



# TENNESSEE TECHNOLOGICAL UNIVERSITY

## Request for Quotations

**Asbestos and Lead-Based Paint Abatement Services  
RFQ 187845036**

Quotation Due: July 29, 2024 / 3:00 PM

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*Electronic copies of this Request for Quotations available by contacting Tina Girdley at [tgirdley@tntech.edu](mailto:tgirdley@tntech.edu).*

# 1 INTRODUCTION

## 1.1 Background

Tennessee Technological University (hereinafter Tennessee Tech) is a four-year comprehensive university located in Cookeville, Tennessee. Tennessee Tech is the state's only technological university and currently enrolls more than 10,000 students. Tennessee Tech offers more than 40 bachelor's and 20 graduate degree programs and 120 concentrations through its various academic divisions – the College of Agriculture and Human Ecology, College of Arts and Sciences, College of Business, College of Education, College of Engineering, College of Fine Arts, College of Graduate Studies, Whitson-Hester School of Nursing, and the College of Interdisciplinary Studies. Tennessee Tech also offers the PhD in education, engineering, and environmental science and maintains three Centers of Excellence, including the Center for Energy Systems Research, the Center for Manufacturing Research and the Center for the Management, Utilization and Protection of Water Resources. The Appalachian Center for Craft, a University satellite campus and an academic program offered through the College of Education, is a nationally accredited School of Art, Craft and Design, offering a Bachelor of Fine Arts degree with concentrations in clay, fibers, glass, metals and woods. Long recognized for academic excellence, Tennessee Tech has consistently achieved high rankings for academic excellence and affordability.

Founded in 1915, Tennessee Tech is governed by its own Board of Trustees.

## 1.2 Statement of Purpose, Scope of Services

Tennessee Tech is seeking quotations for an experienced and qualified company to provide Asbestos and Lead-Based Paint Abatement Services on an "as required" basis, per the specifications outlined herein. Tennessee Tech has issued this Request for Quotations (RFQ) to define Tennessee Tech's minimum service requirements; solicit quotations; detail quotation requirements; and, outline the Tennessee Tech's process for evaluating quotations and selecting one or more contractors to provide the requested services and/or goods.

Through this RFQ, Tennessee Tech seeks to procure necessary services and/or goods at the most favorable, competitive prices and to give ALL qualified business, including those that are small, minority, women, and service-disabled veteran-owned, the opportunity to do business with Tennessee Tech. Contractors must complete the Contractor Requirements Form (see attachment 6.1 for form and classification definitions). In addition, all small, minority, women and service-disabled veteran-owned businesses are strongly encouraged to register with the Governor's Office of Diversity Business Enterprise (Go-DBE) to attain official certification. Tennessee Tech shall work with the successful Proposer and the Go-DBE Office regarding registration/certification as appropriate.

Tennessee Tech reserves the right to award both primary and secondary contract(s) so that if the primary contractor is unable to accommodate Tennessee Tech's needs for Asbestos and Lead-Based Paint Abatement Services or lacking sufficient manpower to accommodate multiple extensive projects, as necessary, that the secondary contractor might assist Tennessee Tech with such services.

## 1.3 Coverage and Participation

The Contractor may elect to extend the terms and pricing of this contract to other institutions within the state higher education systems, such as the State Universities, TBR and University of Tennessee systems. A listing of these institutions is provided as Attachment A. The Contractor's

decision of whether or not to extend the contract will not affect the award decision. Other state Universities/TBR/UT Institutions will NOT be obligated to use this contract, but may choose to do so, at their sole discretion. Does Contractor agree to extend the terms and pricing of any contract resulting from this process to other state Universities/TBR/UT institutions? \_\_\_\_ yes \_\_\_\_ no (check as applicable)

- 1.4 No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

Tennessee Tech has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations:

Mr. Greg Holt, Compliance Officer  
Tennessee Tech University  
Derryberry Hall, Room 258  
Campus Box 5037  
1 William L Jones Dr.  
Cookeville, TN 38505  
Phone: 931-372-6062  
[gholt@tntech.edu](mailto:gholt@tntech.edu)

1.5 **Assistance to Bidders with a Disability**

A Bidder with a disability may receive accommodation relating to the communication of the RFQ and participation in this RFQ process. A Bidder may contact the RFQ Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline in the RFQ Section 2, Schedule of Events.

1.6 **RFQ Communications**

- 1.6.1 **Unauthorized contact regarding this RFQ with employees or officials of Tennessee Tech other than the RFQ Coordinator named below may result in disqualification from this procurement process.**

Interested Parties must direct all communications regarding this RFQ to the following RFQ Coordinator, who is Tennessee Tech's only official point of contact for this RFQ.

Tina Girdley  
Purchasing & Contract, Senior Buyer  
Tennessee Technological University  
Campus Box 5144  
1 William L Jones Drive  
Cookeville, TN 38505  
Phone: (931) 372-6350  
Fax: (931) 372-3727  
[tgirdley@tntech.edu](mailto:tgirdley@tntech.edu)

- 1.6.2 Tennessee Tech has assigned the following RFQ identification that must be referenced in all communication regarding the RFQ:

## **RFQ – Asbestos and Lead-Based Paint Abatement Services**

- 1.6.3** Any oral communications shall be considered unofficial and non-binding with regard to this RFQ. Only Tennessee Tech's official responses and communications, as defined in Section 1.6.7 below, shall be considered binding with regard to the RFQ. Tennessee Tech's official responses and other communications pursuant to the RFQ shall constitute an amendment of the RFQ.
- 1.6.4** The RFQ Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline in the RFQ Section 2, Schedule of Events.
- 1.6.5** Each Bidder shall assume the risk of the method of dispatching any communication or quotation to Tennessee Tech. Tennessee Tech assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or quotation to Tennessee Tech by a deadline date shall not substitute for actual receipt of a communication or quotation by Tennessee Tech.
- 1.6.6** Tennessee Tech reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- 1.6.7** Tennessee Tech will convey all official responses and communications pursuant to the RFQ via Internet posting at <https://www.tntech.edu/purchasing/bidopportunities.php>. It is the Bidders responsibility to access this website to obtain updates to information, as needed, to submit a response to the most current information issued by Tennessee Tech.
- 1.6.8** Any data or information provided by Tennessee Tech (in this RFQ, an RFQ Amendment or any other communication relating to this RFQ) is for informational purposes only. Tennessee Tech will make reasonable efforts to ensure the accuracy of such data or information; however, it is the Bidders obligation to independently verify any data or information provided by Tennessee Tech. Tennessee Tech expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Bidders. Only Tennessee Tech's official, written responses and communications shall be considered binding with regard to this RFQ.

### **1.7 Bid Deadline**

Bids must be submitted no later than the Bid Deadline time and date detailed in Section 2, RFQ Schedule of Events. A bid must respond to the written RFQ and any RFQ exhibits, attachments, or amendments. A late bid shall not be accepted, and a Bidders failure to submit a bid before the deadline shall cause the bid to be disqualified. Bids must bear the signature of an authorized representative of the Bidder. If licensure information is required, it must be provided within the bid document and on the bid envelope if bid is mailed or delivered to Tennessee Tech.

### **1.8 Written Questions/Answer Period**

A question and answer period deadline is defined in the RFQ Section 2, Schedule of Events. The purpose of the written question/answer period is to allow Bidders to submit any questions they may have regarding the scope of services and/or goods requested. To ensure accurate, consistent responses to all known potential Bidders, the official response to questions will be issued by Tennessee Tech as described in RFQ Sections 1.6, et seq., above and on the date in the RFQ Section 2, Schedule of Events.

**2 RFQ SCHEDULE OF EVENTS**

The following Schedule of Events represents Tennessee Tech's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

<b>RFQ SCHEDULE OF EVENTS</b>		
<b>NOTICE: Tennessee Tech reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Tennessee Tech will communicate any adjustment to the Schedule of Events via internet posting, see Section 1.6.7.</b>		
<b>EVENT</b>	<b>TIME (all times are Central Time)</b>	<b>DATE (all dates are Tennessee Tech's business days)</b>
1. Tennessee Tech Issues RFQ		6/14/2024
2. Disability Accommodation Request Deadline	4:00 pm	6/28/2024
3. Written Questions/Comments Deadline	Noon	6/28/2024
4. Tennessee Tech Responds to Written to all Questions	4:00 p.m.	7/15/2024
5. Bid Deadline & Opening	3:00 p.m.	7/29/2024
6. Tennessee Tech Issues Intent to Award Letter and Opens RFQ Files for Public Inspection		7/31/2024
7. Award of Contract		8/7/2024
8. Contract Effective Date		Upon final execution

### **3 BID REQUIREMENTS**

- 3.1** Each Bidder must submit a quotation in response to this RFQ with the most favorable terms that the Bidder can offer. There will be no best and final offer procedure. However, Tennessee Tech reserves the right to further clarify or negotiate with the best-evaluated Bidder subsequent to award recommendation but prior to contract execution if deemed necessary by Tennessee Tech.

Tennessee Tech may initiate negotiations, which serve to alter the bid/quotation in a way favorable to the University. For example, prices may be reduced; time requirements may be revised, etc. In no event shall negotiations increase the cost or amend the quotation such that the apparent successful Bidder no longer offers the best quotation.

- 3.2** Tennessee Tech must receive all quotations in response to this RFQ, at the address indicated in Section 1.6.1 no later than the Quotation Deadline time and date in Section 2, RFQ Schedule of Events. Late quotations will not be considered and will remain unopened and filed in the RFQ file.
- 3.3** A quotation must be typewritten or hand-written in ink. A Bidder may not deliver a bid orally.
- 3.4** Each bid should be economically prepared, with emphasis on completeness and clarity of content. A bid, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible).
- 3.5** Bid prices are to include all necessary shipping/handling charges to make delivery F.O.B. Cookeville, TN 38505.

### **4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION**

#### **4.1 Bidder Required Review and Waiver of Objections**

Each Bidder must carefully review this RFQ and all attachments, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFQ objections must be made in writing and received by Tennessee Tech no later than the Written Questions/Comments Deadline in Section 2, RFQ Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective bids upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of Tennessee Tech, in writing, by the Written Questions/Comments Deadline.

#### **4.2 RFQ Amendment and Cancellation**

Tennessee Tech reserves the unilateral right to amend this RFQ in writing at any time. If an RFQ amendment is issued, Tennessee Tech will convey such amendment by posting to [www.tntech.edu/purchasing/bidopportunities.php](http://www.tntech.edu/purchasing/bidopportunities.php) . Each bid must respond to the final written RFQ and any exhibits, attachments, and amendments.

Tennessee Tech reserves the right, at its sole discretion, to cancel and reissue this RFQ or to cancel this RFQ in its entirety in accordance with applicable laws and regulations.

### **4.3 Bid Prohibitions and Right of Rejection**

- 4.3.1** Tennessee Tech reserves the right, at its sole discretion, to reject any and all bids in accordance with applicable laws and regulations.
- 4.3.2** Each bid must comply with all of the terms of this RFQ and all applicable state laws and regulations. Tennessee Tech may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFQ. Tennessee Tech may consider any bid that does not meet the requirements of this RFQ to be non-responsive, and Tennessee Tech may reject such a bid.
- 4.3.3** A Bidder may not restrict the rights of Tennessee Tech or otherwise qualify a bid. Tennessee Tech may determine such a bid to be a non-responsive counteroffer, and the bid may be rejected.
- 4.3.4** A Bidder may not submit the Bidders own contract terms and conditions in a response to this RFQ. If a bid contains such terms and conditions, Tennessee Tech may determine, at its sole discretion, the bid to be a non-responsive counteroffer, and the bid may be rejected. Tennessee Tech will not execute vendor agreements in connection with services provided under this RFQ.
- 4.3.5** Tennessee Tech shall reject a bid if it was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Bidder. Regardless of the time of detection, Tennessee Tech shall consider any of the foregoing prohibited actions to be grounds for bid rejection or contract termination.
- 4.3.6** Tennessee Tech shall not contract with or consider a bid from:
  - 4.3.6.1** An individual who is, or within the past six months has been, a state employee. An individual shall be deemed a state employee until such time as all compensation and terminal leave has been paid. Contracts with a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with the individual.
  - 4.3.6.2** A company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
  - 4.3.6.3** A company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
  - 4.3.6.4** Any individual, company, or other entity involved in assisting Tennessee Tech in the development, formulation, or drafting of this RFQ or its scope of services shall be considered to

have been given information that would afford an unfair advantage over other Bidders, and such individual, company, or other entity may not submit a bid in response to this RFQ.

- 4.3.7 Tennessee Tech reserves the right, at its sole discretion, to waive a bid's variances from full compliance with this RFQ. If Tennessee Tech waives minor variances in a bid, such waiver shall not modify the RFQ requirements or excuse the Bidder from full compliance with the RFQ.

#### 4.4 **Incorrect Bid Information**

If Tennessee Tech determines that a Bidder has provided, for consideration in this RFQ process or subsequent contract negotiations, incorrect information that the Bidder knew or should have known was materially incorrect, that bid shall be determined non-responsive and shall be rejected.

#### 4.5 **Iran Divestment Act**

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, under penalty of perjury, that to the best of its knowledge and belief, neither it nor any of its subcontractors, if applicable, is on the Iran Divestment Act (T.C.A. §12-12-101 et seq.) list of entities or persons ineligible to contract with the State of Tennessee.

#### 4.6 **Assignment and Subcontracting**

- 4.6.1 The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFQ without Tennessee Tech's prior approval. Tennessee Tech may, at its sole discretion, refuse approval of any subcontract, transfer, or assignment.
- 4.6.2 If a Bidder intends to use subcontractors, the Bidder must specifically identify the scope and portions of the work each subcontractor will perform.
- 4.6.3 Unless Tennessee Tech expressly disapproves of a subcontractor named in a bid prior to Contract signing, the subcontractor is considered an approved subcontractor.
- 4.6.4 After Contract award, a Contractor may only substitute an approved subcontractor with Tennessee Tech's prior, written approval.
- 4.6.5 Notwithstanding any Tennessee Tech approval relating to subcontractors, the Bidder who is awarded a Contract pursuant to the RFQ will be the prime Contractor and will be responsible for all work under the Contract.
- 4.6.6 If a Bidder offers related services and/or goods in addition to those required by and described in this RFQ, Tennessee Tech, at its sole discretion, may add the additional services and/or goods to the Contract before contract signing. Costs associated with additional related services and/or goods must be provided on a separate attachment in the Cost Bid. Tennessee Tech will not use proposed additional services and/or goods in bid evaluation.

#### 4.7 **Right to Refuse Personnel**

Tennessee Tech, at its sole discretion and notwithstanding any prior approval, reserves the right to refuse any personnel of the prime Contractor or a subcontractor providing services and/or goods. Tennessee Tech will document in writing the reason(s) for any rejection of personnel.

#### 4.8 **Insurance**



4.8.1 During the course of the Contract, the Contractor will maintain, at its own expense, a commercial general liability policy naming both Tennessee Tech and the Tennessee Tech Foundation as additional insured and certificate holder. The commercial general liability policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to Tennessee Tech both certificates of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to Tennessee Tech.

4.8.2 The Contractor agrees that the required insurance provided hereunder shall be primary over any insurance of Tennessee Tech and that the Contractor's interests are not covered whatsoever by Tennessee Tech. The Tennessee Claims Commission has exclusive jurisdiction over claims against Tennessee Tech.

4.8.3 The enumeration in the Contract or in this document of the kinds and amounts of liability insurance shall not abridge, diminish or effect the Contractor's legal responsibilities for the consequences of accidents arising out of or resulting from the Contractor's services under this Contract.

#### 4.9 Department of Revenue Registration

Before the Contract, resulting from this RFQ, is signed the apparent successful Bidder must be registered with or exempted by the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. Tennessee Tech shall not award a Contract unless the Bidder provides proof of such registration or documentation from the Department of Revenue that the Contractor is exempt from this registration requirement.

#### 4.10 Licensure

Contractor must possess a valid Tennessee Contractor's License with all applicable classifications and endorsements.

- Contractor's Name: \_\_\_\_\_
- Contractor's License Number: \_\_\_\_\_
- Classification: \_\_\_\_\_
- Expiration Date of License: \_\_\_\_\_

Contractor must also be commissioned by the Tennessee Department of Conservation and Environment (TDEC) to conduct asbestos abatement.

- TDEC Asbestos Accreditation Number: \_\_\_\_\_
- Expiration Date of License: \_\_\_\_\_

Pursuant to TCA #62-6-119, Contractor's license number, expiration date thereof, and license classification is to appear on the outside of the SEALED envelope containing the bid. **BIDS SUBMITTED NOT CONTAINING THIS INFORMATION SHALL NOT BE CONSIDERED.**

#### 4.11 Financial Stability

The successful Bidder may be required to provide information to Tennessee Tech to demonstrate financial stability and capability prior to award of contract.

**4.12 Bid Withdrawal**

A Bidder may withdraw a submitted bid at any time up to the Bid Deadline time and date in Section 2, RFQ Schedule of Events. To do so, a Bidder must submit a written request, signed by a Bidders authorized representative to withdraw a bid. After withdrawing a previously submitted bid, a Bidder may submit another bid at any time up to the Bid Deadline.

**4.13 Bid Errors and Amendments**

At the option of Tennessee Tech, a Bidder may be bound by all bid errors or omissions. A Bidder will not be allowed to alter or amend bid documents after the Bid Deadline time and date in the RFQ Section 2, Schedule of Events unless formally requested, in writing, by Tennessee Tech.

**4.14 Bid Preparation Costs**

Tennessee Tech will not pay any costs associated with the preparation, submittal, or presentation of any bid.

**4.15 Continued Validity of Bids**

All Bids shall state that the offer contained therein is valid for a minimum of ninety (90) days from the date of opening. This assures that Bidders offers are valid for a period of time sufficient for thorough consideration. Bids that do not so state will be presumed valid for ninety (90) days.

**4.16 Disclosure of Bid Contents**

**4.16.1** Each bid and all materials submitted to Tennessee Tech in response to this RFQ shall become the property of Tennessee Tech. Selection or rejection of a bid does not affect this right. All bid information, including detailed price and cost information, shall be held in confidence during the evaluation process.

**4.16.2** By submitting a bid, the Bidder acknowledges and accepts that the full bid contents and associated documents shall become open to public inspection.

**4.16.3** If an RFQ is re-advertised, all prior offers and/or bids shall remain closed to inspection by the Bidders and/or public until evaluation of the responses to the re-advertisement is complete.

**4.17 Contract Approval**

The RFQ and the Contractor selection processes do not obligate Tennessee Tech and do not create rights, interests, or claims of entitlement by either the Bidder with the apparent best-evaluated bid or any other Bidder. Contract award and Tennessee Tech obligations pursuant thereto shall commence only after the Contract is fully executed by the appropriate authorities.

**4.18 Contract Term**

The term of the contract will be from date of last signature until five (5) years thereafter.

**4.19 Contract Payments**

All payments by Tennessee Tech shall be made in accordance with the Contract's Payment Terms and Conditions provisions (refer to RFQ Attachment B, *Pro Forma* Contract, Section C.)

#### **4.20 Invoicing Requirements**

- a. The Contractor shall keep records of all work performed by date, building, and description of work to be provided to Tennessee Tech at the end of each job. Contractor must provide an estimate including all applicable costs, including but not limited to, all labor and materials costs before beginning work. This requirement applies to all work performed under this Contract.
- b. Contractor must submit signed invoices for all materials purchased. Invoices should not include items for multiple jobs. These materials invoices should be submitted with final invoice. Failure to provide these materials invoices could result in loss of the 15% materials mark-up that Tennessee Tech has authorized the Contractor for materials provided.
- c. Invoices must be separated by job and must include the following information, at minimum:
  1. Dates of service with breakdown of daily labor hours performed by each worker for which charges are being invoiced.
  2. Detailed description of all labor services provided.
  3. Building name and/or room number(s).
  4. Contract Number (given when Contract is awarded).
  5. Project Number; received from Tennessee Tech personnel requesting work.

Tennessee Tech will work with Contractor to ensure that the exact format and information solicited above is provided correctly by the Contractor.

#### **4.21 Contract Monitoring**

The Contractor's deliverables and services provided pursuant to this Contract shall be subject to monitoring and evaluation by Tennessee Tech, by a duly appointed representative(s). The Contractor shall submit brief, periodic, progress reports to Tennessee Tech, as requested.

#### **4.22 Severability**

If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, the decision shall not affect the validity of the remaining RFQ terms and provisions, and the rights and obligations of Tennessee Tech and Bidders shall be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

#### **4.23 Policy and Guideline Compliance**

This bid request and any award made hereunder are subject to the policies of Tennessee Tech (<https://www.tntech.edu/policies/>)

#### **4.24 Protest Procedures**

Tennessee Tech's Bid Protest procedures are available upon request.

### **5 Contract Award Process**

- 5.1 The RFQ Coordinator will forward the results of the bid evaluation process to the appropriate Tennessee Tech official who will consider the bid evaluation process results and all pertinent information available to make a determination about the award. Tennessee Tech reserves the right to make an award without further discussion of any bid.

Notwithstanding the foregoing, to affect an award to a Bidder other than the one providing the lowest evaluated price, the requesting department/party must provide written justification for such an award and obtain the written approval of the appropriate Tennessee Tech official.

5.1.2 Tennessee Tech reserves the right to interview the apparent best-evaluated Bidder to clarify any issues of the bid response prior to award.

5.1.3 If Tennessee Tech determines that the apparent best-evaluated bid is non-responsive and rejects the bid, the RFQ Coordinator will determine the new, apparent best-evaluated bid.

5.1.4 After the appropriate official's determination, Tennessee Tech will issue an Intent to Award to identify the apparent best-evaluated bid as in the RFQ Section 2, Schedule of Events.

NOTICE: The Intent to Award shall not create rights, interests, or claims of entitlement in either the Bidder with apparent best-evaluated bid or any other Bidder.

5.1.5 Tennessee Tech will also make the RFQ files available for public inspection as in the RFQ Section 2, Schedule of Events.

5.1.6 The Bidder with the apparent best-evaluated bid must agree to and sign a contract with Tennessee Tech, which shall be substantially the same as the attached RFQ Attachment B *Pro Forma* Contract.

However, Tennessee Tech reserves the right, at its sole discretion, to add terms and conditions or to revise Pro Forma Contract requirements in Tennessee Tech's best interests subsequent to this RFQ process. No such terms and conditions or revision of contract requirements shall materially affect the basis of bid evaluations or negatively impact the competitive nature of the RFQ process.

5.1.7 During the term of the Contract, if the Primary Contract is cancelled or is not renewed, the Secondary Contractor may be asked to assume the Primary Contract. In such event, or should the Secondary Contract be cancelled or is not renewed, the next apparent low Bidder meeting bid requirements may be asked to assume the Secondary Contract.

Tennessee Tech reserves the right to initiate negotiations with the next ranked Bidder(s) should Tennessee Tech cease doing business with the Bidder(s) selected via this RFQ process.

## 6 Technical Requirements

6.1 Contractor shall provide hourly labor services on an "as required" basis by Tennessee Tech per the specifications outlines herein. Tennessee Tech's purpose is to establish a contract for Asbestos and Lead-Based Paint Abatement Services. The Tennessee Tech Foundation may also require Asbestos and Lead-Based Paint Abatement Services under the resulting contract.

6.1.2 The hourly labor rates shall include all cost associated with providing the services outlined herein to Tennessee Tech including, but not limited to: travel, meals, lodging, tools, overhead, and equipment, unless explicitly provided for otherwise herein.

6.1.3 Prices submitted by Contractor are to remain firm for a one (1) year period. Contractor may propose a price increase, annually thereafter, with at least ninety (90) days advance notice. Any request for price increase must include written justification regarding the reason(s) for the increase. Increases shall not exceed 5% over the previous year's prices. All requests for price increases are subject to Tennessee Tech's approval, and Tennessee Tech may elect to accept a price increase or reject the price increase and re-bid the contract at its sole discretion.

- 6.1.4 Upon request, Bidder shall provide three (3) references of commercial type work performed during the last two (2) years. (Note: Unfavorable references may result in disqualification of Bidder). Bidder must have been in the business of providing the services found herein for at least five (5) years.
- 6.1.5 Labor rate charges shall begin at the time Contractor arrives on job site. Travel time to and from job site is at Contractor's expense, unless otherwise provided for herein. EXCEPTION: When work is done at the Craft Center (off Hwy 56 at Hurricane Bridge near Smithville, TN) or the Oakley Farm near Livingston, TN; Tennessee Tech agrees to allow the Contractor to charge one (1) hour extra labor per day per person, in accordance with each person's labor classification, in order to cover expenses incurred as a result of travel time to the Craft Center and/or Oakley Farm.
- 6.1.6 Contractor will notify the Facilities Associate or Project Manager each day when they are working on the jobsite. For the purposes of this requirement, "jobsite" shall refer to the site of work being performed at the main campus location and/or any satellite campus locations (examples: Hyder-Burks Ag Pavilion or the Craft Center). A Facilities Associate or Project Manager may escort Contractor to required jobsite(s) and identify work that must be completed, at Tennessee Tech's sole discretion.
- 6.1.7 Contractor must possess a valid Contractor's license with all applicable classifications and endorsements.
- 6.1.8 All applicable permits, licenses and taxes shall be the sole responsibility of the Contractor. The Contractor may be reimbursed for all permitting costs, including inspections, by itemizing such costs on payment invoice(s).
- 6.1.9 Contractor must possess its own tools of the trade. Tennessee Tech will not be responsible for lost, damaged or stolen items. **Important Note:** Tennessee Tech will not accept nor assume responsibility for or provide storage for the Contractor's equipment, nor any Contractor-furnished, but not owned, equipment (i.e., rented lifts, cranes, etc.). If a temporary arrangement for leaving item(s) is needed for a particular job or project on site, the Contractor does so at Contractor's own risk, and Tennessee Tech shall not be held liable for loss or damage of property belonging to or in the care of the Contractor.
- 6.1.10 Contractor must have sufficient manpower to accommodate multiple extensive projects as necessary.
- 6.1.11 Contractor shall be responsible for adequately securing their work area, and shall abide by all laws and regulations pertaining to safety at all times while providing contractual services.
- 6.1.12 Materials and supplies shall be invoiced at cost plus fifteen percent (15%). Cost is defined as Contractor's invoiced cost before tax. Tax reimbursement will only be for the amount of tax charged, with NO 15% markup. Any tax reimbursement will be only for the actual amount of tax charged. Any Contractor invoices requesting reimbursement must be accompanied by an invoice showing purchase price of parts or material. Reimbursements will not be made from quotes or estimates. .
- 6.1.13 Rental charges on necessary machinery and equipment, not customarily provided by contractors, shall be a reimbursable at cost plus 15%. Cost is defined as invoiced amount from rental agency. Tennessee Tech's reimbursement to Contractor for rental equipment is contingent upon Tennessee Tech's written pre-approval of all such rental equipment for which reimbursement is requested.

Rental charges will not be allowed on any tools or equipment owned by Contractor or for any tools or equipment typically owned/provided by a licensed contractor performing trades covered by this Contract. Any Contractor invoices requesting reimbursement must be accompanied by all of the following: 1) rental invoice showing payment amount and dates of use; and 2) Tennessee Tech's written pre-approval. Reimbursements will not be made from quotes or estimates.

**6.1.14** Contractor shall assist Tennessee Tech personnel with long-term cost estimates on relevant work contemplated or on renovations that include relevant work and materials. Contractor must also provide an estimate comprising all applicable costs, including but not limited to, all labor and materials costs before beginning work on immediate and/or near-term maintenance projects. These project estimates are to be provided at no cost to Tennessee Tech. These requirements apply to all work performed under this contract.

**6.1.15** Contractor will do a walk-through with a Facilities Associate or Project Manager before a job is considered complete. Further, prior to a job being deemed complete, Tennessee Tech's Maintenance Director, Project Manager, or other appropriate official will inspect the work performed for completeness and quality of workmanship. Should incomplete work or poor workmanship be discovered, such work shall be completed or corrected at no additional cost to Tennessee Tech.

No costs shall be paid by Tennessee Tech to the Contractor for any expenses made necessary to correct defective workmanship, to correct any work not in conformance with the Plans and Specifications and/or with industry standards, or to correct any deficiency or damage caused by negligent acts by the Contractor.

**6.1.16** **The Technical requirements as detailed in Attachments C and D are also incorporated herein by reference and must be met as minimums.**

## **7 Evaluation:**

**7.1** It is the intent of Tennessee Tech to use the labor rates as established in the Contract to accomplish construction/renovation projects, regardless of scope and limited to projects whose total cost is less than \$100,000,

**7.2** Bidders are to provide costs as listed for each item number on the attached cost sheets Attachments E and F).

**7.3** For purposes of evaluation, the Asbestos Abatement Cost Sheet shall provide a sample percentage of work for each unit cost. Please note that any amounts or totals listed are for evaluation purposes only and not intended to be indicative of any bid response. An example evaluation follows (note, that this is an example only and is not indicative of any actual bid):

1. A bid is returned proposing Item 1, \*TSI Pipe insulation of size ½" – 3", for \$8.00 per unit for 1-500 units, \$7:00 per unit for 501-2000 units, and \$6.00 per unit for 2001 or greater.

2. Tennessee Tech will calculate the average of the three-unit costs. This will equal \$7.00 on Item 1. Then, this number will be multiplied times the "% of work".

$$(\$8.00 + \$7.00 + \$6.00) / 3 = \$7.00 \text{ (avg.)}$$

$$\$7.00 \times 5\% = \$0.35$$

3. This process will then be repeated for each item number on cost sheet. Each final, weight/averaged evaluation number will then be added together to give a final, weighted bid evaluation number.

(Item 1 – our sample) \$0.35 + (item 2) + (item 3), etc. = \$23.49 (this number has been randomly selected for purposes of this sample evaluation ONLY and does NOT indicate any actual response).

4. Thus, \$23.49 would be the final evaluation number for Asbestos Abatement in this example.

7.4 For the purposes of evaluation of Lead-based Paint Abatement, the extended costs will be used from the Lead-Based Paint Cost Sheet. Please note that any amounts or totals listed in this section are for evaluation purposes only and not intended to be indicative of any bid response. An example evaluation follows (note that this is an example only and is not indicative of any actual bid):

1. A bid is returned proposing Item 1, Certified Supervisor, for \$40.00 per unit for 40 units for this item. \$40.00 per hour x 40 hours= \$1600.00
2. This process will then be repeated for each item number on Cost Sheet. Weighted evaluation number will then be added together to give a final, weighted bid evaluation number.

7.5 The lowest cost bidder will be the one with the lowest bid considering the Asbestos Evaluation Number and the Lead-Based Paint Evaluation Number combined. Evaluation numbers will be calculated out to a maximum of three (3) decimal places.

## 8 **General Terms and Conditions**

8.1 **Termination for Cause.** It shall be the responsibility of the Contractor to perform its contractual duties on an ongoing basis as specified in the Contract. Failure to do so is considered a breach of contract. If Tennessee Tech feels that the Contractor is not performing its obligations at a satisfactory level, Tennessee Tech will notify the Contractor of its concerns in writing. With the notification, Tennessee Tech shall identify areas of improvement and will specify a time within which the Contractor shall cure such breach of contract. Should satisfactory improvement not be made, at the sole discretion of Tennessee Tech, Tennessee Tech shall have the right to terminate the contract with 30 days' notice. Notwithstanding the above, the Contractor shall not be relieved of liability to Tennessee Tech for damages sustained by virtue of any breach of this Contract by the Contractor.

8.2 **Conflicts of Interest.** Contractor certifies its compliance with applicable federal and state laws, rules and regulations and Tennessee Tech policies with respect to Conflict of Interest, including, but not limited to the following:

- Pursuant to T.C.A. § 12-4-103, Contractor acknowledges that it is unlawful for any state official or employee to bid on, sell, or offer for sale, any merchandise, equipment or material, or similar commodity, to the state of Tennessee during the tenure of such official's or employee's office or employment, or for six (6) months thereafter, or to have any interest in the selling of the same to the state;
- Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits purchases of merchandise, equipment, materials or similar commodities from a Tennessee Tech employee's business or from a family member's business. Family member, as defined by the policy, means a spouse or child dependent or non-dependent of Tennessee Tech employee, unless otherwise defined by statute;
- Pursuant to TTU Policy 132, Conflict of Interest, Tennessee Tech prohibits service contracts with an individual who is, or within the past six months has been a state employee. Contracts with the employee's spouse, a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with said individual.

8.3 **Nondiscrimination.** Contractor acknowledges and agrees that no person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal, or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract.

- 8.4 Records.** The Contractor shall maintain documentation for all charges against Tennessee Tech under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 8.5 Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives.
- 8.6 Strict Performance.** Failure by either party to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- 8.7 Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual goods and/or services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of Tennessee Tech, agrees to carry adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- 8.8 Tennessee Tech Liability.** Tennessee Tech shall have no liability except as specifically provided in this Contract.
- 8.9 Force Majeure.** Should an event (e.g., war, act of God, riot, natural disaster, epidemic, etc.) beyond a party's reasonable control occur, that party will be excused from performing its obligations under this contract, provided the following provisions are met: (1) The affected party must promptly notify the other party of the occurrence of the event, its effect on performance, and how long that party expects it to last, and (2) the affected party shall update that information as reasonably necessary and use reasonable efforts to limit damage to the other party and to resume its performance under this agreement.
- 8.10 Governing Law.** This Contract shall be governed by the laws of the State of Tennessee without regard to its choice of law principles. Contractor shall comply with all applicable federal, state, and local laws and regulations and applicable Tennessee Tech policies and procedures. Contractor agrees that the Tennessee Claims Commission shall have exclusive jurisdiction to resolve disputes related to this Contract.
- 8.11 Severability.** If any terms or conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- 8.12 Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Tennessee Tech reserves the right to terminate the Contract upon written notice to the Contractor.
- 8.13 Breach.** A party shall be deemed to have breached the Contract if any of the following occurs. This list is not exclusive.
- failure to perform in accordance with any term or provision of the Contract;
  - partial performance of any term or provision of the Contract;



- any act prohibited or restricted by the Contract, or
- violation of any warranty.

**8.14** **Prohibited Advertising.** The Contractor shall not refer to this Contract or the Contractor's relationship with Tennessee Tech hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's goods and/or services are endorsed.

**8.15** **Hold Harmless.** The Contractor agrees to indemnify and hold harmless Tennessee Tech as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action, including reasonable attorney's fees, which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for Tennessee Tech in the event such service is necessitated to enforce the terms of this Paragraph or otherwise enforce the obligations of the Contractor to Tennessee Tech hereunder.

In the event of any such suit or claim, Tennessee Tech shall give the Contractor immediate notice thereof and Contractor shall provide all assistance required by Tennessee Tech in Tennessee Tech's defense. The Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent Tennessee Tech in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

**8.16** **Debarment and Suspension.** The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

**8.17** **Prohibition on Hiring Illegal Immigrants.** Pursuant to T.C.A. § 12-3-309(b), Contractor attests that the Contractor will not knowingly utilize the services of illegal immigrants in the performance of the Contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the Contract.

**8.18** **Sales and Use Tax.** Contractor certifies that the Contractor has either registered with the State of Tennessee's Department of Revenue for or does not make sales of goods or services that are subject to the collection of Tennessee sales and use tax, as required by T.C.A. § 12-3-306, and will provide proof of compliance upon request.

**8.19** **Click-Wrap Agreements.** The Contractor agrees that click-wrap agreements shall not be binding upon Tennessee Tech. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of Tennessee Tech without the approval of Tennessee Tech's President or his/her designee. No employee has the authority to modify, amend, or supplement this Agreement through a click-wrap agreement. This Agreement can only be modified, amended, or supplemented under these terms through a written amendment in accordance with Tennessee Tech's procedures, policies, and guidelines.

- 8.20 **Contractor Commitment to Diversity.** The Contractor shall assist Tennessee Tech in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to Tennessee Tech in form and substance as required by Tennessee Tech.
  
- 8.21 **Counterparts.** This Agreement may be executed in two or more counterparts and may be electronically transmitted, subject to the limitations of state or federal law and/or Tennessee Tech/TBR policies. Each counterpart, regardless of transmission method, shall be deemed an original and all of which together shall constitute one Agreement.
  
- 8.22 **Iran Divestment Act.** Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief, neither it nor any of its subcontractors, if applicable, is on the Iran Divestment Act (T.C.A. §§ 12-12101 et seq.) list of entities or persons ineligible to contract with the State of Tennessee.
  
- 8.23 **Boycott of Israel.** Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by T.C.A. § 12-4-119.

**COMPLETE INFORMATION AND SIGN BID BELOW.**

Bidding Entity's Name	Name of Contact Person (Printed)
Address	Phone / Fax
City, State, Zip	Email
Authorized Signature of Bidder	DATE

**NOTE: UNSIGNED BIDS WILL BE REJECTED WITHOUT CONSIDERATION.**

Tennessee Technological University is an EEO/AA/Title IX/Section 504/ADA employer

## ATTACHMENT A

### *LISTING OF STATE UNIVERSITIES, TBR SYSTEM INSTITUTIONS, THE UT SYSTEMS OF HIGHER EDUCATION AND STATE OF TENNESSEE*

Austin Peay State University  
East Tennessee State University  
Middle Tennessee State University  
Tennessee State University  
Tennessee Technological University  
University of Memphis  
Tennessee Board of Regents, Central Office  
Chattanooga State Community College  
Cleveland State Community College  
    TCAT-Athens  
Columbia State Community College  
    TCAT-Pulaski  
    TCAT-Hohenwald  
Dyersburg State Community College  
Jackson State Community College  
    TCAT-Jackson  
    TCAT-Whiteville  
    TCAT-Crump  
    TCAT-McKenzie  
    TCAT-Paris  
    TCAT-Newbern  
    TCAT-Ripley  
    TCAT-Covington  
Motlow State Community College  
    TCAT-Shelbyville  
    TCAT-Murfreesboro  
    TCAT-McMinnville  
Nashville State Community College  
    TCAT-Nashville  
    TCAT-Dickson  
Northeast State Community College  
    TCAT-Elizabethton  
Pellissippi State Community College  
    TCAT-Knoxville  
Roane State Community College  
    TCAT-Oneida/Huntsville  
    TCAT-Harriman  
    TCAT-Jacksboro  
    TCAT-Crossville  
Southwest Tennessee Community College  
    TCAT-Memphis  
Volunteer State Community College  
    TCAT-Livingston  
    TCAT-Hartsville  
Walters State Community College  
    TCAT-Morristown  
University of Tennessee – Chattanooga  
University of Tennessee – Knoxville  
University of Tennessee – Martin  
University of Tennessee – Memphis  
University of Tennessee – Tullahoma  
State of Tennessee Departments

**ATTACHMENT B**

**PRO FORMA CONTRACT**

**The *Pro Forma Contract* set forth in this Attachment contains some “blanks”, signified in brackets by words in all capital letters, describing material to be added, along with appropriate additional information, in the final contract resulting from this RFQ.**

**CONTRACT  
BETWEEN TENNESSEE TECHNOLOGICAL UNIVERSITY  
AND  
[CONTRACTOR NAME]**

This Contract, by and between Tennessee Technological University, hereinafter referred to as “Tennessee Tech” and [CONTRACTOR NAME], hereinafter referred to as the “Contractor,” is for [PRIMARY/SECONDARY] Asbestos and Lead-Based Paint Abatement Services, as further defined in the “SCOPE OF SERVICES.” Tennessee Tech is awarding both primary and secondary contract(s) so that if the primary contractor is unable to accommodate Tennessee Tech’s needs or is lacking sufficient manpower to accommodate multiple extensive projects, as necessary, for Asbestos and Lead-Based Paint Abatement Services that the secondary contractor might assist Tennessee Tech with such services.

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor’s address is: [ADDRESS]

The Contractor’s place of incorporation or organization is [STATE OF ORGANIZATION].

**A SCOPE OF SERVICES:**

- A.1 Contractor [has/has not (select one)] elected to extend the terms and pricing of this contract to other state Universities, Tennessee Board of Regents, and/or University of Tennessee institutions.
- A.2 Contractor to provide Asbestos and Lead-Based Paint Abatement Services on an “as required” basis, per the specifications outlined herein.

**B CONTRACT TERM:**

Contract Term. This Contract shall be effective for the period commencing on last signature until five (5) years thereafter. Tennessee Tech shall have no obligation for services rendered by the Contractor which are not performed within the specified period. This agreement shall not be extended for more than a five-year period.

**C PAYMENT TERMS AND CONDITIONS:**

- C.1 **Maximum Liability.** In no event shall the maximum liability of Tennessee Tech under this Contract exceed [AMOUNT] dollars (\$[AMOUNT]). The Service Rates in Section C.3 include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless Tennessee Tech requests work and the Contractor performs the work.

- C.2 Compensation Firm. The Service Rates and the Maximum Liability of Tennessee Tech under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless this Contract is amended.
- C.3 Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by Tennessee Tech in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of work. The Contractor shall be compensated based upon the following Service Rates:

**SEE PRICING ATTACHMENTS/COST SHEETS**

- C.4 Prices are to remain firm for a one (1) year period. Contractor may request a price increase, annually thereafter, to the extent such increase has been experienced by Contractor and can be substantiated in writing. Tennessee Tech may accept requested price increase or choose to rebid, at its sole discretion.
- C.5 Payments to the Contractor shall be made in accordance with the Tennessee Prompt Pay Act. Payments shall be made only after receipt of invoice(s) by the Contractor and after performance of the portion of the goods/services which the invoiced amount represents. The final payment shall be made only after the Contractor has completely performed its duties under this Contract.
- C.6 The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.7 Contractor must provide an invoice to Tennessee Tech for work performed under this Contract. Invoices must be separated by job and must include the following information, at a minimum:
1. Dates of service with breakdown of daily labor hours performed by each worker for which charges are being invoiced.
  2. Detailed description of all labor services provided.
  3. Building name and/or room number(s).
  4. Contract Number (Given when Contract is awarded).
  5. Project Number; given from Tennessee Tech personnel requesting work.

Tennessee Tech will work with Contractor to ensure that the exact format and information solicited above is provided correctly by the Contractor.

- C.8 Materials and supplies shall be invoiced at cost plus fifteen percent (15%). Cost is defined as Contractor's invoiced cost before tax. Any Contractor invoices requesting reimbursement must be accompanied by an invoice showing purchase price of parts or materials. Reimbursements will not be made from quotes or estimates.

Required materials list(s) shall be submitted to Facilities personnel for approval before start of work. Failure to do so could result in loss of the 15% mark-up that Tennessee Tech has authorized the Contractor for materials provided.

- C.9 The payment of an invoice by Tennessee Tech shall not prejudice Tennessee Tech's right to object to or question any invoice or matter in relation thereto. Such payment by Tennessee Tech shall neither

be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

- C.10 The Contractor's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Tennessee Tech, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.11 Tennessee Tech reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and Tennessee Tech any amounts which are or shall become due and payable to Tennessee Tech by the Contractor.
- C.12 Labor rate charges shall begin at the time Contractor arrive on job site. Travel time to and from job site is at Contractor's expense, unless otherwise provided for herein. **EXCEPTION:** When work is done at the Craft Center (off Hwy 56 at Hurricane Bridge near Smithville, TN), or at the Oakley Farm (Livingston, TN), Tennessee Tech agrees to allow the Contractor to charge one (1) hour extra labor per day per person, in accordance with each person's labor classification, in order to cover expenses incurred as a result of travel time to the Craft Center or Oakley Farm.
- C.13 Rental charges on necessary machinery and equipment, not customarily provided by contractors, shall be a reimbursable at cost plus 15%. Cost is defined as invoiced amount from rental agency. Tennessee Tech's reimbursement to Contractor for rental equipment is contingent upon Tennessee Tech's written pre-approval of all such rental equipment for which reimbursement is requested.

Rental charges will not be allowed on any tools or equipment owned by Contractor or for any tools or equipment typically owned/provided by a licensed contractor performing trades covered by this Contract. Any Contractor invoices requesting reimbursement must be accompanied by all of the following: 1) rental invoice showing payment amount and dates of use; and 2) Tennessee Tech's written pre-approval. Reimbursements will not be made from quotes or estimates.

- C.14 Bid prices are to include all necessary shipping/handling charges to make delivery F.O.B. Cookeville, TN 38505.

#### D CONTRACTOR RESPONSIBILITIES:

- D.1 Asbestos Removal, Disposal, and Cleaning Specification

Contractor will be required to meet or exceed the quality standards established by the National Institute Occupational Safety and Health (NIOSH), however, Tennessee Tech approval of or acceptance of various construction activities or methods proposed by Contractor does not constitute an assumption of liability by the University for inadequacy or adverse consequences of said activities or methods. Standards that must be met are as noted below:

- D.2 Disposal Sites

##### Asbestos & Associated Debris

The Asbestos Containing Materials (ACMs) must be disposed of at an asbestos approved sanitary landfill for the friable materials and at either an asbestos approved sanitary landfill or at a landfill that has been properly notified that non-friable ACMs and associated debris are being disposed of at their

site for the non-friable materials. The Contractor selected for the work must make appropriate arrangements for disposal based on the notification requirements listed. The Contractor must also submit to Tennessee Tech disposal manifests, shipping papers, or similar instruments identifying the disposal facility, amount, and disposal location. All disposal fees are to be paid by Contractor.

#### D.3 Quality Assurance

All asbestos removal and related work shall be accomplished by a Contractor (or subcontractor) specializing in, and having a record of, not less than two years successful experience in asbestos removal and related work. The Contractor's superintendent shall have not less than one year of fulltime experience in responsible charge of asbestos removal operations within the 24-month period preceding the start of this project. The training of the superintendent shall be in compliance with current EPA regulations. The Contractor and all of the Contractor's workers must be certified as required by the Tennessee Department of Environment and Conservation, Division of Solid and Hazardous Waste Management, in State Regulation 1200-01-20, Asbestos Accreditation Requirements.

#### D.4 Regulatory Requirements

All work shall be in strict compliance with the current issues of federal, state, and local regulations, codes, and standards as listed below:

U.S. Environmental Protection Agency (EPA) Standards for Asbestos (Code of Federal Regulations Title 40, Part 61, Sub-Part M);

U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAPS);

U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Asbestos Standards (Code of Federal Regulations Title 29, Part 1926, Section 1926.1101 );

Title 29, Code of Federal Regulations, Section 1910.1001. Occupational Safety and Health Administration (OSHA), U.S. Department of Labor;

Title 29, Code of Federal Regulations, Section 1910.134. Occupational Safety and Health Administration Respiratory Protection Standard;

Section 6, Toxic Substance Control Act (TSCA);

Title 29, Code of Federal Regulations, Part 1926, Occupational Safety and Health Administration Construction Standards;

Hazard Communication Standard - Title 29, Code of Federal Regulations, Part 1910, Section 1200;

Specifications of Accident Prevention, Signs and Tags - Title 29, the Code of Federal Regulations, Part 1910, Section 145;

U.S. Department of Transportation (DOT), included, but not limited to: Hazardous Substance - Title 49, Codes of Federal Regulations, Part 171 and 172;

All attachments, memorandums and information sheets submitted by Federal, State, and Local

agencies;

All State, County, and City codes and ordinances are applicable. Provide one copy of EPA, OSHA, State and City Regulations governing the work available for review at the site.

#### D.5 Test Reports

Results of tests of asbestos-containing materials (which are specifically excluded as a part of this contract) taken from surfaces within the scope of this project may be available for review at the office of Facilities and Business Services; however, the Contractor is cautioned that, should interpretations be made, opinions be formed, and conclusions be drawn as a result of examining the test results, those interpretations, opinions, and conclusions will be those made, formed, and drawn solely by the Contractor.

Tennessee Tech makes no representation, warranty, nor guarantee that the conditions indicated by the test reports either are representative of those conditions existing throughout the area, or that unforeseen development may not occur, or that materials other than, or in proportions different from, those indicated may not occur.

#### D.6 Submittals

Prior to Commencement of Work Contractor shall:

Submit notice of impending commencement of asbestos removal work in writing to the following agencies no fewer than ten (10) days before work commences on project. Copies of notice submittals must be provided to Tennessee Tech.

Tennessee Department of Health & Environment and Conservation  
Division of Air Pollution Control  
Nashville Environmental Field Office  
711 R.S. Gass Blvd.  
Nashville Tennessee 37216  
[Asbestos.NESHAP.Program@tn.gov](mailto:Asbestos.NESHAP.Program@tn.gov)

Submit for review by Tennessee Tech documentation that all required permits, site location, and arrangements for transport and disposal of asbestos containing or contaminated materials, supplies, and the like have been obtained. Documentation must be presented to Tennessee Tech one week prior to the beginning of any work activities.

Submit for review by Tennessee Tech a written description, sketch, or combinations thereof of the plans for construction of a worker, visitor and equipment decontamination enclosure system(s) and for isolation of the work areas in compliance with this specification and applicable regulations.

Submit for review by Tennessee Tech documentation that all employees have had instruction on the hazards of asbestos exposure use, fitting of respirators, protective dress, use of showers, entry and exit from work areas and on all aspects of work procedures and protective measures.

Submit for review by Tennessee Tech a written description, sketch, or combination thereof of the security procedure plan.



The Contractor shall submit to Tennessee Tech two (2) copies of project documentation that have been bound and prepared in the best quality binder within twenty-one (21) days of contract completion.

#### D.7 Product Handling

In performance of work as part of this Contract, Contractor shall:

Deliver all materials as described above in the original packages, containers, or bundles bearing the name of the manufacturer(s) and the brand name(s).

Store all materials subjected to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

Remove from the premises all damaged and deteriorating materials. Dispose of materials that become contaminated with asbestos in accordance with applicable regulatory standards.

The Contractor shall be responsible for the purchase and delivery of the equipment indicated to be supplied by the Contractor. It shall be the Contractor's responsibility to schedule the delivery of the material and equipment at such stages of the work as it will permit uninterrupted process of the work. These delivered materials must be put in the Contractor's name and delivered to the Contractor/site. Tennessee Tech will not accept responsibility for Contractor's shipments.

#### D.8 Work Site Conditions and General Protection of Persons

##### Worker and Visitor Procedures

The Contractor is hereby advised that asbestos has been determined to be a **CANCER CAUSING AGENT** and Contractor shall provide workers and visitors with adequate respirators and protective clothing during preparation of system of enclosures, prior to commencing and during actual asbestos abatement, and until final clean-up is completed.

Prior to commencement of work all workers shall be instructed and shall be knowledgeable in appropriate procedures of personnel protection during asbestos removal.

Contractor shall be solely responsible for enforcing worker protection requirements.

Contractor shall provide workers with personally issued and marked respiratory equipment approved by NIOSH or MSHA and meeting specifications of OSHA. This respiratory equipment shall be suitable for the asbestos exposure level in the controlled areas according to OSHA Standard 29 CFR 1926.1101 as identified by Tennessee Tech and/or as more stringently specified otherwise in these specifications. Provide disposable HEPA filters as required, with sufficient filters for replacement.

Contractor shall provide workers, Tennessee Tech personnel and authorized visitors with sets of protective disposable clothing, head covers, gloves, eye protection and foot covers of sizes to properly fit individual workers and visitors whenever they are required to enter the controlled area. Provide a minimum of four sets per day for visitors and sufficient sets as required for workers and Tennessee Tech personnel.

Reporting Unusual Events: When an event of unusual and significant nature occurs at the site, prepare and submit a special report listing chain of events, persons participating, response and

similar pertinent information. When such events are known or predictable in advance, advise Tennessee Tech in advance, at earliest possible date.

Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress to proper state or federal officials. For this purpose, a significant accident is defined to include events where an OSHA recordable event occurs, non-contractor personnel are injured, and/or property loss of substance is sustained.

Contractor shall post telephone numbers and locations of emergency services including, but not limited to, fire, ambulance and police at the entrance to the decontamination unit.

#### D.9 Specific Protection of Workers

Respirators shall be selected and used in accordance with manufacturer's recommendations, and shall be approved by National Institute for Occupational Safety and Health (NIOSH) for use in environments containing airborne asbestos fibers. Personnel who handle ACM, enter asbestos regulated controlled areas that require the wearing of a respirator, or who are otherwise carrying out abatement activities that require the wearing of a respirator, shall be provided with approved respirators that are fully protective of the worker at the measured or anticipated airborne asbestos concentration level to be encountered. Respiratory protection shall comply with the CFR 29 Part 1926, and CRF 29 Part 1910.

##### In All Removal Areas

Workers shall always wear a respirator properly fitted on the face while in the removal areas. Workers wearing tight-fitting face pieces shall be clean-shaven to the extent that the hair does not interfere with the sealing surface of the respirator. This must be documented by a standard respirator fit test.

The Contractor shall instruct and train workers in the proper respirator use.

Workers shall wear disposable, full-body coveralls and disposable head covers and footwear suitable for asbestos work in the removal areas.

Workers shall not eat, drink, smoke, chew gum, tobacco, or apply cosmetics in the removal areas,

The Contractor shall provide a fit tested respirator and disposable coveralls, head cover, and footwear to any official representative(s) of Tennessee Tech who inspect(s) the project.

All persons entering the removal areas shall wear an approved respirator and disposable coveralls, head cover and footwear.

Contractor shall instruct and train workers in the nature of asbestos and the hazards related to asbestos exposure during removal and/or disturbance work.

The Contractor shall set up a decontamination unit as follows:

Set up a unit consisting of a change room, shower and equipment room, enclosed and separated by triple-flap polyethylene air locks, connected to the controlled areas. **All** workers, without exception, shall:

Remove and properly store street clothes in the change room and put on new disposable coveralls, head covers, footwear and cleaned respirators before entering the controlled area.

Upon leaving the controlled area, remove the disposable coveralls, head covers and footwear in the equipment room and dispose of them in an appropriate waste container. While wearing their respirators, workers shall proceed to the shower and remove their respirators while showering with soap and tempered water. Wetted HEPA respirator cartridges shall be disposed of in appropriate containers.

This procedure shall be followed each time a worker enters or leaves the controlled area.

#### D.10 Material

Contractor shall provide the following:

6-mil fire-retardant polyethylene sheets in sizes to minimize the frequency of joints.

Tape: Glass fiber or other type capable of sealing joints of adjacent plastic sheets and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials under both dry and wet conditions.

Surfactant (Wetting Agent) and Sealants: Shall consist of materials which are non-toxic and nonirritating to skin and eyes, and non-carcinogenic.

Impermeable Containers: Air and water-tight, suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site, and labeled in accordance with OSHA Regulation 29 CFR 1910.1001 and 29 CFR 1926.1101 as well as EPA regulation 40 CFR Part 61, 29 CFR 1910.145, and 49 CFR 172, 173, 178 and 179. Two types of impermeable containers shall be used:

Six mil plastic bags sized to fill within the drum.

Metal or fiber drums with tightly fitting lids, or any other air tight disposal containers sufficient to meet DOT requirements. On large projects contractors may place a 40-yard bag into a construction debris container.

Warning Labels and Signs: In conformance with OSHA regulation 29 CFT 1926.11'01 (asbestos); DOT regulation Title 49, Part 171 and 172 of the Codes of Federal Regulations. and EPA regulation Title40, Part61, Sub-Part M.

Other Materials: Provide all other materials, such as lumber, nails, and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the controlled area.

High Efficiency Purifying Air (HEPA) Vacuums: For cleaning residual dust at the area of removal.

Scaffolding: Provide all scaffolding, ladders and/or staging, etc., as necessary to accomplish the work of this contract. Scaffolding may be suspension type; or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.

Differential Pressure Recorder to verify and record that containment remains negative.

D.11 Execution:

The following two (2) categories of Controlled Areas may exist during the execution of this contract. The categories and the asbestos-containing materials that may be removed under each category are as follows:

Full Containment

Pipe insulation (if gross removal is performed);  
Pipe Joint Compound (if gross removal is performed);  
Dropped or Suspended Ceiling Tile;  
Spray-applied Ceiling Material; and  
Plaster over Concrete.

Limited Containment

Pipe Insulation (if glove bag or wrapping removal is performed);  
Pipe Joint Compound (if glove bag or wrapping removal is performed); and  
Vinyl Floor Tile & Associated Mastic Adhesive.

D.12 Controlled Area Preparation:

In ALL controlled Areas, the Contractor shall:

Ensure that all ventilating systems or any other system bringing air into or out of the controlled area is disabled. Disable systems by disconnecting wires, removing circuit breakers, lockable switches or other positive means that will prevent accidental restarting of the equipment.

Lockout power to circuits running through the controlled area whenever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation, "DANGER circuits being worked on." Lock panel and have all keys under control of Contractor's superintendent. If circuits cannot be shut down for any reason, label at intervals 4-feet 0-inches on center with tags reading, "DANGER live electric circuit. Electrocution Hazard." Label circuits that are in hidden locations but which may be affected by the work in a similar manner.

Isolate the controlled area to prevent entry by unauthorized personnel into the area by placing opaque polyethylene barriers at each entrance to the area and by providing warning signs at each locked door leading into the controlled area. The signs shall be 1'-2" X 1'-8" in dimension, and shall read as follows:

LEGEND  
DANGER  
ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED  
IN THIS AREA

The graphic symbol for "No Admittance," which depicts a circled open hand, shall be attached near The "Danger" command on this sign. Construct any and all necessary, temporary walls to completely isolate the area of asbestos disturbance.

Critical Barriers: Seal all openings (doors, windows, etc.) with a 6-mil (minimum) polyethylene

containment barrier to prevent leakage of air into the outside environment or other portions of the building.

Pre-clean immovable objects, such as mechanical and electrical equipment within any proposed removal area, using HEPA vacuum equipment and/or wet cleaning methods as appropriate.

Carefully dismantle any fan covers, grilles or other mechanical items necessary to remove or clean asbestos-containing finishes.

Prior to placing plastic sheeting, clean the controlled areas using HEPA vacuum equipment or wet cleaning methods as appropriate. Do not use methods that raise dust such as broom or standard vacuum sweeping.

Seal off all openings to areas not receiving asbestos removal with plastic sheeting sealed with tape. Seal electrical panels with two layers of plastic prior to placement of wall plastic.

The Contractor shall establish emergency exits and procedures for the removal area, satisfactory to fire officials.

In Full Containment areas, the Contractor shall prepare the area in accordance with the following procedures:

Cover the floor of the Controlled area with a minimum of two (2) individual layers of clear polyethylene sheeting, each at least 6-mil in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius that could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.

Cover all walls in the Controlled area, including "Critical Barrier" sheet plastic barriers, with a minimum of one (1) layer of polyethylene sheeting, at least 6-mil in thickness, mechanically supported and sealed with duct tape. Tape all joints including the joints joining with the floor covering with duct or fiber tape.

Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4-inch exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.

The Contractor shall set up a decontamination facility connected to the controlled area. Water from the shower shall be filtered with an acceptable asbestos filtering system prior to discharge to the sewer.

Provide sufficient HEPA air filtration units to maintain airflow of at least four complete air changes per hour in the removal area, and a static pressure of greater than or equal to 0.02 inches of water. All pressure differential manometer (or equivalent) readings shall be documented prior to removal of any ACM and continually throughout the duration of the removal. Collection of this data is the sole responsibility of the Contractor. In the event that containment is less than 0.02 inches of water, or other breaches in the containment are noted, work shall stop immediately. The Contractor shall be responsible to conduct air monitoring ensuring that levels are below 0.1 (f/cc) outside of the containment area.

Ensure that barriers and plastic enclosures remain effectively sealed and taped. Inadvertent tears in plastic shall be repaired with fiber tape and the tear covered by plastic applied with spray adhesive, overlapping the tear by six inches on all sides. In Limited Containment areas, the Contractor shall prepare the area in accordance with the following procedures:

Seal all openings (doors, windows, etc.) with a 6-mil (minimum) polyethylene containment barrier to prevent leakage or air into the outside environment or other portions of the building.

The Contractor shall place a minimum of one (1) layer of 6-mil polyethylene sheeting (drop cloth) beneath the pipe insulation, joint compound and duct tape to be abated. The sheeting shall extend a minimum of ten (10) feet in all directions of the piping where possible.

In vinyl floor tile removal areas, the Contractor shall place a minimum of one (1) layer of 6-mil polyethylene sheeting around the immediate area of removal (along the perimeter of the tiles to be removed). The sheeting shall extend at least five (5) feet beyond the perimeter of the tiles to be removed and shall be fastened down with duct or fiber tape. These surfaces will include floor and walls.

The Contractor shall set up a decontamination facility connected to the controlled area. Water from the shower shall be filtered with an acceptable asbestos filtering system prior to discharge to the sewer.

Provide sufficient HEPA air filtration units to maintain an air flow of at least four complete air changes per hour in the removal area.

Ensure that barriers and plastic enclosures remain effectively sealed and taped. Inadvertent tears in plastic shall be repaired with fiber tape and the tear covered by plastic applied with spray adhesive, overlapping the tear by six inches on all sides.

#### D.13 ACM Removal

In Full Containment areas, the Contractor shall:

Thoroughly wet asbestos-containing materials prior to removal to reduce fiber dispersal into the air. Accomplish wetting by using a fine spray (mist) of amended water or removal encapsulant. Mist the area sufficiently to wet the material without causing excessive dripping or breaking. Allow time for water or removal encapsulant to penetrate material thoroughly.

If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions.

Mist the entire controlled area during removal procedures with amended water to reduce airborne fiber levels.

Remove wetted asbestos-containing spray applied materials, pipe insulation and pipe joint compound in small sections. Remove the dropped or suspended ceiling tiles intact to minimize breakage. As the sections or tiles are removed, simultaneously pack material into disposal bags. Twist neck of bags, bend over (goose neck) and seal with minimum three wraps of duct tape.

Evacuate air from disposal bags with HEPA filtered vacuum cleaner before sealing.

In Limited Containment areas, the Contractor shall:

Vinyl Floor Tile & Associated Mastic Adhesive Removal:

Utilize water delivered in a fine mist from a hose or garden sprayer during removal of the materials. The mist should cover the immediate removal areas and should not be excessive to a point where standing or ponding water is present.

Remove materials in a manner that will minimize breakage. Materials should not be sanded or sawed.

Upon removal, immediately place the ACMs and associated debris into a 6-mil bag with asbestos "Danger" labels on the outside surface, and seal the bag opening with tape.

Remove the mastic adhesive by mechanical devices or use of a non-toxic mastic remover.

After removal of the ACMs surface shall be wet-cleaned to remove residual accumulated material, After wet-cleaning, surface shall appear free to visible material.

Pipe Insulation & Joint Compound Removal:

Glove bag procedure:

Open the appropriate side of the "glove bag" and insert the necessary removal tools into the attached pouch and seal the bag, over the section pipe insulation to be removed, with fiber tape and staples. The number of staples required will depend on the weight of the debris it must support.

Cut open the side port to allow entry of water wand and HEPA vacuum hose and seal airtight. Finish sealing entire bag to pipe thoroughly with tape.

Remove all insulation from the pipe contained within the bag without disturbing the bag-to-pipe seal. Care must be taken to minimize the dust generation by keeping the insulation wet with amended water.

Wipe the now exposed piping with a scouring pad equivalent, to remove any residual asbestos fibers.

All removal tools should be held in the gloves that can then be pulled outward from the bag. A piece of tape should be used to constrict the "sleeve" to create a bag for the tools made from the glove.

The glove can then be cut *off* of the bag by cutting through the center of the tape, which will leave both the glove and the sleeve sealed to prevent asbestos fiber escape. This tool pouch is ready for insertion into the next glove bag or into a bucket of water if at day's end.

Evacuate the bag of nearly all air with the suction from the HEPA vacuum while avoiding intake of water into the vacuum hose.

Gather the bag into a tight bundle beneath the attachment point to the pipe and hold this together with fiber tape.

Carefully disconnect the bag from the pipe.

Place "glove bags" into approved asbestos disposal containers.

HEPA vacuum the controlled area to secure any residual asbestos.

Duct Tape Removal

Wrapping Procedure:

Ascertain that the Heating, Ventilating and Air Conditioning units have been shut down and the lines have been bled.

Spray the duct tape with an encapsulant.

With asbestos-free duct or fiber tape, tape the asbestos-containing duct tape so that the asbestos-containing materials are concealed beneath the asbestos-free duct or fiber tape.

Cut sections of the duct at least 6-inches away from the asbestos-containing duct tape on each side and wrap the sections with two (2) layers of 6-mil polyethylene and tape exposed ends of the sections.

Decontaminate the wrapped sections of duct with amended water and HEPA vacuum and remove from the controlled area.

#### D.14 Clean-Up for Controlled Areas

The asbestos containing materials shall be sealed in plastic bags or shall be wrapped in a minimum of two (2) polyethylene sheets (6-mil minimum). Initial bagging of waste shall be supplemented by a secondary containment, either by use of a second bag (6-mil minimum) or by use of a fiber or metal drum. If it appears likely that the waste material will tear the plastic, the bag must be placed into a drum for disposal. Bags and drums shall be marked with the OSHA label prescribed by the applicable OSHA Regulations. The outside of all containers shall be cleaned before leaving the controlled area.

After ACM removal procedures have been completed, the Contractor shall notify Tennessee Tech. Tennessee Tech shall visually observe the areas. Upon completion of the observation, and subsequent approval, a testing firm employed by the Contractor will perform final clearance air sampling. Upon successful completion of the final clearance air sampling, the Contractor shall remove the decontamination enclosure systems. The remaining barriers between contaminated and clean areas and all seals on openings into the controlled area shall be removed and disposed of as contaminated waste.

All plastic sheeting tape, cleaning material, clothing, and all other disposable material used in the asbestos removal operation or items used in the controlled area shall be packed into sealable plastic bags (6-mil minimum). These bags must be marked with the OSHA label prescribed by the OSHA Regulations.

#### D.15 Field Quality Control

The Contractor will employ a testing firm to perform during- and post abatement air sampling as well as the necessary tests required by regulations or codes and standards for the protection of his workers, or other purpose. The testing firm must be approved by Tennessee Tech prior to any



work. Any costs associated with testing shall be included in the unit prices given on Cost Sheets. Tennessee Tech will not be responsible for additional costs for testing unless authorized.

#### D.16 Lead-Based Paint Work Plan

The Contractor shall specify the renovation/demolition procedures and methods to be used and shall prepare a detailed LBP Work Plan to be submitted to the Tennessee Technological University (Owner) prior to the start of work. To be accepted, the work plan shall meet the requirements of OSHA as specified in their Lead, Construction Standard, 29 CFR 1926.62(e) and this specification.

##### Key Elements of Work Plan (Required):

- a. Methods to cordon-off areas of lead-based paint disturbance;
- b. Procedures used when preparing surfaces for re-painting, to include procedures for minimizing worker exposure to lead and other project-related health and safety hazards;
- c. Procedures used during demolition activities; to include procedures for minimizing worker exposure to lead and other project-related health and safety hazards;
- d. Description of the exposure air monitoring program, to include personal and area sampling;
- e. Placement of employee decontamination unit;
- f. Capture and disposal of lead-contaminated water used during renovation/demolition activities;
- g. Name of Competent Person;
- h. Protocols for sampling the waste debris;
- i. Name of personal air monitoring firm and name and accreditation certificate of Inductively Coupled Plasma (ICP) laboratory; and Name and accreditation certificate of Toxicity Characteristic Leaching Procedure (TCLP) laboratory.

#### D.17 Definitions

AL	Action Level. An exposure level established by OSHA, of 30 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ) of lead in air. The Action Level is the level at which initial monitoring, recordkeeping, medical surveillance and training is initiated. The Action Level shall also be used as the during renovation and clearance level for area air monitoring. The clearance level is the airborne lead-dust concentration level that should not be exceeded at the conclusion of the renovation procedures within a specified area prior to re-occupancy of that area by unprotected (no personal protective equipment) building occupants.
Controlled Areas	Areas that are restricted to persons directly associated with the work. These areas are identified by signs and restrictive tape. Controlled areas will be areas where lead-based paint renovation is being performed.
Control of Lead-based Paint	Lead-based paint must be controlled to the extent that the Contractor is in compliance with federal, state and local regulations regarding worker exposure and environmental impact.

Critical Barrier	A double layer of polyethylene (6-mil minimum) sheet used to separate the controlled area and HVAC systems from other portions of the building and outside of the building
LBP	Lead-based Paint
OSHA	Occupational Safety and Health Administration
PEL	Permissible Exposure Limit. An 8-hour time weighted average (TWA) exposure limit established by OSHA. The PEL-TWA for lead is 50 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ).
Stabilization of Leaded Surfaces	The elimination of paint chips, chaps and bubbles by mechanical or chemical means. The elimination of paint chips, chaps and bubbles by mechanical or chemical means.
USEPA	United States Environmental Protection Agency

#### D.18 Disposal Sites

##### Wall Preparation for Re-Application of Finish:

1. The waste generated while preparing the walls for reapplication of finish shall be tested to determine whether the material must be disposed of as hazardous waste or construction waste. The contractor shall collect composite debris samples for testing by TCLP analysis to determine proper disposal requirements. Protocols for sampling the debris shall be outlined in the LBP Work Plan. Results shall be submitted and approved by the Owner prior to the disposal of the waste debris.
2. The lead-based paint waste must be kept secured and labeled in accordance with 29 CFR §1910.145 Signs and Tags until analyzed by the TCLP test. If it is characterized as hazardous, the waste must be labeled in accordance with 49 CFR §172, 173, 178 and 179 Regulations for Labeling, Mailing and Transporting Hazardous Waste.
3. After the waste is characterized, it will be disposed of in accordance with all applicable local, federal, state and/or county regulations.
4. All entities and/or individuals involved in the work must possess valid permits and/or licenses required under the Resource Conservation and Recovery Act (RCRA) as well as any other federal, state or local permits or licenses required for removal, packaging, transportation and disposal of hazardous waste.
5. The hazardous waste removed must be disposed by the Contractor at an Environmental Protection Agency (EPA) permitted Treatment, Storage and Disposal Facility (TSD).

##### Minor Demolition:

1. Should substrates be demolished with the lead-based paint and/or stain, the debris generated from the minor demolition process shall be disposed of as construction and demolition debris in a Class III or IV landfill.

#### D.19 Quality Assurance

Contractor - The Contractor shall certify that they or their subcontractor providing the services of this section has prior experience on LBP building material renovation projects, similar in nature and extent to perform the work in a satisfactory manner.

Competent Person - The Contractor shall certify that they or their subcontractor that is providing the services of this section employ a full-time, onsite Competent Person that meets the requirements of 29 CFR §1926.62 and is experienced in the administration and supervision of LBP building material renovation.

Testing Laboratory - The contractor shall provide the name, address, and telephone number of the independent testing laboratory that will be used to perform analysis of air and waste samples. Documentation that the laboratory performing the analysis is an EPA National Lead Laboratory Accreditation Program (NLLAP) accredited laboratory and that it is rated proficient in the NIOSH/EPA Environmental Lead Proficiency Analytical Testing Program (ELPAT) will also be provided.

Training - Contractor personnel working on the site shall meet applicable federal, state and local training requirements for lead renovation projects.

Licenses and Permits - Copies of licenses and permits required by applicable federal, state, and local regulations shall be obtained at least 20 days before the start of the renovation process.

#### D.20 Regulatory Requirements

All work shall be performed in strict compliance with the current issues of federal, state and local regulations, codes and standards as listed below:

1. Occupational Safety and Health Administration:
  - 29 CFR §1910 General Industry Standard
  - 29 CFR §1910.1025 Lead Hazard Standard
  - 29 CFR §1910.134 Respiratory Protection
  - 29 CFR §1910.1200 Hazard Communication
  - 29 CFR §1910.145 Signs and Tags
  - 29 CFR §1926 Construction Industry Standard
  - 29 CFR §1926.62 Lead Standard for the Construction Industry
2. Environmental Protection Agency:
  - 40 CFR §260, 261, 262, 263, 264 and 265 Hazardous Waste Regulations
3. Department of Transportation:
  - 49 CFR §172, 173, 178 and 179 Regulations for Labeling, Mailing and Transporting Hazardous Waste
4. Tennessee Department of Environment and Conservation:
  - Chapter 1200-1-18-Lead Based Paint Abatement
5. Any other state, county and city codes and ordinances as applicable.

#### D.21 Submittals

#### Pre-Job Submittals

1. All required permits, site location, and arrangements for transport and disposal of lead contaminated debris. Submit certification that the proposed landfill site meets all Environmental Protection Agency regulatory standards.
2. Product data and Material Safety Data sheets for any materials to be used.
3. LBP Work Plan.

#### Post-Job Submittals

1. For abatement disposal, lead waste disposal manifest showing date, type of container removed from the controlled area, signature of recorder, time of day, and general location of the waste material in landfill.
2. For demolition disposal. a copy of the Construction and demolition (C & D) landfill receipts showing date, time and amount of materials disposed.
3. A copy of the controlled area Sign In/Out Logs showing the following: date, name, employee identification number, entry and exit times, company or agency represented and reason for entry into the controlled area(s).
4. Copies of laboratory analysis results.

#### D.22 General Protection of Persons

Prior to commencing work, all workers shall be instructed and knowledgeable in appropriate procedures of personnel protection for lead-based paint renovation work.

Contractor shall be solely responsible for enforcing worker protection requirements and job safety.

Contractor shall provide workers with personally issued respiratory protective equipment approved by NIOSH. The respiratory equipment shall be suitable for protecting against lead exposures in the Controlled Areas according to OSHA Standard 29 CFR §1926.62 and OSHA 29 CFR §1910.134, Respiratory Protection. Filter cartridges that meet the criteria established in NIOSH 42 CFR 84 shall be selected, provided and replaced as required.

Contractor shall provide workers, Owner or Owner's representative and authorized visitors with protective disposable clothing, head covers, gloves, eye protection and foot covers of various sizes to enter Controlled Areas. Provide a minimum of four sets per day for visitors and sufficient sets as required for workers and the Owner or Owner's representative.

Reporting Unusual Events: When an event of unusual and significant nature occurs at the site, a report listing the chain of events, persons participating, response and similar pertinent information shall be prepared and submitted to the Owner. When such events are known or predictable in advance, the Owner will be notified in advance, at the earliest possible date.

Reporting Accidents: Prepare and submit reports of significant accidents at the site. A significant accident includes events where an OSHA recordable event occurs, non-contractor personnel are injured, and/or property loss of substance is sustained.

Post telephone numbers and locations of emergency services including, but not limited to, fire, ambulance, hospital and police at the entrance to the decontamination unit. Post directions to the nearest emergency medical facility.

D.23 Sign In/Out Log

Contractor shall maintain a Sign In/Out Log at the entrance to the Controlled Area(s). The log shall be maintained from the time the first lead-based paint activity is performed until the project is complete. All persons entering the Controlled Area, including the Contractor's workers, Owner's representative and Government Officials shall be required to sign in and out upon entering and exiting the Controlled Area. All persons shall record their name, time, company or agency represented and reason for entering the control area. Except for Governmental Inspectors having jurisdiction, no visitors shall be allowed in any Controlled Area, except as authorized by the Owner or his representative.

D.24 Safety and Protection, OSHA Compliance

The Competent Person shall be the onsite person responsible for coordination, safety, security and execution of the work. The Competent Person shall be able to identify existing and predictable lead hazards and shall have the authority to take corrective measures to eliminate them.

D.25 Personal Protection, Specific

The Contractor shall document that lead renovation airborne exposure levels are below the OSHA established Action Level. This may be accomplished by establishing an airborne concentration baseline (minimum of 3 days of air sampling on-site) or by providing documentation (pre-job submittal) that renovation activities will not cause the airborne levels to exceed regulated limits. The baseline shall be established using a minimum of 25% of the employees for each type of work task performed where lead-based paint is being impacted.

The following personal protective equipment (PPE) shall be used for work with lead-based paint until the above requirements are met:

1. Tyvec Outer Coveralls
2. Cotton Inner Gloves
3. Impermeable, Abrasion Resistant Outer Gloves
4. Impermeable Safety Footwear (Rubber)
5. Filters - Lead - P or R-Series filter cartridges with an efficiency rating of 100%

Note: Should lead-in-air concentrations exceed the protection factor of the above-referenced respirator, respirators with the appropriate protection factor must be used.

Personal Protection & Decontamination - The following shall be performed while the airborne concentration baseline is being established and if an acceptable airborne concentration baseline is not obtained:

1. Workers shall always wear a respirator properly fitted on the face while in the renovation areas. Workers wearing tight-fitting face pieces shall be clean-shaven to the extent that the

hair does not interfere with the sealing surface of the respirator. This must be documented by a standard respirator fit test.

2. The Contractor shall instruct and train workers in proper respirator use.
3. Workers shall wear disposable, full-body cover-all's and disposable head covers and footwear suitable for lead-based paint abatement work in the removal areas.
4. Workers shall not eat, drink, smoke, chew gum, tobacco, or apply cosmetics in the removal areas.
5. The Contractor shall provide a fit tested respirator and disposable cover-all's, head cover, and footwear to any official representative of the Owner.
6. All persons entering the removal areas shall wear an approved respirator and disposable coveralls, head cover and footwear.
7. The Contractor shall instruct and train workers in the nature of lead-based paint and the hazards related to lead dust exposure during renovation activities.
8. The Contractor shall set up a decontamination unit as follows:
  - a. Set-up a unit consisting of a change room, shower and equipment room, enclosed and separated by triple-flap polyethylene air locks, connected to the controlled areas. All workers, without exception, shall:
    - 1) Remove and properly store street clothes in the change room and put on new disposable cover-all's, head covers, footwear and cleaned respirators before entering the controlled area.
    - 2) Upon leaving the controlled area, remove the disposable cover-all's, head covers and footwear in the equipment room and dispose of them in an appropriate waste container. Still wearing their respirators, workers shall proceed to the shower and remove their respirators while showering with soap and tempered water. Wetted respirator cartridges shall be disposed of in appropriate containers.
    - 3) This procedure shall be followed each time a worker enters or leaves the controlled area.

#### D.26 Material

Containers: Air and water-tight, suitable to receive and retain any lead containing or contaminated materials until disposal at an approved site, and labeled in accordance with OSHA Regulation 29 CFR §1926.62, 29 CFR §1910.145, and/or 49 CFR §172, 173, 178 and 179. Three (3) types of containers may be used:

1. Six mil plastic bags/sheet sized to fit within a drum or waste dumpster;
2. Metal or fiber drums with tightly fitting lids; and
3. Waste dumpsters with lids.

Warning Labels and Signs: Will conform to OSHA regulation 29 CFR §1926.62 (Lead), DOT regulation 49 CFR §172, 173, 178 and 179 Regulations for Labeling, Mailing and Transporting Hazardous Waste, and/or EPA regulation 40 CFR §260, 261, 262, 263, 264 and 265 Hazardous Waste Regulations.

#### D.27 Controlled Area Preparation

In Controlled Areas where Abatement and/or Removal by Scraping- and/or Other Mechanical Means will occur, the Contractor shall:

1. Ensure that all ventilating systems or any other system bringing air into or out of the controlled area are disabled. Disable systems by disconnecting wires, removing circuit breakers, lockable switches or other positive means that will prevent accidental restarting of the equipment.
2. Lockout power to circuits running through the controlled area whenever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation, "DANGER circuits being worked on." Lock panel and have all keys under control of Contractor's superintendent. If circuits cannot be shut down for any reason, label at intervals 4-feet 0-inches on center with tags reading, "DANGER live electric circuit. Electrocutation Hazard." Label circuits that are in hidden locations but which may be affected by the work in a similar manner.
3. Construct any and all necessary temporary walls to completely isolate the area of lead-based paint disturbance.
4. Critical Barriers: Seal all openings (doors, windows, etc.) with a 6-mil (minimum) flame resistant polyethylene containment barrier to prevent leakage of air into the outside environment or other portions of the building not being renovated.
5. Cover the floor of the renovation areas with a minimum of one (1) layer of clear polyethylene sheeting, at least 6-mil in thickness.
6. The Contractor shall set up a decontamination facility connected to the controlled area in accordance with OSHA Regulations 29 CFR 1926.1101.
7. Any water discharged shall be filtered utilizing a filter with a maximum porosity of 5 microns prior to discharging the water into a drainage system. The drainage system shall be the closest available drainage system to the controlled area. The Contractor is responsible for making all necessary temporary utility connections to support his work and returning the building systems to its original condition at the conclusion of the project. Measures shall be taken by the Contractor to prevent leaks.
8. All connections to Owner's water system shall include backflow prevention. The hoses used shall have a minimum pressure rating of 100 PSI. The pressure exiting any hose within the controlled area shall not exceed 30 PSI.
9. The Contractor shall maintain the polyethylene enclosure at a static pressure lower than the static pressure of the environment outside the polyethylene enclosure. The negative pressure differential between the polyethylene enclosure and the outside environment shall be achieved by moving air from the polyethylene enclosure to the outside environment via

powered fan units exhausting through HEPA filters ("fan-filter units"). The Contractor shall furnish the fan-filter units. The enclosure must be smoke tested by the Contractor prior to lead-based paint work. A minimum pressure differential of -0.02 inches of water will be maintained across the barriers erected in the controlled area. A sufficient number of fan-filter units shall be utilized to maintain this pressure differential and maintain airflow of at least four air changes per hour in the removal area. The Contractor shall use a calibrated magnahelic gauge or anemometer to measure the pressure differential equipped with strip chart recorder, a copy of which will be incorporated in the post submittals by the Contractor. Collection of this data is the sole responsibility of the Contractor.

10. Each HEPA filter must be certified by the manufacturer to have an efficiency of not less than 99.97% when challenged with 0.3- $\mu$ m dioctyl phthalate particles. The Contractor shall furnish a copy of the certification to the Owner.

11. The filtered exhaust air from the fan units will be exhausted outside the building ducted through a window. The exhaust duct shall pass through a polyethylene lined 3/4-inch sheet of plywood or comparable material to cover the opening. Ensure placement of exhaust air is not near or in close proximity to an air intake which supplies the building or adjacent buildings.

12. Ensure that barriers and plastic enclosures remain effectively sealed and taped. Inadvertent tears in plastic shall be repaired with fiber tape and the tear covered by plastic applied with spray adhesive, overlapping the tear by six inches on all sides.

13. The Contractor shall establish emergency exits and procedures for the renovation area, satisfactory to fire officials.

#### D.28 Lead-Based Paint Work

##### Abatement and/or Removal by Scraping and/or Other Mechanical Means (Minimum Requirements):

1. Utilize water delivered in a fine mist from a hose or garden sprayer during scraping or agitating of the painted surfaces. The mist should cover the immediate abatement areas and should not be excessive to a point where standing or ponding water is present.
2. Remove the paint in a manner that will minimize airborne emissions of lead dust. The use of hand scrapers, needle guns, and like equipment will be acceptable. Materials should not be sanded.
3. Upon abatement, immediately place the paint waste into a 6-mil bag and seal the bag opening with duct or fiber tape.
4. After abatement of the lead-based paint, surfaces shall be wet-cleaned to remove residual accumulated material. After wet-cleaning, surfaces shall appear free of that flaking, chipping, and peeling paint and shall be ready for re-application of paint.

##### Solvent Abatement and/or Removal (Minimum Requirements):

1. Solvent abatement methods shall be performed in strict compliance with manufacturer instructions.



Minor Demolition of Lead-based Painted/Stained Surfaces with Paint/Stain In-place (Component Demolition, Minimum Requirements):

1. Spray a fine mist of water using a sprinkler-type sprayer during the renovation process. The mist should cover the immediate renovation area and should not be excessive to the point where there is surface run-off from the area of renovation.
2. Upon demolition, immediately place the lead-based painted building materials into an appropriate disposal container (dump truck, dumpster, etc.). Cover and remove the debris from the site.

#### D.29 Safety and Health Procedures

The Competent Person shall be present on the work site throughout the renovation process to supervise, monitor, and document the project's health and safety provisions. A daily log shall be maintained that provides the results of any testing performed.

##### 1. Safety and Health Responsibilities

###### a. The Competent Person shall:

- 1) Verify that training meets applicable requirements.
- 2) Ensure compliance with the LBP Work Plan.
- 3) Enforce work practices to minimize airborne concentrations of lead.
- 4) Ensure that workers are not exposed to airborne lead concentrations in excess of the PEL established by 29 CFR §1926.62.

#### D.30 Monitoring

**Personal Air Monitoring** - Airborne concentrations of lead shall be monitored and analyzed in accordance with 29 CFR §1926.62. The Competent Person shall use personal air monitoring results to determine the effectiveness of engineering controls and work practices, the adequacy of PPE and air clearance requirements. The Owner shall be notified if any personal air monitoring result equals or exceeds 30 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ) of air and the Contractor shall take immediate steps to reduce the airborne concentration.

**Area Air Monitoring** - Area air monitoring shall be performed in accordance with the contractor's LBP Work Plan. Air monitoring shall be performed while the airborne concentration baseline is being established and if an acceptable airborne concentration baseline is not obtained: Samples will be collected and analyzed in accordance with 29 CFR §1926.62. The Contractor shall provide the Owner with the results of area air monitoring within 48 hours after completion of the sampling.

**Clearance Air Monitoring** - Personal and Area Air Monitoring results may be used for satisfactory compliance with clearance requirements if all of the results from the samples collected are below the Action level. Should any of the sample results be at or above the Action Level, independent clearance monitoring shall be performed until air results indicate that the clearance level has been met ( $<30 \text{ ug}/\text{m}^3$ ).

**Clearance Wipe Samples** - A minimum of three clearance wipe samples shall be collected using the following protocol:

1. Use a 4" x 4" or 8" x 2" clean plastic template to collect the wipe samples from the surfaces. While handling the template from the outside edge, carefully secure template to the surface to be sampled by taping the outside edge to the surface.
2. Make a small tear in a clean dust wipe packet (Ghost Wipe™, or equivalent) and place it near the area to be sampled being careful not to contaminate the wipe.
3. Put on clean disposable gloves being careful to only touch gloves at the wrist to avoid contaminating them (use a new pair of gloves for each sample collected).
4. Remove dust wipe from its packet, open it fully, then refold it in half two times.
5. With the fingers together, press down firmly beginning in one interior corner of the template and wipe down one side. Being careful to keep wipe within the perimeter of the template, repeat the process on the opposite side. Wipe along the top, inside perimeter of the template then from side to side in as many "S-like" motions as needed to cover the entire wipe area. At the end of the last "S", sweep toward the middle of the surface and pinch debris into the wipe, folding it once so that contaminants are trapped in the wipe.
6. Repeat the above procedure using the same wipe and S-like motion, but at a 90° angle to the first. Attempt to remove all visible dust or paint chips. Fold contaminated side inward again and Insert wipe into a polyethylene bag for transport to the laboratory for analysis by Atomic Absorption Spectroscopy (AAS).

The following clearance criteria must be met prior to releasing the area to unprotected and untrained personnel:

- Floors - 200 micrograms per square foot ( $\mu\text{g}/\text{sf}$ )
- Windows Sills (if applicable)- 500  $\mu\text{g}/\text{sf}$
- Window Wells (if applicable)- 800  $\mu\text{g}/\text{sf}$

Should the residual lead levels in a dust sample exceed the above clearance levels, all the components represented by the failed sample shall be re-cleaned and retested until clearance levels are met. Until all applicable clearance levels for the tested surfaces are found to be at or below the clearance levels, the area shall not be cleared for re-occupancy.

#### D.31 Clean-Up for Controlled Areas

After the abatement of lead-based painted surfaces has been completed, the Contractor shall notify the Owner. The Owner shall visually observe the areas. Upon completion of the observation, and subsequent approval, clearance testing shall be accomplished either by previous air monitoring results or by employing an independent testing firm to perform final clearance air sampling. Upon successful completion of the final clearance requirements ( $<30 \text{ ug}/\text{m}^3$ ), the Contractor shall remove the decontamination unit. The remaining barriers between controlled and clean areas and all seals on openings into the controlled area shall be removed, packed into sealable plastic bags (6-mil minimum) and disposed of appropriately.

All plastic sheeting tape, cleaning material, clothing, and all other disposable material used in the lead-based paint abatement process shall be packed into sealable plastic bags (6-mil minimum) and disposed of appropriately.

D.32 Field Quality Control

The Contractor is responsible for performing area and personal (OSHA compliance) air monitoring until OSHA and clearance levels are successfully accomplished. The Contractor must also perform any other necessary tests required by regulations or codes and standards for the protection of his workers.

The Contractor shall be responsible for area air monitoring (during and post abatement) until OSHA and clearance levels are successfully accomplished. The minimum frequency of area air sampling shall be as follows:

During Renovation

2 per Controlled Area  
2 Outside Controlled Area

Final Clearance

2 per Controlled Area

E. OTHER CONSIDERATIONS:

- E.1 Contractor shall provide hourly labor services on an "as required" basis by Tennessee Tech.
- E.2 The hourly labor rates shall include all costs associated with providing Asbestos and Lead-Based Paint Abatement Services to Tennessee Tech including, but not limited to, travel, meals, lodging, tools and equipment.
- E.3 Labor rate charges shall begin at the time Contractor arrives on job site. Travel time to and from job site is at Contractor's expense.
- E.4 Contractor personnel are required to notify Tennessee Tech personnel when they reach job site and when they leave job site.
- E.5 Contractor must possess a valid Contractor's license with all applicable classifications and endorsements.
- E.6 Contractor must possess its own tools of the trade. Tennessee Tech will not be responsible for lost or stolen items.
- E.7 Contractor must have sufficient workforce to accommodate multiple extensive projects as necessary. Tennessee Tech requires, as to the nature of the work, that all workers wear shirts, pants (ankle length) and shoes.
- E.8 The Contractor shall be responsible for adequately securing their work area, and shall abide by all laws and regulations pertaining to safety at all times while providing contractual services.
- E.9 Contractor shall be responsible for cleanup and proper disposal of all materials from the job site, unless otherwise instructed by Tennessee Tech.
- E.10 All applicable permits, licenses and taxes shall be the sole responsibility of the Contractor.

- E.11 Materials furnished by Contractor are to be charged to Tennessee Tech at a rate of cost plus fifteen percent (15%). Note: Cost is defined as Contractor's invoiced cost including tax.
- E.12 Contractor shall assist Tennessee Tech personnel with cost estimates on related work contemplated or on renovations that include related work and materials. These project estimates are to be provided at no cost to Tennessee Tech.
- E.13 Whenever work is done at the Craft Center (off Hwy 56 at Hurricane Bridge near Smithville, TN), or at The Oakley Farm (in Livingston, TN), Tennessee Tech agrees to allow the Contractor to charge one (1) hour extra labor per day per person, in accordance with each person's labor classification, in order to cover expenses incurred as a result of travel time to the Craft Center or the Oakley Farm.
- F. TERMS AND CONDITIONS:
- F.1 Authorized Signatories and Counterparts. Tennessee Tech is not bound by this Contract until it is executed by Tennessee Tech's authorized official(s). If applicable, Contractor represents s/he is authorized to enter into this Contract on behalf of the entity named in the Contract. The parties agree that the Contract may be executed in counterparts and signed electronically and transmitted electronically.
- F.2 Modification and Amendment. This Contract may be modified only by a written amendment executed by the parties.
- F.3 Termination for Convenience. Tennessee Tech may terminate this Contract without cause for any reason by providing the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized services completed as of the termination date, but in no event shall Tennessee Tech be liable to the Contractor for compensation for any service which has not been rendered.
- F.4 Termination for Cause. If the Contractor fails to timely or properly perform its obligations, or violates any term of the contract, Tennessee Tech may immediately terminate the contract and withhold payments in excess of fair compensation for completed services. Contractor is liable to Tennessee Tech for damages sustained by virtue of Contractor's breach and agrees to pay Tennessee Tech's attorney fees to enforce the contract terms.
- F.5 Subcontracting. The Contractor shall not assign or subcontract any portion of the contract without Tennessee Tech's prior written consent. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- F.6 Conflicts of Interest. The Contractor agrees that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee ("State") as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to the contract, and that no employee or official of the State holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by Tennessee Tech or any other agency or institution of the State; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of the Contract.
- F.7 Nondiscrimination. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected

to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

- F.8 Records. Tennessee Tech and/or the State of Tennessee may audit the books and records of the Contractor or any subcontractor other than a firm fixed price contract, to the extent that any such books and records relate to contract performance. Such books and records shall be maintained by the Contractor and subcontractor for a period of three (3) years from the date of final payment.
- F.9 Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Tennessee Tech, the Comptroller of the Treasury, or their duly appointed representatives.
- F.10 Progress Reports. The Contractor shall submit brief, periodic, progress reports to Tennessee Tech as requested.
- F.11 Strict Performance. Either party's failure to insist in any one or more cases upon the strict performance of any term, covenant, condition, or provision of the contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision.
- F.12 Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual goods and/or services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- F.13 University Liability. Tennessee Tech and Tennessee Tech Foundation shall have no liability except as specifically provided in this Contract.
- F.14 Force Majeure. Should an event (e.g., war, act of God, riot, natural disaster, etc.) beyond a party's reasonable control occur, that party will be excused from performing its obligations under this contract, provided the following provisions are met: (1) The affected party must promptly notify the other party of the occurrence of the event, its effect on performance, and how long that party expects it to last, and (2) the affected party shall update that information as reasonably necessary and use reasonable efforts to limit damage to the other party and to resume its performance under this agreement.
- F.15 State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including Tennessee Tech policies in the performance of this Contract.
- F.16 Governing Law. This Contract shall be governed by the laws of the State of Tennessee without regard to its choice of law principles. Contractor agrees that the Tennessee Claims Commission shall have exclusive jurisdiction to resolve disputes related to this Contract.
- F.17 Severability. If any provision of this Contract is held invalid, the surviving provisions will remain enforceable.
- F.18 Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

F.19 Taxes. The Contractor, being an independent contractor and not an employee of Tennessee Tech, agrees to pay all applicable taxes incident to this Contract.

G ADDITIONAL TERMS AND CONDITIONS:

G.1 Communications and Contacts.

Tennessee Tech University (Contractual Contact):  
Tina Girdley, Senior Buyer  
Purchasing & Contracts  
Tennessee Technological University  
Box 5144, 1 William L Jones Dr.  
Cookeville, TN 38505  
Phone: 931-372-6350  
Fax: 931-372-3727  
Email: tgirdley@tntech.edu

The Contractor:  
[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]  
[CONTRACTOR NAME]  
[ADDRESS]  
[TELEPHONE NUMBER]  
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. No changes to the Contract effective unless agreed to, in writing, by both parties.

G.2 Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Tennessee Tech reserves the right to terminate this Contract upon written notice to the Contractor.

G.3 Breach. A party shall be deemed to have breached the Contract if any of the following occurs. This list is not exclusive.

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

Should a breach occur, the non-breaching party shall notify the breaching party in writing and may provide a cure period during which time the parties will work in good faith to settle any issues. Should no resolution be accomplished, the non-breaching party may cancel the contract effective immediately upon written notice of termination.

G.4 Insurance. The Contractor shall maintain a commercial general liability policy naming both Tennessee Tech and the Tennessee Tech Foundation as additional insured and certificate holder. The commercial general liability policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to Tennessee Tech both certificates of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to Tennessee Tech.

The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities arising out of or resulting from the goods and/or services under this Contract.

- G.5 Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services, such procurements shall be made on a competitive basis, when practical.
- G.6 Inventory/Equipment Control. No equipment shall be purchased under this Contract.
- G.7 University Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by Tennessee Tech for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to Tennessee Tech in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to Tennessee Tech for the residual value of the property at the time of loss.
- G.8 Contract Documents. Included in this Contract by reference are the following documents:
  - a. This Contract document and its attachments
  - b. The Request for Quotation – Asbestos and Lead-Based Pain Abatement Services and its associated amendments.
  - c. The Contractor's Bid in response to G.8.b. above.

In the event of a discrepancy or ambiguity regarding the interpretation of this Contract, these documents shall govern in order of precedence as listed above.

- G.9 Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with Tennessee Tech hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's goods and/or services are endorsed.
- G.10 Hold Harmless. The Contractor agrees to indemnify and hold harmless Tennessee Tech as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, causes of action, and attorney fees which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of Contractor, its employees, or any person acting for or on its behalf.
- G.11 Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
- d. has not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

- G.12 Prohibition on Hiring Illegal Immigrants. The Contractor attests by its signature that it will not knowingly utilize the services of illegal immigrants nor the services of any subcontractor who will utilize the services of illegal immigrants.
- G.13 Sales and Use Tax. In compliance with the requirements of T.C.A. § 12-3-306, the Contractor attests that the Contractor has either registered with the State of Tennessee’s Department of Revenue for or does not make sales of goods or services that are subject to the collection of Tennessee sales and use tax. This is a material contract requirement and Tennessee Tech may require proof of registration or exemption.
- G.14 Contractor Commitment to Diversity. The Contractor shall assist Tennessee Tech in monitoring the Contractor’s performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to Tennessee Tech in form and substance as required by Tennessee Tech.
- G.15 Iran Divestment Act. The requirements of Tenn. Code Ann. §12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
- G.16 Execution. The parties agree that the Contract may be executed in counterparts and signed electronically and transmitted electronically.
- G.17 Boycott of Israel. Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by T.C.A. § 12-4-119.

IN WITNESS WHEREOF:

CONTRACTOR NAME

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Name, Title Date

Tennessee Technological University:

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Name, Title Date