Request for Proposal

Scott Stadium Remediation of Expansion Joints

December 19, 2002

Issued by Diane Morse
Facilities Management Materials Division
Charlottesville, Virginia
Scott Stadium Remediation of Expansion Joints
Request for Proposal #DM121902
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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 package, in its latest version, is reviewed prior to submittal of a proposal. To receive a hard copy of the RFP or addenda, please contact Virginia Harrison, Contracts Coordinator, at (434) 982-5868 or email vbh2a@virginia.edu. For questions about the content of the RFP, contact the buyer listed in Section VI, Proposal Deadline.

The University of Virginia (the “University”) seeks a qualified firm to provide all labor, equipment, materials and supervision necessary to replace existing expansion joints that are failing at Scott Stadium. The expansion joints are located in the stadium seating area.

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, 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.

I. Background Information

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 nearly 20,000 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 usually heads the list, but among all American universities, public and private.

Over 9,700 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.

The University of Virginia (the “University”), a Virginia public corporation seeks an experienced qualified firm to provide all labor, equipment, materials and supervision necessary for Expansion Joint Remediation at the University of Virginia Scott Stadium. 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 or individual selected to provide services for the University is referred to as “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.

II. Scope of Services

It is the University's intent to enter into an Agreement with the Selected Firm for those Expansion Joint Remediation services necessary to help the University achieve its goals as outlined in this RFP. The Selected Firm will provide these Services:

A. All labor, equipment, materials and supervision necessary to provide expansion joint remediation at Scott Stadium. Work will consist of any and all aspects of expansion joint remediation needed to ensure that water does not infiltrate the spaces below the stadium seating.

B. The existing expansion joints do not alleviate water infiltration. The University is seeking a method of sealing the joints that will alleviate all water infiltration at the joints, whether by a gutter system / expansion joint combination or by an expansion joint that will withstand heavy foot traffic and structural expansion / contraction.

C. The University will identify the types and locations of expansion joints that require replacement at the preproposal conference, and the University seeks a unit rate for future replacements based on a linear foot cost.

D. The University seeks a minimum 2 year warranty on all expansion joint remediation.
E. The University requires that all remediation identified at the preprosal conference be completed no later than August 1, 2003. Future schedules will be determined and agreed upon between the University and the selected firm.

III. 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 provide the University with the Services as described in Section II, Scope of Services.
B. The firm’s experience in providing Services similar to those described in this RFP, and the experience of the individuals which the firm proposes to provide such Services.
C. The firm’s references from clients which are comparable to the University.
D. The firm’s financial proposal.
E. The contractual terms which would govern the relationship between the University and the Selected Firm.
F. Any other factors relevant to the firm’s capacity and willingness to satisfy the University.

IV. Contents of Proposal

Firms should provide this information:
A. Services
   1. State the firm’s ability to provide the Services as described in Section II, Scope of Services. Provide a brief history of the firm and its experience, qualifications and success in providing these Services.
   2. Describe the experience of the individual(s) who would be responsible for providing the Services to the University.
   3. Describe in detail how the firm plans to provide the Services detailed in Section II, Scope of Services.
   4. State the firm’s references comparable to the University, including the name and telephone number of a contact person the University may call.

B. Financial Proposal
   1. Describe the firm’s proposed fee for providing the Services, and include all applicable hourly or daily rates.
   2. The proposed fee must include all travel and related expenses.
   3. Firms will provide a unit rate for current and future replacements based on the linear foot cost.
C. Contractual Arrangements
1. State the firm’s acceptance of Attachment 1, Mandatory Contractual Provisions;
2. State the firm’s acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions; and
3. Provide any contract the firm will request that the University sign.

D. 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. Small, Women-owned and Minority (SWAM) Status
Specify whether the firm is a SWAM firm. The Commonwealth of Virginia’s definition of a SWAM firm is

- **Small Business** means a corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit, which is independently owned and operated, and has fewer than 100 employees or less than $1,000,000 in annual gross receipts.
- **Women-owned business** means a business concern that is at least 51 percent owned by a non-ethnic woman or women (a minority woman is considered as a minority) who are U.S. citizens and who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management of the business. “Ownership” in this context includes stock ownership.
- **Minority-owned business** means any business concern that is at least 51 percent owned by a minority individual or individuals (who are U.S. citizens) who also control and operate it. “Control,” “Operate,” and “Ownership” have the same meanings mentioned above. "Minority" includes African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans, and other minorities. "Native Americans" include American Indians, Eskimos, Aleuts and Native
Hawaiians. "Asian-Pacific Americans" include U.S. citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Northern Marina Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia. "Subcontinent-Asian Americans" include U.S. Citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

V. Preproposal Conference

A mandatory pre-proposal conference for firms receiving this RFP will be held on January 7, 2003 at 10:00 a.m., EST in Facilities Management’s Materials Division Conference Room, 575 Alderman Road, Charlottesville, Virginia. A map is enclosed for your convenience. Due to the importance of all firms having a clear understanding of the scope of work and requirements of this RFP, attendance at this conference will be a pre-requisite for submitting a proposal. Proposals will only be accepted from those firms who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative’s signature on the attendance roster. Firms are limited to two representatives to attend the conference. Any changes to this RFP resulting from the conference will be issued in a written addendum to the firms.

Firms planning to attend the Preproposal Conference should notify Virginia Harrison, (434) 982-5868 or via email (vbh2a@virginia.edu) no later than 2:00 p.m. on Thursday, January 2, 2003 of the names and titles of the individuals who will attend.

VI. Proposal Deadline

All proposals must be received at the issuing office: University of Virginia, Facilities Management, Materials Division, 575 Alderman Road, Charlottesville, Virginia 22903 by 2:00 P.M. Tuesday, January 28, 2003. Five copies of each proposal must be provided.

Any questions concerning this RFP will be directed to (buyers name) as listed below and not to any other person at the University. The University will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

Diane Morse, Buyer Specialist
Telephone: (434) 982-5076
Fax: (434) 982-5077
TDD: (434) 982-HEAR
Email: dm5h@virginia.edu
VII. Procurement Schedule

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

Issue Date of RFP: December 19, 2002
Preproposal Conference: January 7, 2003
Deadline for Receipt of Proposals: January 28, 2003
Negotiations: February 24, 2003
Contract Award: March 31, 2003
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 does not entail any violation of the Virginia State
and Local Government Conflict of Interests Act.

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
All notices will be given in writing and deemed given when delivered to, or
deposited in the U.S. Postal Service mail, certified mail return receipt requested,
and addressed to the other party as shown below.

If to the University:
Eric N. Denby, C. P. M.
Director of Procurement Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P. O. Box 400202
Charlottesville, Virginia 22904-4202

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
The 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. Worker's Compensation and Employers Liability
The Selected Firm will comply with all federal or state laws and regulations pertaining to Worker's 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 and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991, 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.
Attachment 2
Preferred Contractual Provisions

A. Services
During the term of this Agreement, the Selected Firm will provide for the University the Services offered to the University by the firm in its proposal and/or any addenda to its proposal and as specified by the University when it selected the firm.

B. Term of the Agreement
The term of this Agreement will be for two years, with an option for renewal by the University, if agreeable to the Selected Firm on the same terms and conditions, for three additional one-year terms. The maximum percentage of increase/decrease for the renewal years will not exceed ____%. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal option 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 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 30 calendar days unless otherwise agreed to by both parties, the University reserves the right to terminate the Agreement by giving 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 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.

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 which the Selected Firm must maintain under any Agreement resulting from this RFP. Each Firm will propose insurance which meets or exceeds the needs of the University. No Agreement will be executed by the University until the Firm satisfies the insurance requirements of the University. The Selected Firm will 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 maintain a minimum combined single Limit of Liability for bodily injury and property damage of $500,000 per occurrence, with coverage for premises and operations.

L. Use of Agreement by Third Parties
If agreeable with the Selected Firm, these organizations may have access to any Agreement resulting from this RFP: 1) Any University related foundation, and 2) Any institution of higher education which is a member of the Virginia Association of State College and University Purchasing Professionals (VASCUPP). The current list of VASCUPP members is: College of William and
Mary, George Mason University, James Madison University, Old Dominion University, Radford University, University of Virginia, Virginia Commonwealth University, Virginia Military Institute, and Virginia Polytechnic Institute and State University, and 3) City of Charlottesville and County of Albemarle. Potentially, other member schools of the Atlantic Coast Conference (ACC) may also have access to any Agreement resulting from this RFP if such access is confirmed by the University. The other ACC member schools who may potentially participate are: Clemson University; Duke University; Emory University, Florida State University; Georgia Institute of Technology, North Carolina State University; University of North Carolina; University of Maryland; Wake Forest University, and Wake Forest University Health Sciences. The Selected Firm will respond promptly to a request from any of these organizations for access to the Agreement, but is NOT required to enter into an equivalent agreement with the organization. A Firm's willingness to provide this access to these organizations will not be a consideration in awarding this RFP. Although the organizations may have access to the Agreement, their entry into any equivalent agreement with the Selected Firm is strictly optional.

If an organization chooses to enter into an equivalent agreement, it will so notify the Selected Firm in writing, and will proceed to execute such an agreement. The University will have no responsibility whatsoever for payment of invoices rendered to the organization, resolution of problems, or administration of contractual claims. The Selected Firm, at the request of the University, will provide usage reports for all VASCUPP members accessing the Agreement. The University anticipates requiring such reports quarterly. The University's sole intent is to provide other organizations with access to the University's Agreements and to provide Selected Firms with opportunities to do business with other organizations. It is understood and agreed that the University is not responsible for the acts or omissions of any VASCUPP member, and will not be considered in default of the Agreement no matter the circumstances.

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. Payment Terms
Invoices submitted to the University for Services will be paid Net 30 days after receipt and University approval of invoice.
O. Cancellation of Contract
The University reserves the right to cancel this Agreement, in part or in whole, without penalty, upon 30 days written notice to the Selected Firm. Any Agreement cancellation notice will not relieve the Selected Firm of the obligation to deliver and/or perform on all outstanding issues prior to the effective date of cancellation.

P. Small, Women-owned and Minority (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 15th 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:

Contracts Administrator
University of Virginia
Procurement Services
Carruthers Hall, PO Box 400202
1001 North Emmet Street
Charlottesville, Virginia 22904-4202

The quarterly SWAM business reports will contain this information:
• SWAM firms name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
• Contact person at the SWAM firm who would have 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.

Q. eVA Business To Government Vendor Registration
The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us) is the Commonwealth of Virginia’s electronic procurement system. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.
Attachment 3

Procedure for Resolution of Contractual Claims

Section 2.2-4363 of the Virginia Public Procurement Act 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 will have been 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.