Request for Proposal

Painting Services

April 3, 2009

A VASCUPP Member Institution
Issued by
Procurement Services
Charlottesville, Virginia
Painting Services  
Request for Proposal # JG040309  
April 3, 2009

Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Overview of the RFP Process</td>
<td>1</td>
</tr>
<tr>
<td>II. Background Discussion and Goals of the University</td>
<td>2</td>
</tr>
<tr>
<td>III. Scope of Goods and Services</td>
<td>3</td>
</tr>
<tr>
<td>IV. Basis of Selection</td>
<td>10</td>
</tr>
<tr>
<td>V. Contents of the Proposal</td>
<td>11</td>
</tr>
<tr>
<td>VI. Information about this RFP</td>
<td>16</td>
</tr>
<tr>
<td>A. Procurement Schedule</td>
<td>16</td>
</tr>
<tr>
<td>B. Issuance of RFP and Questions</td>
<td>16</td>
</tr>
<tr>
<td>C. Preproposal Conference</td>
<td>17</td>
</tr>
<tr>
<td>D. Proposal Deadline</td>
<td>17</td>
</tr>
<tr>
<td>E. Oral Presentations and Negotiations</td>
<td>17</td>
</tr>
<tr>
<td>F. Communications</td>
<td>18</td>
</tr>
<tr>
<td>G. Formation of the Agreement with the Selected Firm</td>
<td>19</td>
</tr>
<tr>
<td>H. Provisions Deemed Included in the Proposal</td>
<td>19</td>
</tr>
<tr>
<td>I. Rejection of Proposals</td>
<td>21</td>
</tr>
<tr>
<td>J. Virginia Freedom of Information Act</td>
<td>21</td>
</tr>
<tr>
<td>Attachment 1 - Mandatory Contractual Provisions</td>
<td>22</td>
</tr>
<tr>
<td>Attachment 2 - Preferred Contractual Provisions</td>
<td>28</td>
</tr>
<tr>
<td>Attachment 3 - Procedure for Resolution of Contractual Claims</td>
<td>34</td>
</tr>
<tr>
<td>Attachment 4 - Executive VP and COO’s Request for Commitment</td>
<td>36</td>
</tr>
<tr>
<td>Attachment 5 - Contractor Requirements for Lead-Based Paint (LBP) Repainting</td>
<td>37</td>
</tr>
</tbody>
</table>
This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: [http://www.procurement.virginia.edu/pagerfp](http://www.procurement.virginia.edu/pagerfp). It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP. Additional information can be found on Procurement Services web site: [http://www.procurement.virginia.edu/](http://www.procurement.virginia.edu/)

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (University), a Virginia public corporation, seeks experienced firm(s) to provide interior and exterior painting services. This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for the University is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm.

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement
activities. The Commonwealth and the University encourage firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of the University

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson’s spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University’s standing as a leader in education, research, and community service.

The over 20,390 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 11,960 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation’s finest, and graduates who have consistently been among the forefront of our nation’s shapers. At the University, our bright future is the direct result of our great history.
III. Scope of Goods and Services

It is the University's intent to enter into an Agreement with the Selected Firm(s) to provide interior and exterior painting services on an “as needed” basis to assist the University with various painting needs. The Selected Firm(s) will be able to supply general painting services for interior and exterior buildings and structures, including academic and medical facilities at the University. These services must be provided in a competent manner to minimize the interruption of the educational services, patient-care, and business operations performed by the University. The Selected Firm(s) will provide painting services as specified by the University’s plans and specifications of the project, the Facilities Design and Construction Guidelines manual and any recognized codes and standards including, but not limited to; Building Officials & Code Administrators (BOCA), Virginia Uniform Statewide Building Code. Occupational Safety and Health Administration (OSHA) Environmental Protection Agency (EPA) regulations, governing work in the State of Virginia. Due to the size of the Facilities Design and Construction Guidelines, a copy is not provided with this RFP, however Firms may review a copy and / or obtain a copy upon request. In order to achieve this goal the Selected Firm(s) may be requested to provide those goods and services outlined in this section.

The University intends to make awards to two categories of Selected Firms. Group A will meet all of the requirements for involvement with areas that have been previously painted with lead based paint. Group B will work in areas with no known lead based paint exposure. All Group A members will be members of Group B for purposes of responding to the Request for Quotations (RFQ) process.

In order to support the Commonwealth and University policy toward small businesses and businesses owned by women and minorities, the University will only accept proposals from firms that are certified with the Commonwealth’s Department of Minority Business Enterprise (DMBE) or meets the criteria for certification established by DMBE and will pursue such certification with the Commonwealth before the award of an agreement.
A. General Services – The Selected Firm will:

1. Provide high quality painting services. This includes, but is not limited to, prompt response to RFQ’s and completion of projects in a timely fashion once guidelines and timetables have been established by the University. Work in progress will be inspected by a University Contract Manager and/or her/his designated representative to ensure that services provided meets the University’s quality standards. The University may, at any time, assign a designated representative to oversee a painting project. The University’s Contract Manager or his/her designated representative will serve as the contract administrator of the resulting Agreements.

2. Plan its work with the understanding the University’s Facilities Management regular working hours are 7:30 a.m. to 4:30 p.m. Monday through Thursday and Friday 7:30 a.m. until 2:00 p.m., except established holidays observed by the University, unless otherwise approved by the University’s Contract Manager.

3. Be required to work under the same conditions as does the University’s Facilities Management painters. This includes, but is not limited to, vehicle parking arranged through the University’s Department of Parking and Transportation, adhering to the University’s Facilities Management’s Facilities Design and Construction Guidelines, complying with all building and safety codes, and scheduling work around the University’s class schedules, special events and holidays.

4. Guarantee its personnel wear uniforms at all times to designate their affiliation with the Selected Firm(s). Uniforms will consist of long pants (short pants in the spring, summer, and fall are acceptable) and a shirt (either short or long sleeve) with the Selected Firm’s name and person’s name designated on the upper portion of the shirt. Uniforms must remain consistent for proper identification purposes and the Selected Firm’s personnel must wear these uniforms at all times. The University requires such identification for security precautions and access will be prohibited if University personnel do not recognize the identification.
5. Take proper safety and health precautions to protect, at a minimum, all of its work, the Selected Firm’s employees, the public, and University personnel.

6. Ensure the work site is in such an orderly fashion as not to unduly interfere with the progress of the work or the work of any other contractor or the University’s Facilities Management personnel. Trash will be collected daily and removed from the site by the Selected Firm(s).

7. Not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to any University building, except by proper previous arrangement with and in the presence of an authorized representative of the University. The Selected Firm(s) will give ample advance notice of the need for cutoffs or adjustments, which will be scheduled at the convenience of the University.

8. May use existing sanitary facilities, electricity, and water as directed and approved by the University to the extent of available services. The issue of available utilities will be clarified and understood by the Selected Firm(s) prior to submission of the Selected Firm’s price quotations on each paint project.

9. Ensure the University, its agents, any public authority and their representatives will at all times have access to the work, whether it is in preparation or progress stage, and the Selected Firm(s) will provide safe facilities for such access and for inspection. All work and materials will have a final inspection by an authorized representative of the University.

B. Painting Specifications – The Selected Firm(s) will:

1. University Surface Preparation requirements
   
   a. Remove all hardware, hardware accessories, machined surfaces, and similar items in place and not to be painted, or provide surface-applied protection prior to surface preparation and painting operations. Reinstall the removed items by workmen skilled in the trades involved following work completion.
b. Establish preparation and cleaning procedures to be done in strict accordance with the paint manufacturer’s instructions and, as herein specified, for each particular surface condition.

c. Will not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of durable paint film. The Selected Firm(s) will clean surfaces to be painted before applying paint. The Selected Firm(s) will remove oil and grease prior to mechanical cleaning and will plan the cleaning and painting so that contaminants from the cleaning process will not fall onto wet newly-painted surfaces.

d. Ensure that all existing and new surfaces and base coats to receive paint will be clean, smooth, dry and free from dust or grit at any time coating is applied. Existing base coats will be put in good condition and the surfaces well covered by touching up any bare or abraded spots. New or existing base coats will be rubbed smooth as necessary to allow for proper application of paint.

e. Fill all cracks and joints on new and existing surfaces with caulk, sheetrock mud, sealant, or other compatible material. Filled surfaces will be flush with adjoining surfaces.

f. Remove loose and peeling paint from all existing surfaces to receive new paint. The Selected Firm(s) will sand edges of paint scales left after removing peeling to create a smooth surface.

g. Sand or dull existing glossy surfaces before application of new paint.

h. Remove all loose window glazing and replace as necessary on exterior projects and re-glaze and replace all broken windows as necessary on each interior or exterior project.
2. **Paint – The Selected Firm(s) will:**
   a. Mix and prepare painting materials in accordance with manufacturer’s printed instructions.
   b. Store paint, not in actual use, in tightly covered containers. Storage containers will be maintained in a clean condition, free of foreign materials and residue.
   c. Stir paint before application to produce a mixture of uniform density, and stir as required during application of paint. Do not stir surface film into the paint. Remove the film and, if necessary, strain the paint before using.
   d. Keep all stored paints, liquids and rags in covered metal containers. Store materials, tools and equipment in areas designated by the University. Maintain storage area in neat, clean condition. The Selected Firm(s) will be responsible for stored items. In most cases the Selected Firm(s) will be required to furnish their own storage areas.
   e. Use the paint and caulking as specified by the University.

3. **Applications – The Selected Firm(s) will:**
   a. Apply paint in accordance with the manufacturer’s instructions. Use applicator and techniques best suited for the substrate and type of material being used or as specified by the University.
   b. Ensure that the finished surface will be free of runs, drops, ridges, waves, laps, brush marks, and each coat will be applied so as to produce a film of uniform thickness. Special attention will be given to ensure that all surfaces, including edges, corners, crevices, welds and fasteners receive a film thickness equal to that of adjacent painted surfaces.
   c. Ensure the paint shows no signs of hard setting, excessive skinning, or other deterioration. Paint will be thoroughly stirred, strained if necessary, and kept at a uniform consistency during application.
d. Where necessary to suit conditions of surface, temperature, weather, and method of application, the Selected Firm(s) may thin paint immediately before application in accordance with manufacturer’s instruction, but not in excess of one pint of suitable thinner per gallon, unless otherwise approved by the University. The use of thinner, for any reason, will not relieve the Selected Firm(s) from obtaining complete coverage of paint.

e. Obtain the University’s written approval for each coat (including spot priming or full prime) before applying successive coats. If the Selected Firm(s) fails to obtain written approval, an additional coat will be required and provided by the Selected Firm at no additional cost to the University.

f. Will paint all piping, electrical, and telephone conduits that have been previously painted or when specified by the University.

g. Apply paint by brush unless otherwise specified in the RFQ. Airless spray gun paint application and chemical/open flame paint removal will not be permitted unless approved or directed in advance by the University’s contract administrator.

h. Apply paints on exterior surfaces only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F and 90 degrees F, unless otherwise permitted by the paint manufacturer’s printed instructions, and as approved by the University.

i. Will not apply paint in snow, rain, fog or mist or when the relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by the paint manufacturer’s printed instructions, and as approved by the University.
4. Lead Based Paint (LBP) Repainting – The Selected Firm(s) will:
   a. Ensure proper LBP repainting procedures are strictly adhered to when LBP disturbance is required. LBP repainting will require, at a minimum: proper respirators, protective clothing, LBP warning signs, a posting of LBP contractor, supervisor and worker license and certification, HEPA filtration equipment (vacuum needle guns, etc.) ample polyurethane (poly) covering for enclosure of surfaces and critical openings such as doors and windows. See Attachment 5, Contractor Requirements for Lead-Based Paint (LBP) Repainting for more details and work procedures.
   b. Contain paint chips throughout all LBP repainting projects. All readily visible paint chips, whether evident before or after work begins on each project start will be removed, contained and disposed of properly.
   c. Not contaminate exterior soil and interior surfaces during LBP repainting. Pre-painting and post-painting soil and swipe testing may be performed by the University to document the need for further cleaning of exterior grounds and/or interior surfaces by the Selected Firm(s).

5. Scaffolding – The Selected Firm(s) will:
   a. Provide, erect, and maintain all scaffolding required for proper execution and completion of all the work and inspection by the University’s designated representative. All scaffolding will meet all OSHA requirements.

6. Clean-up and Protection – The Selected Firm(s) will:
   a. Remove from the site all discarded paint materials, rubbish, cans, trash, rags, or other similar items at the end of each workday and throughout the process of the work. This includes raking and removal of paint chips, sweeping up dust, etc.
   b. Clean the associated window glass: exterior or interior upon completion of a painting project.
c. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

7. Protection – The Selected Firm(s) will:
   a. Provide wet paint signs, drop cloths, barriers and other covering for proper protection of metal, previously painted surfaces, office furnishing, personal belongings of University students and personnel, automobiles, pedestrian traffic, etc. The Selected Firm(s) will correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to the University.
   b. Ensure its employees use personal safety equipment to avoid skin and eye contact with cleaning products.
   c. Provide “Wet Paint” signs as required to protect newly painted finishes, and will remove temporary protective wrappings and “Wet Paint” signs after completion of painting operations (similar to a. above).
   d. Touch-up and restore all damaged or defaced painted surfaces after occupants move into the space.

IV. Basis of Selection
The University will evaluate proposals and, if a firm is to be selected, select the firm on the basis of:

A. The firm's plan to assist the University to meet its goals for a painting services and related support trades as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Goods and Services;

B. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP;

C. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;
D. The firm's financial proposal including but not limited to discounts, service charges and other charges;

E. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;

F. The contractual terms which would govern the relationship between the University and the Selected Firm(s);

G. The firm’s plan for the utilization of Small, Women-owned and Minority owned (SWAM) businesses. (In evaluating the firm’s proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion.); and

H. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

V. Contents of the Proposal
Proposals should include information outlined in this section. Copies of proposals must be sent to the Issuing Office, Procurement Services, Carruthers Hall, and not to any other office or department whatsoever at the University.

A. Operations
1. Describe how the firm plans to provide painting services, which is the primary goal of this RFP.
2. Provide a plan of operation to achieve the objectives set forth in Section III, Scope of Goods and Services.
3. State that the firm will comply with University’s painting process listed in Section III, Scope of Goods and Services.

B. Firm Information, Personnel, References
1. Provide a brief history of the firm and its experience in provide interior and exterior painting services.
2. Provide information on those individuals assigned to work with the University including a description of their experience in provide interior and exterior painting services.

3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.

4. Provide a list of institutions of higher education with which the firm has signed a term contract.

5. Provide a list of all clients lost within the last three years which includes:
   a. A contact name and telephone number
   b. Length of service at the account
   c. Reason for the loss

6. Include a copy of the firm's Virginia lead license and any other certifications.

7. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at [http://www.vcu.edu/procurement/coopcon.htm](http://www.vcu.edu/procurement/coopcon.htm)

8. Provide the name of the individual responsible for the firm’s supplier diversity program. This individual is responsible for implementing and reporting on the firm’s Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.

C. Financial Proposal

1. Describe how the firm will bill for large projects.

2. Provide hourly labor rates for all services and trades that the firm can provides related to Painting Services.

3. Describe how the University will be charged for projects. Include any additional discounts available for early payment of the firm’s invoices.

4. State which electronic payment method the firm has or will register for.
5. Describe how the University will benefit from cost savings by accepting the firm's proposal.

D. Contractual Arrangements
1. Provide the University with any form or contract the University may be requested to sign.
2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.
4. Provide a written statement with the firm’s proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.

E. Small, Women-owned and Minority-owned (SWAM) Business
The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University’s 2007 SWAM plan spend goal for firms certified by DMBE is:

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<th>Enterprise Type</th>
<th>Goal</th>
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<tr>
<td>Minority Business Enterprises</td>
<td>4.0%</td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>5.0%</td>
</tr>
<tr>
<td>Small Business Enterprises</td>
<td>31.0%</td>
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This goal does not allow for "set aside" purchases. SWAM firms must compete equally with majority firms and be able to provide the University with quality goods and services at competitive prices. To view the University’s current quarterly achievements, click here. As this report shows, the University is in need of assistance in the Minority-owned and Women-owned categories. Please tailor the firm’s SWAM plan to assist the University in meeting its goal.
Specify whether the firm is a SWAM. Firms can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by the Commonwealth of Virginia’s Department of Minority Business Enterprise (DMBE). All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM firm.

The Commonwealth’s definitions are:

- **Minority-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.

- **Minority Individual** means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
  - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
  - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese
cultures and who are regarded as such by the community of which these persons claim to be a part.

- "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

- "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

- **Small Business Enterprise** means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program.

- **Woman-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.

If the firm is not a SWAM firm, describe the firm’s partnering relationships with SWAM firms and how it plans to support the University’s goal to increase business annually by 5% with these firms in accordance with Attachment 4, Executive VP and COO’s Request for Commitment letter.
F. Other Information

Provide any other information which the University should consider in evaluating the firm's proposal.

VI. Information about this RFP

A. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones:

- Issue Date of RFP: 04/03/09
- Preproposal Conference: 04/22/09
- Deadline for Receipt of Proposals: 05/06/09
- Oral Presentations/Negotiations: 05/27/09
- Contract Award: 07/22/09

B. Issuance of RFP and Questions

The Issuing Office for this RFP is:

Procurement Services
University of Virginia
1001 North Emmet Street
P.O. Box 400202*
Charlottesville, Virginia 22904-4202

**NOTE: If RFP proposal is sent U. S. Postal Service use the P. O. Box. The University does not take responsibility for lost or misdirected mail.**

Attention: John Gerding, Procurements Manager
Telephone: (434) 982-2563
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: jeg5y@virginia.edu

Any questions concerning this RFP will be directed to John Gerding as listed above and not to any other person at the University, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Bill Cooper, the University’s Director of Supplier Diversity, at (434) 924-7174 or wsc6ja@virginia.edu. The
University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference
A conference for firms receiving this RFP will be held at 10:00 a.m. on Wednesday, April 22, 2009 in the University’s Facilities Management Training/Lunch room at 575 Alderman Road, Charlottesville, Virginia (map viewed at this web site:  http://www.virginia.edu/Map/). Attendance at this conference is advised if wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

Firms planning to attend the Preproposal Conference should notify Rebecca Sims either by email  pur-rfp@virginia.edu  or telephone (434-924-1346), no later than 3:00 p.m. on Monday, April 20, 2009 of the names, titles, and phone numbers of the individuals who will attend.

D. Proposal Deadline
All proposals must be received at the Issuing Office by 3:00 p.m., Wednesday, May 6, 2009. Five copies of each proposal must be provided in individual, bound volumes. Firms must also include an electronic copy of the proposal on a CD-ROM, excluding any pre-printed materials such as financial statements. The electronic copy should be formatted as a Microsoft Word document.

E. Oral Presentations and Negotiations
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to
discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Oral presentations and Negotiations are tentatively scheduled for Wednesday, May 27, 2009. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions.

F. Communications Between the University and the firms Regarding This RFP

Informal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:

1. Requests from the firms to any department at the University, with the exception of Procurement Services for information, comments, speculation, etc.;

2. Requests from any department at the University, or any employee of the University, with the exception of Procurement Services for information, comments, speculation, etc.

Formal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, all communications between the University and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement Services. Formal communications will include but not be limited to:

1. Preproposal Conference
2. Oral presentations
3. Site visits, Interviews, etc.
Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

G. Formation of the Agreement with the Selected Firm

All proposals received will be carefully evaluated by the University. The University will then select two or more firms deemed to be fully qualified and best suited among those submitting proposals, on the basis of evaluation criteria described in this RFP. The University will then conduct negotiations with each of these firms. After negotiations have been conducted, the University will select the firm which, in its opinion, has made the best proposal. The University will award the agreement to the Selected Firm by either of these methods:

1. Accept the proposal as written by issuing a written notice to the Selected Firm which refers to this RFP and accepts all or part of the proposal submitted in response to it and/or any addenda submitted during the negotiation process; or

2. Execute a mutually satisfactory written agreement based on this RFP, the proposal submitted, and the negotiations concerning these.

3. If the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that firm.

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. Provisions Deemed Included in the Proposal

The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those
which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

1. Mandatory Provisions
   
   Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.
   
   a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section C, Proposal Deadline.
   
   b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.

   
   Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:
a. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which the University wishes to contact; and

b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

I. Rejection of Proposals
The University reserves the right to reject any or all proposals received. Nonacceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm exists, or when the University rejects all proposals.

J. Virginia Freedom of Information Act
Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.
Attachment 1

Mandatory Contractual Provisions

A. Nondiscrimination
During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests
The Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or any other applicable law or regulation.

C. Assignment
Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement Services and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.
E. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by facsimile, when received (as verified by sender’s machine) if delivered no later than 4:00 p.m. (receiver’s time) on a business day or on the next business day if delivered (as verified by sender’s machine) after 4:00 p.m. (receiver’s time) on a business day or on a non-business day. All such notices will be addressed to a party at such party’s address or facsimile number as shown below.

If to the University:
Eric N. Denby
Director of Procurement Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 982-2690

If to the Selected Firm:
The person signing the Selected Firm's proposal in response to the University's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

F. Independent Contractor

Selected Firm is not an employee of the University, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.
G. Workers' Compensation and Employers' Liability
The Selected Firm will (i) maintain Employers Liability coverage of at least $100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace
The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, the Selected Firm agrees to 1) provide a drug-free workplace for the Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.
I. Information Technology Access Act

In accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.
If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. eVA Business To Government Registration
The eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://www.eva.virginia.gov), is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award being made.

K. eVA Transaction Fee
The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at [www.eva.virginia.gov](http://www.eva.virginia.gov).

L. Contractor License Requirements
State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm’s responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.

License #______________  Type___________________
A copy of the license must be furnished upon request to the University or VASCUPP member institution.

M. Unauthorized Alien Use.

The Selected Firm warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. The Selected Firm furthermore agrees that, during the term of the Agreement, it will not knowingly employ an unauthorized alien.
Attachment 2
Preferred Contractual Provisions

A. Goods and Services
During the term of this Agreement, the Selected Firm will provide for the University the goods and services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Term of Agreement
The term of this Agreement will be for five years, with the ability to renew on the same terms and conditions, for one additional two-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator
The University will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the University for day-to-day operations but cannot approve amendments to the Agreement or price changes.

D. Waiver
No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

E. Indemnification
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of
the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

F. Governing Law
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

G. Termination
If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

H. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.

I. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for five years thereafter. The Selected Firm will make available to the
University all books and records relating to performance of this Agreement as may be requested during said period.

J. Contractual Claims

This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

K. Insurance

Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be their limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

**Commercial General Liability:**

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and a $2,000,000 general aggregate with coverage for the following:

{X} Premises/Operations  {X} Products/Completed Operations  
{X} Contractual  {X} Independent Contractors  
{X} Personal Injury  {X} Additional Insured*

**Automobile Insurance:**

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence with the following coverages for vehicles operated by their employees.

{X} Any Automobile  {X} Owned and Non-Owned Automobiles
Workers Compensation and Employers Liability:
The Selected Firm and any Subcontractor will maintain coverage for workers compensation in compliance with the Virginia Worker’s Compensation Act and also maintain employers liability coverage with limits of not less than $1,000,000.

*Additional Insured:
The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

L. Use of Agreement by Third Parties
It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement may be extended to the entities indicated above to purchase at fees in accordance with the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer their use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.
Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

M. Favored Nations
The Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

N. The University's Authorized Representatives
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Selected Firm by the University's Director of Procurement Services.

O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site:


P. Small, Women-owned and Minority-owned (SWAM) Business Reporting
The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

Nancy Noblette
Administrative Assistant to the Director of Procurement Services
E-mail: nnn9g@virginia.edu

The quarterly SWAM business reports will contain this information:
• SWAM firm’s name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
• Contact person at the SWAM firm who has knowledge of the specified information.
• Type of goods and/or services provided over the specified period of time.
• Total amount paid to the SWAM firm as it relates to the University’s account.

The Selected Firm’s failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 4.M. of the “Purchasing Manual for Institutions of Higher Education and their Vendors.”

Q. Payment Terms
The Selected Firm may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: “5% 15/Net 30” would correspond to a 5% discount if paid in 15 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in Accounts Payable, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 30 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.
Attachment 3

Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

A. The Selected Firm must provide the written claim to:
   
   Assistant Director of Procurement Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia  22904-4202

B. Although the Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Assistant Director of Procurement Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm mutually agree.
D. The Assistant Director of Procurement Services will mail his or her decision to the 
Selected Firm within 60 days after receipt of the claim. The decision will state the reason 
for granting or denying the claim.

E. The Selected Firm may appeal the decision to:

    Director of Procurement Services
    University of Virginia
    Carruthers Hall
    1001 North Emmet Street
    P.O. Box 400202
    Charlottesville, Virginia  22904-4202

by providing a written statement explaining the basis of the appeal within 15 days after 
the Selected Firm's receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement Services will review the 
written materials relating to the claim and decide whether to discuss the merits of the 
claim with the Selected Firm. If such discussion is to be held, the Director of 
Procurement Services will contact the Selected Firm and arrange such discussion. The 
manner of conducting such discussion will be as the Director of Procurement Services 
and the Selected Firm mutually agree.

G. The Director of Procurement Services will mail his or her decision to the Selected Firm 
within 60 days after the Director of Procurement Services receipt of the appeal. The 
decision will state the reasons for granting or denying the appeal.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women-and minority-owned (SWAM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have been less effective in securing long-term business relationships with minority-and women-owned businesses. We are determined to improve our record.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Leonard W. Sandridge
Executive Vice President and Chief Operating Officer
LWS:dr

Madison Hall · Post Office Box 400228 · Charlottesville, Virginia 22904-4228
Attachment 5
Contractor Requirements for Lead-Based Paint (LBP) Repainting
Dated April 23, 2001

A. Submittals
The Selected Firm(s) will submit all items in the enclosed “Lead-Based Paint Repaint Contractor Submittals Review” form to the Contract Manager for review by the University’s Office of Environmental Health and Safety. No work will begin until all items are completed and approved by that office.

B. Regulatory Compliance
The Selected Firm(s) will comply with all applicable federal, state and local regulations with respect to the removal of lead-based paint, or LBP laden building materials. These regulations include, but are not limited to:

29CFR 1926.62  Lead
29CFR 1910.1025  Lead
29CFR 1910.134  Respiratory Protection
29CFR 1910.1200  Hazard Communication
40CFR Parts 260-270  Hazardous Waste

C. Work Site Preparation Requirements
Prior to beginning any LBP repainting, the Selected Firm(s) will post at the site all items specified on the enclosed “Lead-Based Paint Repaint Project Pre-Removal Checklist”. The Selected Firm will have a licensed LBP Supervisor within 15 minutes travel time of the work site at all times. The Selected Firm(s) will also prepare the work site for the repainting by satisfactorily completing all items specified on the same checklist. Repainting will not begin until all items are completed and approved by the University’s Project Monitor.
D. **Work Practices**

The Selected Firm(s) will be prohibited from dry sanding or heat stripping unless it can be proven through proper personal and environmental air testing that such methods do not create an occupational or environmental over exposure. The Selected Firm(s) will be allowed to use wet scraping and chemical methods of stripping LBP when such methods are used with precautions necessary to protect human health and the environment. It will be the Selected Firm(s) responsibility to clean up any environmental contamination resulting from their work on a project, as well as all visible paint chip debris generated previous to the Selected Firm(s) work on this project. The University reserves the right to perform soil testing prior to and after LBP repainting if necessary to document the need for further cleaning of LBP debris by the Selected Firm(s). The University also reserves the right to perform settled dust testing at the completion of any interior LBP repainting work. All such testing will be in accordance with current HUD guidelines. The Selected Firm(s) will be responsible for re-cleaning, at no additional cost to the University, any areas which do not pass settled dust clearance testing.

The Selected Firm(s) will follow all requirements set forth in applicable OSHA Lead Standards, as well as the EPA hazardous waste regulations during all LBP repainting. To verify compliance with these standards, the Project Monitor will complete the enclosed “Lead Based Paint Repaint Project Daily Inspection Checklist.” Provided all items on this checklist are checked off, the Selected Firm(s) may proceed with LBP repainting.

E. **Disposal of Lead-Based Paint Waste**

The Selected Firm(s) will collect all LBP scrapings in double sealed and properly labeled 6 mil polyethylene bags, with no more than 50 pounds of waste per bag. LBP waste which contains either sand (from sand blasting operations), or spent chemical solutions (from paint stripping operations) will be contained in separate waste bags from those containing the paint chips alone. All waste bags will be securely closed and stored on-site in an area protected from weather and the general public. The Selected Firm(s) will deliver all sealed and labeled bags of LBP scrapings to the Contract Administrator, who will then go with the Selected Firm(s) to the University’s disposal area. The Selected
Firm(s) employees will off load the LBP scrapings into the University’s LBP container. The Selected Firm(s) is responsible for properly packaging and disposing of all LBP-contaminated materials such as the sand (of blasting agents) used during the repainting process, polyethylene sheeting, disposable suits, gloves, respirator filters, etc., and will separate these waste from LBP paint chip waste turned over to the University.

F. Post-Repainting Inspection Requirements
To document satisfactory completion of LBP repainting within each work site, the Project Monitor will complete the enclosed “Lead-Based Paint Repaint Project Post-Removal Inspection Checklist.” All items on this list must be checked off prior to the Selected Firm(s) release from the applicable work site.
Lead-Based Paint Repainting Project - Pre-Repaint Checklist

Project: 

Work Site: 

Date: 

Contractor: 

On-Site Contact: 

Project Manager: 

I. Worksite Posting
   ☐ Contractor, Supervisor and worker training certificates posted
   ☐ Contingency plan posted
   ☐ Supervisor’s emergency contact information posted
   ☐ Warning signs (barricade tape, etc.) posted
   ☐ MSDS forms posted
   ☐ OSHA Standard posted
   ☐ Written respirator program posted
   ☐ Other: 

II. Work Site Preparation
   ☐ HVAC system disabled
   ☐ Critical barriers properly sealed
   ☐ Adequate or temporary power sources provided
   ☐ All movable objects decontaminated (if required and removed)
   ☐ All fixed objects pre-cleaned (if necessary) and properly enclosed
   ☐ Worksite pre-cleaned and properly enclosed to ensure containment of pair debris
   ☐ Worksite has proper lighting
   ☐ GFCI for all equipment inside enclosure
   ☐ Hygiene facility properly constructed and functioning
   ☐ Other: 

Comments: 


Project Monitor: 

WO#: 

40
## Lead-Based Paint Repainting - Project Daily Inspection Checklist

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<thead>
<tr>
<th>Project:</th>
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<tbody>
<tr>
<td>Date:</td>
<td>Contractor:</td>
</tr>
<tr>
<td>On-Site Contact:</td>
<td>Project Manager:</td>
</tr>
<tr>
<td>☐ Air monitoring results posted and acceptable</td>
<td></td>
</tr>
<tr>
<td>☐ Warning signs posted</td>
<td></td>
</tr>
<tr>
<td>☐ Worksite enclosure(s) maintained</td>
<td></td>
</tr>
<tr>
<td>☐ Hygiene facility functioning properly</td>
<td></td>
</tr>
<tr>
<td>☐ Respiratory protection properly used</td>
<td></td>
</tr>
<tr>
<td>☐ Protective clothing properly used</td>
<td></td>
</tr>
<tr>
<td>☐ Work practices/methods acceptable</td>
<td></td>
</tr>
<tr>
<td>☐ Work area well-kept</td>
<td></td>
</tr>
<tr>
<td>☐ Waste material bagged, properly labeled and stored</td>
<td></td>
</tr>
<tr>
<td>☐ Other:</td>
<td></td>
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</tbody>
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### Comments:

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<tr>
<th>Project Monitor:</th>
<th>WO#:</th>
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Lead-Based Paint Repainting Project - Post-Repainting Inspection Checklist

Project: _____________________________________________________________

Work Site: _________________________________________________________

Date: ________________________    Contractor: _______________________

On-Site Contact: ________________________    Project Manager: ___________

☐ Supervisor present during inspection

☐ All bulk lead paint removed per scope of specifications

☐ All interior surfaces free of visible paint chip debris

☐ All exterior grounds sufficiently cleaned of paint chip debris

☐ Hygiene facility wet-cleaned and/or HEPA-vacuumed

☐ All waste bags removed and stored properly

☐ All abatement tools and equipment properly cleaned and removed from work site

☐ Settled dust testing of interior surfaces passed (if applicable)

☐ Other: ___________________________________________________________

Comments: _________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

Project Monitor: ________________________    WO#: ______________________