II non-friable ACM "that is not in poor condition and is not friable," as defined in NESHAP regulations. The Contractor shall remove all AC pipe "intact" and in whole complete sections by carefully lifting the AC pipe to the disposal container using approved equipment. The Category II non-friable AC pipe shall not be made "friable" (crumbled, pulverized, or reduced to a powder). The Contractor shall not drop, break and/or otherwise make the AC pipe susceptible to releasing asbestos fibers. If these procedures are followed and debris is cleaned up properly, then the Category II non-friable AC pipe shall be disposed as non-regulated ACM.
8. Pieces of AC pipe debris shall be handled as RACM waste. The debris shall be placed in two 6-mil polyethylene leak tight asbestos bags or double wrapped, sealed with duct tape with proper labeling clearly marked "**Asbestos**".

Equipment:

1. Equipment used to control visible emissions of fibers, contain the work area, or facilitate the clean-up of debris may include, but are not limited to: airless spray equipment, pump-up sprayers, surfactant, lock-down encapsulant, HEPA vacuums, brushes, brooms, shovels, disposable rags, polyethylene sheeting of 6-mil thickness, moisture resistant duct tape, asbestos warning signs, notices, and barrier tape. Alternative dismantling equipment may be substituted for the materials indicated herein, but must be approved by the Owner's Representative.

Prohibited Work Practices and Engineering Controls:

The following work practices and engineering controls shall not be used for work related to asbestos or for work that disturbs ACM, regardless of asbestos exposure or the results of Initial Exposure Assessments:

1. Other high-speed abrasive tools, such as disk sanders
2. Electrical drills, chisels, and rasps used to make field connections in AC pipe
3. Shell cutters used to cut entry holes in AC pipe
4. A hammer and chisel used to remove couplings or collars on AC pipe

5. Compressed air used to remove asbestos or ACM, unless the compressed air is used in conjunction with an enclosed ventilation system designed to capture the dust cloud generated by the compressed air
6. Dry sweeping; dry shoveling, or other dry clean-up of dust and debris containing ACM.

Disposal Procedures:

1. If a dumpster/trailer is used for temporary storage, it shall be secured and closed at all times except when loading. It shall be properly marked and critical barrier tape shall be in place.
2. AC pipe debris and asbestos-contaminated items shall be properly double bagged; labeled; loaded in a fully enclosed, lined, locked, placard-identified transport container; transported; and disposed in compliance with all regulatory requirements as RACM and in compliance with Landfill's Asbestos Handling and Disposal Plan.
3. After being removed from the regulated area, Category II non-friable AC pipe shall be transferred to a polyethylene-lined container. The Contractor shall remove all containers as soon as practical, but no later than the end of the work shift.
4. When a dumpsters/trailer is full, it shall be hauled away to the City of Edinburg's Regional Type I Facility as an approved landfill for proper disposal. The Contractor may dispose of Category II non-friable AC pipe waste material as non-regulated waste at the same. Prior to disposal, written approval to transport and to accept the Category II non-friable material shall be obtained from a pre-approved transporter and landfill, and shall be submitted to the Owner's Representative.
5. The Contractor shall submit copies of all transport manifests, trip tickets, and disposal receipts for all ACWM removed from the work area during the project to the Owner's Representative. The Contractor shall sign manifests as the generator of the AC pipe and provide copies to Owner's Representative for final payment.
6. Verification of Removal & Clean-up Procedures: The Contractor's on-site Competent Person shall inspect the work area and ensure that all surfaces are free of AC pipe dust and debris.

Personal Protective Equipment:

All work which will or may disturb ACM shall be accomplished utilizing, as a minimum, disposal suits with protective head cover, gloves, boots, eye protection, proper respiratory protection, decontamination by HEPA vacuuming and/or wet methods, and wet wiping all equipment. The Contractor shall provide hard hats and/or other protection as required for job conditions or by applicable safety regulations. Disposal suits consisting of material impenetrable by asbestos fibers shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing. Workers shall be provided protective clothing from the time of first disturbance of ACM until final cleanup is completed.

Respiratory Protection:

The Contractor shall use removal techniques, methods and equipment that will not permit the fiber count to exceed the OSHA Permissible Exposure Level (PEL) of 0.1 fibers per cubic centimeter (f/cc) of air as detected by personal air sampling methods. Any remedial measures taken by the Contractor to meet this requirement shall be at the Contractor's expense.

1. The Contractor's Competent Person shall ensure use of the appropriate respiratory protection for the work being performed. For minimum legal respiratory requirements, see OSHA Standards 29 CFR 1910.134, 29

CFR 1910.1001, and 29 CFR 1926.1101. All respiratory equipment, such as respirators, filters, etc., shall be certified by NIOSH for use in asbestos contaminated atmospheres.

2. The Contractor's Competent Person shall perform an Initial and/or Negative Exposure Assessment, which shall be performed on employees who have been trained in compliance with the OSHA regulations. Employee's exposures shall be collected using objective data that is to demonstrate whether the materials specified for removal can release airborne fibers in concentration levels exceeding 0.1 f/cc during an 8-hour time weighted average (TWA) and the excursion limit of 1.0 f/cc. For the purpose of the assessment, the work conditions shall be those having the greatest potential for releasing asbestos fibers. Removal methods using conventional hand tools shall be performed in an area that requires a minimum of a 7-hour work shift with employees performing functions normally required for a total project. Removal, for the purposes of the assessment, shall be performed with methods most likely to release fibers and that do not render the ACM friable. Properly trained employees shall wear proper protective clothing and respirators during the assessment. Initial and/or Negative Exposure Assessments shall be performed in accordance with OSHA Standard 29 CFR 1926.1101.
3. The development of the Health and Safety Plan by the Contractor's TDH licensed Asbestos Consultant shall include determining the adequacy of the Contractor's air monitoring data (which must be performed within the previous 12 months of the project start date) for the Initial and/or Negative Exposure Assessment, based in part on site-specific factors such as changes in personnel or work methods used during AC pipe removal. If the type of air monitoring data needs to be reviewed during the course of a project, the Contractor's Asbestos Consultant shall review the data in order to determine adequacy. Any downgrade in personal protective equipment related to asbestos exposure shall be requested in writing to the Owner's Representative, and approved by a TDH licensed Asbestos Consultant. This request may be granted only when all regulations and pertinent sections of this specification for respiratory protection are met.
4. The Contractor shall begin AC pipe removal operations (i.e., breaking, sawing, cutting, or repairing the pipe) in powered air purifying respirators (PAPRs) equipped with dual HEPA filters. PAPRs shall be utilized until such time that air monitoring results indicate half-face respirators may be used. Any changes (downgrade or upgrade) in respiratory protection shall be based upon an 8-hour TWA of fiber concentrations in the regulated area. For personal samples, the 8-hour TWA's shall be calculated daily by the Contractor's OSHA monitoring firm. The highest calculated 8-hour TWA shall be used to determine the type of respirator to be worn. The type of respirators worn shall be selected in accordance with 29 CFR 1926.1101 (h)(3).

The Contractor may request a respiratory protection downgrade, approved by a TDH licensed Asbestos Consultant, in writing to the Owner's Representative when all regulations and pertinent sections of this specification for respiratory protection are met.

1. Workers shall be provided with personally issued, individually identified respirators.
2. No one wearing a beard shall be permitted to wear a respirator.

Air Monitoring:

1. Personal Air Monitoring: The Contractor shall provide personal air sampling as required by OSHA regulations. The OSHA TWA PEL for asbestos (0.1 f/cc) shall not be exceeded. Personal air samples shall be obtained by a TDH licensed Asbestos Air Monitoring Technician and analyzed by an accredited, independent TDH licensed Phase Contrast Microscopy (PCM) laboratory. OSHA monitoring results shall be posted at the project site and made available to all affected Contractor personnel on a daily basis.

2. The Contractor shall provide, as a minimum, personal air monitoring on each worker who is cutting, (wet) sawing, breaking, or repairing AC pipe.
3. Area Air Monitoring: At any time that visible airborne fibers are generated or that wet work procedures are not used, all work shall immediately cease until air monitoring by a TDH licensed Asbestos Consultant Agency has started. The Contractor's on-site Competent Person shall be responsible for making this determination; however, periodic, random site visits by the Owner's representative will field-verify the objectivity of the Competent Person in these matters. Once initiated, the sampling and frequency of the area air monitoring shall be dependent upon on the specific work practices being used by the workers at that time. However, the area air monitoring shall include, as a minimum, samples collected inside the regulated area, and upwind and downwind of the regulated area. The TDH licensed Asbestos Consultant Agency hired by the Contractor shall determine the need for additional samples and shall amend the Health and Safety Plan to include sampling protocols. A copy shall be provided to the Owner's Representative.
4. Area air monitoring shall be conducted in accordance with applicable Federal, State, and local requirements. The cost of area air monitoring due to failure to use adequate wet work procedures shall be borne by the Contractor. Copies of all results shall be provided to the Owner's Representative.
5. Area air sampling shall be mandatory in high density areas such as schools, residential areas, and certain other locations as determined by the Owner's Representative and dictated by the bid documents/plans.

Upon completion of the AC pipe project, an air monitoring abatement report shall be prepared by the Contractor's Asbestos Consultant. Copies of the final abatement report shall be submitted to the Owner's Representative by the Contractor's consultant.

V. RFP SUBMITTAL:

1. Sealed proposals will be received until 3:00 p.m. on Monday, March 05, 2012 at the office of the City Secretary. Proposals received after the deadline will be returned to sender unopened. The City of Edinburg is not responsible for problems with postal or delivery service.
2. It is requested that an original and three (3) copies be submitted.
3. The sealed proposal should be addressed to:
**City of Edinburg
c/o , City Secretary
415 W. University
P.O. Box 1079
Edinburg, Texas 78540**

The envelope should be clearly identified as follows:

**RFP 2012-08
DISPOSAL OF ACM PIPE**

VI. REQUIREMENTS OF PROPOSALS:

The submitted proposal to provide disposal services shall include the following information:

1. Indication of which project(s) the firm is interested in being awarded.
2. Brief resume of key personnel. Qualifications and recent experience of individuals related to performance of similar services comparable to the proposed project(s) should be noted.
1. List of in-state references including name, address, and phone number of the person closely associated with the firm's prior performance.
2. Availability to commence services immediately after successfully negotiating a contract for services.
3. If the offeror is currently involved in litigation or arbitration based on its work, briefly describes the nature of the claim.
6. If the offeror has ever been terminated from an assignment for non-performance, please briefly explain.
7. Name of offeror's General Liability, Worker's Compensation and Professional Liability Insurance Carrier and agent's address-telephone.
8. Name of offeror's Bonding Carrier and agent's address-telephone.

Firms should strive to limit proposals to thirty (30) pages or less.

VII. ARBITRATION CLAUSE:

If the parties fail to resolve any dispute by mediation, the parties shall submit the dispute to a third party who should, if possible, be a local person with a background in dispute resolution and commercial litigation. If the parties cannot agree on a neutral third party, then they shall submit the process to the American Arbitration Association for the selection of a neutral third party and the accomplishment of the dispute resolution, in accordance with its guidelines. The parties agree to conduct the arbitration in Hidalgo County, Texas.

VIII. EVALUATION AND AWARD CRITERIA:

EVALUATION CRITERIA

The following criteria, at a minimum, will be used in evaluating firms submitting proposals:

1. Capability to perform all or most of the services required.
2. Recent experience in projects comparable to the proposed project.
3. Reputation for personal and professional integrity and competence.
4. Professional background and caliber of key personnel.
5. Familiarity with Federal and State regulations and requirements, including procurement procedures.
6. Present workload of the firm.
7. Capability to make schedules and meet deadlines.
8. Capability to complete projects without having major cost escalations or overruns.
9. Quality assurance measures in place and in operation.
10. Ability to work with a variety of individuals and firms to successfully coordinate simultaneous projects.

AWARD OF CONTRACT:

Selection shall be made of the one firm deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each proposer so selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.