Request for Proposal

Expansion Joint Repair and Plaza Deck Recoating
McLeod Hall

September 21, 2007

Issued by
Procurement Services
Charlottesville, Virginia
An optional Preproposal Conference will be held on **Tuesday, October 2, 2007 @ 11:00 AM** at the Health System Physical Plant Conference Room G032, Ground Floor, West Complex, 1400 Jefferson Park Avenue, Charlottesville, Virginia (map may be viewed at this web site: [http://www.virginia.edu/Map/](http://www.virginia.edu/Map/)). The purpose of the preproposal conference is to allow potential interested parties an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, interested parties who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you.

Any questions concerning this RFP must be sent to the buyer listed below no later than **3:00 pm, Tuesday, October 9, 2007** in order to guarantee a timely response prior to the proposal due date.

The Proposal Due Date is **3:00 pm, Tuesday, October 16, 2007**. Proposals may be sent by US Postal Service, Overnight Courier, or hand delivered to the addresses listed below. All firms will submit **five copies** of each proposal. The University reserves the right to reject proposals received after the stated due date and time.

Negotiations, if needed, are scheduled to start the week of October 15, 2007.

Expected Award Date: October 19, 2007

All inquiries for information should be directed to:
**Duane Frederick, VCO, Buyer Specialist**
Phone: (434) 243-5191 Fax: (434) 982-2564
e-mail: djf4b@virginia.edu

Proposals should be mailed or sent by overnight courier to one of the following:

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<thead>
<tr>
<th>Address to use for U.S. Postal Services:</th>
<th>Address for overnight courier:</th>
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<tr>
<td>University of Virginia</td>
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<td>Facilities Management</td>
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<td>Materials Division</td>
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<tr>
<td>ATTN: Duane Frederick</td>
<td>ATTN: Duane Frederick</td>
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<tr>
<td>P. O. Box 400726</td>
<td>575 Alderman Road</td>
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<tr>
<td>Charlottesville, VA 22904-4726</td>
<td>Charlottesville, VA 22903</td>
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A. GENERAL INFORMATION

This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. It is the firm’s responsibility to ensure that the entire RFP and related links, in its latest version, is reviewed prior to submittal of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. To receive a hard copy of the RFP or addenda, please contact Rebecca Sims, Contracts Administrator, at (434) 924-1346 or email pur-rfp@virginia.edu. 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/main/

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

B. SCOPE OF GOODS & SERVICES

The University and its Facilities Management Department seeks a qualified firm to provide for the installation of a deck coating system at McLeod Hall. It is the University's intent to issue a Purchase Order to the Selected Firm for those products (“Goods and Services”) necessary to help the University achieve this goal as outlined in this RFP. The following specifications provide the general requirement for the project. If any firm wishes to propose alternatives to the specifications provided, this must be stated in the Firm’s proposal.

General: This job consists of cutting out existing large expansion joints attached to the brick horizontal soldier course on the patio deck and installing new closed cell backer rod then re-caulked and re-coated. Also, any loose or cracked concrete is to be repaired.

Joints:
1. Remove existing caulking and backer rod from joints.
2. Clean and vacuum joint.
3. Install new closed cell backer rod per manufacture’s specifications.
4. Prime joint per manufacture’s specifications.
5. Apply new caulking per manufacture’s specifications.

Products to be used: Joints: Sonolastic SL 2 and complete system of recommended accessories, or equal. Color to be given by Project Manager for the University. The approximate quantity of caulking and joint repairs is 4,500 linear feet.

Deck:
1. Chip out any loose concrete and or cracks and repair with Thortex Floor Tech L.W., P.R. or equal.
2. Powerwash and clean existing Resistite coating.
3. Apply new Resistite coating per manufacture’s specifications.

Coating: Dex-O-Tex Resistite Protective Coating or equal. Color to be given by Project Manager for the University. Approximate area of deck to be coated is 21,200 sq. ft.

Job Site Rules and Conditions:
1. Egress at main entrances is to be maintained.
2. Only half of a staircase can be closed off at a time.
3. Parking will be available for delivery and pickup of tools and materials.
4. Parking for project will be given, however it may not be adjacent to the job. Every effort will be made to get parking for the project as close as possible.
5. No music systems allowed.
6. Workers must be appropriately dressed at all times with proper identification.
7. Work can be inspected by Project Manager at anytime.
8. Project Manager reserves the right to cut out a newly repaired section for inspection to ensure that manufacture’s specifications have been followed.
9. Weekend work is permitted by permission only from Project Manager.

***Quantities of length and sizes given, are approximate and should be verified by bidders in the field.

Items indicated in this RFP have been identified by a brand name, make or manufacturer’s description. This is intended only to indicate the quality, technical specifications and other characteristics of products that will be considered in responses offering brands other than the items listed. Responding firms should clearly and specifically indicate the substitute products being offered and provide a copy of all specifications, descriptive literature and catalog pictures, to enable the University of Virginia to properly evaluate the substitution.

C. BASIS OF SELECTION

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to provide the University with the products as described in the Scope of Good and Services section;
2. The firm’s experience in providing Goods and Services similar to those described in this RFP;
3. The firm’s cost proposal;
4. The firm’s references from clients;
5. The firm’s Small, Woman-owned and Minority-owned (SWAM) businesses status and/or the firm’s plan for utilization of SWAM businesses. For more information about SWAM and the University’s SWAM plan, please refer to the following site: http://www.procurement.virginia.edu/main/diversity/DiversityProcurement.html.
6. Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Bill Cooper, the University’s Director of Supplier Diversity, at 434) 924-7174 or SWAM@virginia.edu.
Overall value will be judged based upon the information provided in the Firm’s proposal in response to the applicable submission requirements of this solicitation. Selection will be made of the Firm deemed to be fully qualified and best suited among those submitting proposals. The University reserves the right to conduct negotiations with one or more firms. The University may also make an award without conducting negotiations. Therefore, Firms are strongly encouraged to submit a comprehensive proposal fully addressing all applicable submission requirements. Failure to do so may result in the elimination of the Firm’s proposal from consideration by the University. The University may cancel this solicitation or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

D. CONTENTS OF PROPOSAL

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content, and should be organized in the order in which the requirements are presented in the RFP. Firms should provide the following information:

1. Provide a brief history of the Firm and its experience, qualifications and success in providing the type of product requested.
2. Provide a detailed description and the full specifications of the product you are proposing. Each Firm should indicate in their proposal the Firm’s ability to achieve / comply with each specification. In the event that the Firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the Firm should detail their proposed change(s) and how the proposed change would compare to the listed specification. Proposals should be formatted in such a way to address each of the above specifications in a line-by-line process.
3. The estimated completion date of the project.
4. Provide information on the warranty associated with the product you are proposing and any extended warranty (include the cost) that might be available.
5. The Firm’s proposed fee for providing the Goods and Services, to include shipping charges (the University’s shipping terms are FOB Destination).
6. Include any additional discounts available for early payment of invoices. (The University’s normal payment terms are Net 30 after receipt of invoice or goods, whichever is later.)
7. Provide at least three references where similar goods and/or services have been provided. Include the name of the firm / organization, the complete mailing address, and the name of the contact person and their telephone number.
8. Specify whether your firm is a Small, Women-owned or a Minority-owned Business Enterprise (SWAM), or how it intends to utilize SWAM firms in regards to this particular procurement.
9. The Firm’s contact information to include:
   a. The Firm’s point of contact for this proposal, including phone number and email address.
   b. The Firm’s mailing address, phone number, and web address.
   c. The Firm’s Federal Taxpayer Number and DUNS number.
NOTE: 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.

E. TERMS AND CONDITIONS

This solicitation and any subsequent award is subject to:

- The Selected Firm registering as a vendor with the University of Virginia. [https://www.procurement.virginia.edu/forms/USVendorRegForm.html](https://www.procurement.virginia.edu/forms/USVendorRegForm.html)


- The University’s Mandatory Contractual Provisions, Attachment 1

- The University’s Preferred Contractual Provision, Attachment 2

- The University's Procedure for Resolution of Contractual Claims, Attachment 3
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
University of Virginia, Carruthers Hall
1001 North Emmet Street, P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 924-6154
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 that 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. **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 the Commonwealth of Virginia, Department of General Services. Additional information is available at [www.eva.state.va.us](http://www.eva.state.va.us).
J. 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.
Attachment 2
Preferred Contractual Provisions

B. **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.

C. **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.

D. **System Acceptance**
“System Acceptance” will encompass testing and observation of the fully functional and operational System. The University will determine if the System specifications have been met, shortly after installation and integration of the System. Warranty will begin as of the date of System Acceptance. In the event that the University does not accept the System, the University may elect to require the Selected Firm to provide a replacement System or terminate the Agreement.

E. **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.

F. **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.

G. **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 on Procurement Services web site at:
http://www.virginia.edu/procurement/about/PurchasingManual.html

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

I. **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.

Comprehensive 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 $3,000,000
aggregate, with coverage for the following coverage:

- Premises/Operations
- Products/Completed Operations
- Contractual
- Independent Contractors
- Personal Injury
- 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.

- Any Automobile
- Owned and Non-Owned Automobiles

Workers Compensation & Employers Liability:
The Selected Firm and any Subcontractor will maintain workers compensation insurance in
accordance with the Virginia Workers Compensation Act and also Employers Liability
coverage with limits of not less than $500,000.

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."

J. 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.

K. 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:
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.”
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

   Provide 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
PROVIDE THE FOLLOWING INFORMATION:

Full Legal Name (Company name as it appears with your Federal Taxpayer Number):

______________________________________________________

Address: ________________________________________________

Telephone No: _____________________________________________

FEI/FIN No.: _____________________ DUNS No: __________________

Email Address: ______________________

Projected Time Line (Anticipated Starting Date through completion Date)

Is your Firm certified with the Commonwealth of Virginia’s Department of Minority Business Enterprises (DMBE): [ ] Yes [ ] No

Minority-Owned Business: [ ] Yes [ ] No

Women-Owned Business: [ ] Yes [ ] No

Small-Owned Business: [ ] Yes [ ] No

Is your Firm registered as a vendor in the Commonwealth of Virginia’s e-procurement system (eVA)? [ ] Yes [ ] No