



NEWPORT NEWS PUBLIC SCHOOLS PURCHASING DEPARTMENT

12465 Warwick Boulevard
Newport News, VA 23606

Telephone: (757) 591-4523
Fax: (757) 591-4593

NOTICE OF AWARD

Contract No. 024-0-2016/BH

July 26, 2016

Name: Atlantic Environmental Construction Co.
Address: 3924 Professional Place, Chesapeake, VA 23320
Your Bid Received: June 21, 2016
In Response To: RFP-024-0-2016/BH
To Furnish: Hazardous Materials Abatement Services

Your offer is hereby accepted, subject to all conditions and requirements of the solicitation, and resulting addendums, purchase specifications and warranties.

RECORDS OF THIS SOLICITATION ARE NOW AVAILABLE FOR PUBLIC INSPECTION.

Bill Huskey, VCO, Buyer



REQUEST FOR PROPOSALS

Newport News Public Schools

ISSUING OFFICE:

PURCHASING DEPARTMENT
12465 WARWICK BOULEVARD
NEWPORT NEWS, VA 23606-3041
TELEPHONE: (757) 591-4525
FAX: (757) 591-4634

DATE: June 2, 2016

Attention of Offeror is Directed To Section
2.2-4367 to 2.2-4377 Code of Virginia
(Ethics In Public Contracting)

RFP ITEM NO. 024-0-2016BH
PROCUREMENT OFFICER Bill Huskey, VCO
CLOSING DATE June 21, 2016
CLOSING TIME 2:00 PM
<u>PRE-PROPOSAL</u> <u>CONFERENCE</u> N/A

SEALED PROPOSALS will be received in the Issuing Office above until Closing Date and Closing Time as specified in this solicitation including any addenda issued by this office. Newport News Public Schools is not responsible for late delivery by U.S. Postal mail or other couriers. All inquiries for information regarding this Request for Proposal are to be directed to the Issuing Office as defined herein.

COMMODITY: Hazardous Material Abatement Services NIGP CODE: 91000

**PLEASE FILL IN OFFEROR'S NAME & ADDRESS
IN THE SPACES PROVIDED BELOW:**

THIS IS NOT AN ORDER

THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS, HEREAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITIES IN THE COMPETITIVE NEGOTIATIONS PROCESS. FURTHER, NNPS RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE ENTIRE CONTENTS OF THE REQUEST FOR PROPOSALS, ANY ADDENDA, OFFEROR'S PROPOSAL AND NEGOTIATED CHANGES SHALL BE INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT.

NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

DESCRIPTION OF GOODS/SERVICES

Hazardous Material Abatement Services

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1___ #2___ #3___ #4___ (Please Initial)

IN COMPLIANCE WITH THIS SOLICITATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent:

_____	_____	_____	_____
	Signature		Type or Print Name
_____	_____	_____	_____
Email Address	Telephone Number	Fax Number	Company FEI/FIN#

ENCLOSURES

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, NNPS HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL OFFEROR'S EMPLOYEES; (II) 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 SUCCESSFUL OFFEROR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) 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 SUSUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES AS FOLLOWS:
 - a. THE OFFEROR, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE SUCCESSFUL OFFEROR. THE SUCCESSFUL OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - b. THE SUCCESSFUL OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR, SHALL STATE THAT SUCH SUCCESSFUL OFFEROR IS AN EQUAL OPPORTUNITY EMPLOYER.
 - c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
2. THE SUCCESSFUL OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of OFFEROR: _____ Date: _____ Authorized Signature _____
 Printed Name: _____ Title: _____
 Phone Number: _____ Fax Number: _____
 Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

Is Offeror a "minority" business? Yes No If yes, please indicate the "minority" classification:
 African American Hispanic American American Indian Eskimo Asian American Aleut Other; Please Explain:
 Is Offeror Woman Owned? Yes No
 Is Offeror a Small Business? Yes No
 Is Offeror a Faith-Based Organization? Yes

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I. PURPOSE

The purpose of this RFP is to solicit sealed proposals from qualified offerors to provide Hazardous Material Abatement Services to the NNPS School Division.

II. BACKGROUND

Based on the Commonwealth of Virginia Department of Education's (DOE) 2015-2016 Fall Membership Report, NNPS is the ninth largest school division in the Commonwealth with approximately 29,157 students. NNPS is an urban school system educating children in 4 early childhood centers, 24 elementary schools, 10 middle schools, and 6 high schools. NNPS also provides programs for at-risk students in addition to special education programs. A listing of NNPS and its locations may be accessed via NNPS' official web site at <http://sbo.nn.k12.va.us/schools>. NNPS employees approximately 5000 employees in a variety of educational, managerial, professional, technical, clerical, service and maintenance positions.

III. STATEMENT OF NEEDS

A. Asbestos Removal Services:

Furnish all labor, materials, tools, equipment, supplies and all incidentals required and or implied, unless otherwise stated herein, for the complete and satisfactory performance of asbestos removal services in accordance with Attachment A, Asbestos Abatement Requirements.

B. Lead Removal Services:

Furnish all labor materials, tools, equipment, supplies and incidentals required and/or implied unless, otherwise stated herein, for the complete and satisfactory performance of lead removal services in accordance with Attachment B, Lead Abatement Requirements.

C. Contractor Code Compliance:

All services provided by the Contractor shall be in complete compliance with all applicable Occupational Safety and Health Administration (OSHA), National Emission Standards for Hazardous Air Pollutants (NESHAPS), Environmental Protection Agency (EPA), Federal laws, State laws, Local laws, regulations and codes. In instances where written NNPS mandated standards and practices exceed the law, regulation or code requirement, the NNPS standard(s) shall take precedence.

Specific Requirements

1. Contractor Personnel:

1. Contractor personnel shall have experienced and licensed Supervisors with a minimum of three (3) years' experience on site at all times when abatement activities are being conducted. Contractor must have experienced abatement technicians having a minimum of three (3) years' experience, properly trained and licensed to perform required abatement services included in this solicitation. Contractor must have a thorough knowledge of the standard practices, materials, codes and processes of abatement activities, and the ability to efficiently use the tools, equipment and materials of the hazardous materials abatement trade.

2. Contractor personnel shall provide and update as needed a list of all personnel performing work under this contract with written evidence of the personnel's qualifications submitted to NNPS in advance of commencement of services.

2. Service Requirements:

1. Estimates for work:

- a. Upon request by NNPS, and for work with adequate plans and specifications or written directions, the Contractor shall prepare and submit to NNPS a written estimate (quantity of each contract billable unit) required to perform the work specified under this contract. This work may then be performed only with NNPS' written authorization. Invoices submitted by the Contractor for work performed shall be itemized by each billable contract unit and the total dollar amount of the invoice(s) submitted shall not exceed the Contractor's written estimate.
 2. Successful Contractor shall furnish to Owner a payment bond and a performance bond each equal to one hundred percent (100%) of the Contract price and each payable to Newport News Public Schools before any agreement is approved and issued if the Project assigned to the Successful offeror is \$100,000.00 or more. The performance bond shall be conditioned upon the faithful performance of the Contract in strict conformity with the terms and conditions of the Contract, and the payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work.
 3. NNPS may at its discretion require bonding on projects less than \$100,000. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the project has been performed in whole or in part, until the bonds have been delivered to and approved by the NNPS Purchasing Department. The Standard Performance Bond and the Labor and Materials Payment Bond shall remain in effect for the duration of the project.
 4. Response time: It is desired that the Contractor start most non-friable removal projects (small to moderate size jobs) within seventy-two (72) hours of notification by NNPS. For friable removal projects the contractor shall start within 21 calendar days in accordance with the Virginia Department of Labor and Industry notification requirements. Rapid response to emergency calls is of the utmost importance. The Contractor shall have qualified service personnel on the job at the site within four (4) hours from the time the call for emergency service is received by the Contractor. This service shall be available twenty four (24) hours a day, three hundred sixty five (365) days a year. A work schedule shall be agreed to by NNPS and the Contractor, and shall be adhered to. Barring uncontrollable circumstances, the work shall continue uninterrupted from the start dated until the project is completed.
 5. NNPS reserves the right to reject the Contractor's services for providing any personnel deemed by NNPS to be unqualified, disorderly or otherwise unable to perform the assigned work.
3. Equipment Requirements:
1. The Contractor shall provide all necessary equipment required to perform asbestos/lead removal services to include, but not be limited to, showers, hand tools, radios, water sprayers, respirators, air handling equipment, clean-up equipment, warning labels and signs.
 2. NNPS shall provide electrical power and cold water required by the Contractor during performance under this contract. The Contractor shall provide temporary hook-ups, to include all wiring and plumbing.
4. Other Standard Requirements:
1. Parking Policy: Contractor shall be responsible for any damage to turf, drainage structure, buildings or equipment due to driving or parking in non-designated parking spaces.
 2. Sidewalk Policy: Contractors shall not park on the sidewalks.
 3. Barricades: Contractor shall erect barricades to protect paving from traffic until mixture has cooled enough not to become marked. Barricades shall not be removed from site until approval from NNPS.
 4. Traffic Control: The Contractor shall coordinate with NNPS where roadways must be blocked or where vehicular traffic must be restricted during the performance of the services included herein. Except for emergencies, the Contractor shall not block or otherwise restrict vehicular traffic without the prior approval of NNPS.

5. Uniforms: All employees of the Contractor and Subcontractor shall wear uniforms or other appropriate NNPS approved attire at all times to designate their affiliation with the Contractor.
6. Work Schedule: Regularly scheduled hourly rate work shall normally be performed according to NNPS' work schedule between 6:30 a.m. and 5:30 p.m. The work schedule may be adjusted as agreed upon by NNPS and the Contractor. The work schedule for unit price work shall be as agreed upon for each project by NNPS and the Contractor.
7. Time Paid: Hourly rate for personnel and equipment (used during project use) shall start upon arrival and sign-in at NNPS location and end upon sign-out and shall not include travel time, lunch breaks, or other breaks. Time shall be rounded to the nearest ¼ hour.
8. Overtime Rates: Shall be paid for time worked 5:31 p.m. to 6:29 a.m., except when the work schedule has been changed in agreement with NNPS and the Contractor. Overtime rate shall be 1.5 times the regular rate as bid for hourly rate personnel only. Overtime rates shall not apply to equipment.
9. Safety Precautions: The Contractor shall comply with the rules and regulations of OSHA and the Department of Labor. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance or operation. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workers and the public and shall post danger warnings against any hazards created by the construction operations. The Contractor shall designate a responsible member of his organization on the work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with the Owner in writing with copy to NNPS, this person shall be the Superintendent of the Contractor. The Contractor shall comply with NNPS' Safety Requirements for Contractors and Subcontractors which is incorporated by reference. Copies of this program are available from the Owner upon request.
10. Asbestos: The Contractor is contracted by NNPS to perform work in buildings where asbestos containing materials (ACM) may be located. The Contractor will be informed by NNPS' Supervisor of Environmental Health & Safety of the location of suspect and known ACM in the work area(s) to which the Contractor is assigned. The Contractor shall, under no circumstances, damage or disturb suspect or known ACM's unless the Contractor has been specifically retained to perform this work as a part of the contract and the Contractor holds a valid Virginia Asbestos Contractor License. The Contractor shall provide his/her employees with asbestos awareness and other training or activities required by 29 CFR 1926.1101 for the safe performance of their work. Prior to commencement of work, the Contractor shall submit to NNPS for review and approval, his written work practices, precautions, procedures, and engineering controls to be used during work that may disturb ACM. Work shall not proceed until the proposed work practices have been approved by NNPS. The review documents shall be submitted to the Environmental, Health and Safety Supervisor, who will review and approve the Contractor's submittal. No asbestos containing materials, including floor materials or flooring adhesives, roofing materials or roofs mastics, are permitted for new installations.
11. Lead: The Contractor is contracted by NNPS to perform in buildings where lead-containing materials such as lead-based paint may be located. Work performed under this contract may impact those lead materials (for example, during building renovations), but does not include lead abatement or de-leading operations. The Contractor will be informed by NNPS' Environmental Health & Safety Supervisor of the location of suspect and known lead containing materials in the work area(s) to which the Contractor is assigned. The Contractor shall provide all employees on site with training and equipment required by 29 CFR 1926.62 for the safe performance of the work. The Contractor may not perform de-leading or lead abatement unless the Contractor holds a valid Virginia Lead Contractor License and has been specifically retained to perform this work as a part of the contract. Prior to commencement of this work the Contractor shall submit to NNPS, for review and approval, all his written work practices, precautions, procedures, and engineering controls to be used during work that may disturb Lead Containing Materials. Work shall not proceed until the proposed work

- practices have been approved by NNPS. The review documents shall be submitted to the NNPS Environmental Health & Safety Supervisor, who will review and approve the Contractor's submittal. No lead containing products shall be permitted for new installations.
12. Schedule of Tests: The Contractor should schedule tests which may cause disruption of activities on campus with the NNPS Plant Services and Environmental Health & Safety Supervisor. Tests which are not expected to cause disruption of campus activities may be performed during normal work hours. The Contractor shall coordinate all tests with the Plant Services Environmental Health & Safety Supervisor.
 13. Check-in and our Procedures: During NNPS' normal working hours, the Contractor personnel shall check in and out with a building contact person.
 14. Duty to Protect Property: The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work. The Contractor shall make good any such damage, injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by the Owner.
 15. Disposal of Debris: The Contractor shall transport all waste off NNPS property and dispose of it in a manner that complies with Federal, State, and local requirements unless otherwise indicated by NNPS.
 16. Fire Protection and Prevention: The Contractor shall perform work in a fire-safe manner. Contractor shall supply and maintain adequate firefighting equipment capable of extinguishing fires in the early stages.
 17. Temporary Utilities: NNPS will provide temporary water and electric service to the job site for each project. The Contractor shall provide and install all equipment such as hoses, extension cords, connections, etc., necessary to provide temporary hook-ups to the utilities.
 18. Existing Utilities: Verify with Owner's Representative that the location of existing underground utilities in the area of work has been performed. If utilities are to remain in place, the Contractor shall provide adequate means of protection during earthwork operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult NNPS Plant Services immediately for directions. The Contractor shall cooperate with NNPS and utility companies in keeping respectable services and facilities in operation. The Contractor shall be responsible to contact Miss Utilities.
 19. Permits: The Contractor shall secure all the necessary permits for their work in the City of Newport News, Virginia and comply with all applicable City, State and Federal laws, ordinances, policies, procedures, etc.
 20. Key Control:
 - a. No person shall knowingly possess an unauthorized key to property owned by NNPS.
 - b. All keys remain the property of NNPS. Keys which are no longer needed must be returned to NNPS Plant Services.
 - c. Stolen or lost keys must be reported immediately to NNPS Plant Services.
 - d. The installation, changing or removal of locks shall be performed only by persons authorized by NNPS Plant Services.
 - e. Unauthorized locks are prohibited on doors and if found will be removed and discarded. Any damage or repairs necessitated by the removal of unauthorized locks will be the responsibility of the Contractor found in violation of this section.
 - f. Keys should at no time be left unattended (hanging in a door lock, lying on a desk, etc.).
 - g. Each Contractor will be responsible for developing and enforcing a key return policy. All Contractors must surrender all NNPS keys issued to them upon termination or completion of project.
 - h. Keys are not to be transferred from their assigned carrier to another without prior approval from NNPS.
 - i. The Contractor shall be responsible for the total cost of keys requested and for work done to re-secure an area whenever a key is lost or stolen.

- j. The Contractor shall return any existing hardware removed from a project to NNPS Plant Services.
 - k. No area outside of the project scope will be accessed by the Contractor for an individual without the approval of the Owner's Representative designated as responsible for the area. Said designate will be responsible for verifying the authority and identity of the individual requesting access.
21. Smoking Policy: NNPS has a strict no tobacco use policy.
22. Identification of Equipment: Identification of Equipment shall be made by the Contractor to NNPS' satisfaction immediately upon award of contract, and may include alphanumeric identification of equipment, lists, equipment labels, and other measures as deemed necessary by NNPS. All identification information and measures shall be kept strictly up to date at all times.
23. Submissions of Lists: As soon as possible, after notice of Work Order and in any event not later than three days prior to the time fixed in the Work Order, the Contractor will submit in writing to the Owner a list of the names of Subcontractors the Contractor shall employ on the work. The list is to include all emergency contact phone/pager/cell-phone numbers of Contractor and Subcontractor. The list of Subcontractors is for the purpose of establishing what trades and portions of the work are to be performed under the Work Order.
24. Purchasing Documentation:
- a. All orders picked up or delivered shall be accompanied by a receipt or packing slip indicating date of sale, work order number and items/quantities received. A separate receipt or packing slip must be provided for each work order number (to be supplied by NNPS). No back-orders shall be allowed, except as agreed to in advance by NNPS.
 - b. Invoices for items ordered and delivered shall be submitted by the Contractor directly to the payment address shown on the Contract or Purchase Order. Invoices shall be submitted on a bi-monthly basis during the week after receipt, and shall indicate the receipt or packing slip numbers, items and quantities received, date items were received, and verifiable pricing information including commodity, catalogue number, list price, discount, and discounted price. Invoices shall be identified by NNPS Purchase Order number. Invoices shall also show the NNPS remit-to address.
 - c. All buying shall be done by the approved personnel identified in advance by NNPS. NNPS shall not be responsible for any purchases made by unauthorized personnel. Contractor shall require a legible signature from all NNPS personnel on orders picked up or delivered.
 - d. Contractor shall indicate pricing and expected delivery date at time of order.
 - e. NNPS reserves the right to request supporting documentation on discounts, service charges, or other pricing provided by the Contractor at any time during the contract period.

IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

A. Definitions:

Issuing Office:

Wherever used in this Request for Proposal, Issuing Office will be:

Bill Huskey, Buyer, VCO

Newport News Public Schools Purchasing Department

12465 Warwick Boulevard

Newport News, VA 23606-3041

Phone: (757) 591-4525

Fax: (757) 591-4593

Email: bill.huskey@nn.k12.va.us

NNPS Contract Administrator:

Wherever used in this Request for Proposal and for purposes of any notices under this contract, the NNPS Contract Administrator will be:

Pennie Boyack, Environmental Health & Safety Supervisor

Newport News Public Schools

Electrician Supervisor, Plant Services

761 Hogan Drive

Newport News, VA 23601

Email: pennie.boyack@nn.k12.va.us

B. Contact with NNPS Staff, Representatives, and/or Agents:

Direct contact with NNPS staff, representatives, and/or agents other than Purchasing Department staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

C. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via www.eva.virginia.gov must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the eVA Planholders' list and will receive notification of any addenda to the RFP.

D. Pre-Proposal Conference:

N/A.

E. Questions:

Offerors must submit questions regarding the Request For Proposal in writing to the Issuing Office at bill.huskey@nn.k12.va.us no later than 11:00 AM EST, June 9, 2016. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the Proposal documents.

Offeror is responsible for checking the www.eva.virginia.gov web site or contacting the Issuing Office within 48 hours prior to Proposal closing to secure any addenda issued for this RFP.

F. Changes or Modifications:

Changes or modifications to this Request for Proposals made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this Request for Proposal. Oral communications are not a part of the Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

G. RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this Information for Proposal. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

H. Proposal Submittal Requirements:

1. Each Proposal submission shall be submitted to the Issuing Office and shall include the following documents:

- a. The cover page of this Request for Proposal, which will contain:
 - 1) Original signature of an agent authorized to bind the company;
 - 2) Requested contact information;
 - 3) Company FEI/TIN number; and,
 - 4) Acknowledgment of any addenda on page one (1);
 - b. Completed and signed anticollusion/nondiscrimination clauses on page 2;
 - c. Proposals are to be organized in the following tabs:
 - 1) Tab 1 – Summary, to include Offeror’s understanding of the Scope of Work
 - 2) Tab 2 – Experience
 - 3) Tab 3 – Capability and Skills
 - 4) Tab 4 – Services to Be Provided
 - 5) Tab 5 – Price
 - 6) Tab 6 – Exceptions and Alternatives
2. Offerors are encouraged to submit their Proposals on recycled paper and to use double-sided copying.
3. Proposals must be submitted utilizing the following requirements:
- a. Offerors shall submit proposals in a sealed envelope or package, and label the envelope or package with the Request for Proposal's item number and the name and address of the Offeror. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
 - b. Submit the original, five (5) copies and one (1) electronic copy (CD or USB drive) of the proposal.
 - 1) The CD must be a:
 - a) "standard" compact disk (CD) [using 780 nm wavelength laser diode light]; or a digital video disk or "digital versatile disc" (DVD) [using 650 nm wavelength laser diode light - Note: 'Blue-ray™ disks are not acceptable]. The media shall be capable of being read in a standard personal computer (PC) CD or DVD-drive. The media shall use a "standard" CD-file system format [ISO 9660], be virus-free, and may contain PC-files in any of the following formats:
 - b) Adobe(c) Personal-Document-Files (pdf), version 9.0, or greater
 - c) Microsoft(c) Word 'document' files (doc), version 12, or greater (Word 2007)
 - d) Microsoft(c) Excel 'spreadsheet' files (xls), version 12, or greater (Excel 2007)
 - e) Microsoft (c) PowerPoint 'presentation' files (ppt) , version 12, or greater (PowerPoint 2007)
 - f) American Standard Code for Information Interchange (ASCII) text (txt) (e.g. Microsoft(c) Notepad, any version).
 - g) Tagged Information Format (tif or TIFF) files

I. Evaluation of Proposals:

After the proposal opening, NNPS will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors’ responses to the information requested in this RFP.

The following weighted criteria will be used in the evaluation process:

Experience - 20%

Capability and Skills - 25%

Services to Be Provided – 25%

Price - 30 %

Exceptions/Alternatives will also be considered.

Based on the initial evaluation, NNPS may request the selected Offerors to make oral presentations.

Thereafter, NNPS will conduct negotiations with each of the selected short-listed Offerors. Individuals

representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.

After negotiations are completed, NNPS will select the Offeror who, in NNPS's opinion, has made the best proposal and shall award the contract to that Offeror (referred to in this RFP as the Successful Offeror). Should NNPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

NNPS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

J. Presentation/Demonstration:

If in NNPS's opinion, vendor presentations are warranted, NNPS will notify the appropriate vendors. Such presentation or demonstration will be at an NNPS site at a date and time mutually agreed to between NNPS and Offeror and will be at the Offeror's expense.

K. Preparation of Proposals:

In presenting their proposals, Offerors are encouraged to be thorough in addressing the Specific Requirements, the Preparation Guidelines, and the Proposal Submittal Requirements as outlined in this RFP.

To facilitate NNPS's evaluation of Offeror's proposal, Offeror is to number all pages of its proposal and provide tabs as indicated above. Offeror must fully address each of the following items and submit proposals using the following format:

Experience

Provide a concise description of all work experience as they relate to the scope of work outlined herein.

Description should include, but not be limited to:

- Offeror's established experience record in providing comparable services to organizations similar to NNPS.
- Number and types of customers the Offeror has served with comparable services.
- Number of years Offeror has been providing these types of services.
- A minimum of five (5) references for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to NNPS's. For each reference, detail:

- Name of firm
- Address of firm
- Name, title, address, email address, and phone and fax number of a contact for the firm
- Number of years Offeror has served the firm and
- Brief summary of scope of services provided.
- Information detailing project of similar scope Offeror is currently engaged in, including:
 - Name of firm
 - Address of firm
 - Name, title, address, email address and phone and fax number of contact for the firm
 - Brief summary of scope of services being provided.
 - Other available documentation to verify Offeror's experience.
- A statement detailing why the Offeror is the best candidate to provide the NNPS with the services requested in this RFP.

Capability and Skills

Describe the qualifications and skill of the organization to provide the services. Said description should provide, but not be limited to the following information:

- a. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
- b. Offeror's management structure of the firm –e.g. organization chart of the firm, project team, etc.
- c. Size and location of the office that will serve the NNPS.
- d. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.

e. Qualification and resumes of personnel providing services for the performance of the contract.
f. Name, title, address, email address, phone and fax number, and work hours of the Offeror's Contract representative for the following functions:

- Contact for prompt contract administration upon award of the contract
- Contract during the period of evaluation

Authorized agent to accept any notices provide for in this contract.

g. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.

h. A detailed history of all mergers or acquisitions.

i. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.

j. A detailed list of contractor licenses held, including license class and number.

k. Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company financial status and capability to perform under this contract. Include any financial ratings held by the firm.

l. If Offeror intends to subcontract any part of the work under this contract, indicate services to be subcontracted and subcontractor(s) to provide said services.

Services to Be Provided

Provide a detailed description of the services to be provided under this contract. Description is to address, at a minimum:

a. An introduction –An overview of Offeror's understanding of the scope of work and services to be provided.

b. Best practice approaches to providing services to the NNPS that enhance efficiency and effectiveness.

Innovative solutions will be considered by the NNPS.

c. EACH of the Specific Requirements set forth under the Scope of Work specified in the RFP.

d. A detail of any assistance, equipment or other items the Offeror will require the NNPS to furnish under this contract.

e. A statement explain why the Offeror's proposed solutions would be the most advantageous to the NNPS.

f. Describe the one attribute the places the Offeror ahead of the competitions.

Price

a. Complete and submit with the proposal the attached pricing sheet (Attachment A)

b. Offeror is to provide as an attachment to Appendix A any additional pricing information or alternative pricing structures offered.

c. Offeror's prices will be subject to negotiations.

d. After negotiations and award of this contract, Successful Offeror's pricing for the services provided under this contract shall be a firm fixed-price during the term of the contract and any extensions.

Exceptions/Alternatives

Detail any exceptions taken to the Scope of Work, and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror is not to incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

L. Cost of Responding:

This solicitation does not commit NNPS to pay any costs incurred by the Offeror or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is NNPS obligated to procure or contract for such services.

V. GENERAL TERMS AND CONDITIONS

M. Contract Document:

This RFP, its addenda, Successful Offeror's proposal, any additional information requested, and negotiated changes and will constitute the final contract hereafter referred to as this "contract". These documents will be

incorporated by reference into the NNPS purchase order awarding this contract. This contract shall be governed by the contract documents in the following order of precedence:

This RFP document;

Any negotiated changes to the foregoing documents; and

Offeror's proposal

N. Proposal Binding For One-hundred Twenty (120) Days:

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request For Proposals.

O. Proprietary Information/Non-Disclosure:

Offeror is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall:

1. Invoke the protections of this section prior to or upon submission of the data or other materials,
2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
3. Submit trade secrets or other proprietary information under separate cover in a sealed envelope clearly marked "**PROPRIETARY**".
4. Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes.
5. NNPS reserves the right to submit such information to the NNPS attorney for concurrence of the Offeror's claim that it is in fact proprietary.
6. References to the proprietary information may be made within the body of the Proposal; however, all information contained within the body of the Proposal shall be public information in accordance with State statutes.
7. Trade secrets or proprietary information submitted by an Offeror in conjunction with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA).
8. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.
9. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. A statement that Offeror's costs and/or Proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

P. Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the NNPS Purchasing Agent or his designee via issuance of a change order (purchase order).

Q. Offeror Obligation:

Offeror shall carefully examine the contents of this Request for Proposals and any subsequent addenda. Failure to do so shall not relieve the Successful Offeror of its obligation to fulfill the requirements of any contract awarded as a result of this RFP.

R. Conditions of Work:

Offeror shall inform itself fully of the conditions relating to services required herein. Failure to do so will not relieve a Successful Offeror of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract

S. Prime Contractor:

If in its performance of this contract, Successful Offeror supplies goods or services by or through another party or subcontractor, Successful Offeror agrees that:

1. Successful Offeror shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
2. Successful Offeror represents and warrants that Successful Offeror has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that NNPS is not liable to such third parties or subcontractors for any work performed under this contract.
3. The use of subcontractors and the work they perform must receive the prior written approval of NNPS. NNPS will designate a Contract Administrator to approve such work.
4. Successful Offeror shall be solely responsible for all work performed and materials provided by subcontractors.
5. Successful Offeror shall be responsible for the liability of subcontractors for the types and limits required of the Successful Offeror under this contract.

T. Subcontractors:

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least ten (10) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

U. Non-Assignment:

Successful Offeror shall not assign its rights and duties under this Agreement without the prior written consent of the NNPS Contract Administrator.

V. Antitrust:

Any perceived anti-trust violation will be reported to the State Attorney General for possible enforcement of anti-trust laws.

W. Anticollusion/Nondiscrimination Requirements Form:

The attached "Anticollusion/Nondiscrimination Requirements" form, on page 2 of this RFP, shall be executed by Offeror and is to be submitted with Offeror's Proposal. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this RFP. A contract will not be awarded to an Offeror who has not signed the anticollusion/nondiscrimination statement.

X. Hold Harmless/Indemnification:

It is understood and agreed that Successful Offeror hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Offeror, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Successful Offeror agrees to indemnify and hold harmless NNPS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Offeror or those for whom Successful Offeror is legally liable. Upon written demand by NNPS, Successful Offeror shall assume and defend at Successful Offeror's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

Y. Notices:

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable

system for tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To NNPS: NNPS Contract Administrator as designated in this RFP.

To Successful Offeror: Successful Offeror's Contract Administrator as defined in Successful Offeror's Proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

Z. Non-Performance:

1. Delivery Delays: NNPS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.
2. Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Offeror under this contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.
3. Successful Offeror shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.
4. NNPS reserves the right to authorize immediate purchase from other sources against rejections.
5. Liability: Successful Offeror shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Offeror's failure to perform in accordance with the contract. Successful Offeror's liability shall include, but not be limited to:
 - a. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
 - b. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Offeror and/or rejections of Successful Offeror's goods and/or service deliverables.
 - c. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to non-responsive performance of Successful Offeror.

AA. Termination Without Cause:

NNPS may at any time, and for any reason, terminate this Contract by written notice to Successful Offeror specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Successful Offeror by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. In the event of such termination, Successful Offeror shall be paid such amount as shall compensate Successful Offeror for the work satisfactorily completed, and accepted by NNPS, at the time of termination. If the event NNPS terminates this Contract, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to NNPS any work completed or in process for which payment has been made.

BB. Termination With Cause/Breach:

In the event that Successful Offeror shall for any reason or through any cause be in default of the terms of this Contract, NNPS may give Successful Offeror written notice of such default by certified mail/return receipt requested, addressed to the Successful Offeror's Contract Administrator. Unless otherwise provided, Successful Offeror shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Successful Offeror to cure the default, NNPS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Successful Offeror shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to NNPS any work in process for which payment has been made. In the event of violations of law, safety or health standards and

regulations, this Contract may be immediately cancelled and terminated by NNPS and provisions herein with respect to opportunity to cure default shall not be applicable.

CC. Breach of Contract:

Successful Offeror shall be deemed in breach of this contract if the Successful Offeror:

Fails to comply with any terms of this contract;

Fails to cure such noncompliance within ten (10) calendar days from the date of the NNPS written notice or such other time frame, greater than ten (10) calendar days, specified by the NNPS Contract Administrator in the notice.

Fails to submit a written response to NNPS's notification of noncompliance within ten (10) calendar days after the date of the NNPS notice.

All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Successful Offeror shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Offeror and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

DD. Applicable Law:

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws.

Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

EE. Compliance With All Laws:

Successful Offeror shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Successful Offeror represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Offeror is a corporation, Successful Offeror further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Newport News business license, personal property, real estate and other applicable tax requirements shall be met by Successful Offeror.

FF. Venue:

Venue shall be in the Circuit Court of the City of Newport News, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by NNPS.

GG. Severability:

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

HH. Non-Appropriation of Funds:

It is understood and agreed between the parties herein that NNPS shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, NNPS shall immediately notify the Successful Offeror of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to NNPS of any kind whatsoever.

II. Tax Exemption:

NNPS is exempt from federal excise tax and from all State and local taxes. Successful Offeror shall not include such taxes in any invoices under this agreement. Upon request, NNPS will furnish the Successful Offeror with tax exemption certificates or the NNPS tax exempt number.

JJ. Vendor's Invoices:

Successful Offeror shall submit to NNPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed NNPS purchase order awarding this contract or any subsequent change orders issued by the NNPS Purchasing Division. All shipping costs are the Successful Offeror's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders. Successful Offeror's invoices shall provide at a minimum:

- Type and description of the Product or Service installed, delivered and accepted;
- Serial numbers, if any;
- Quantity delivered;
- Charge for each item;
- Extended total (unit costs x quantity);
- This RFP number and the NNPS Purchase Order Number.

KK. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with NNPS which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the NNPS Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

LL. Warranty/Guarantee:

Successful Offeror guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by NNPS. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Offeror or Successful Offeror's workmen are responsible, to the building or equipment, to Successful Offeror's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Offeror free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Successful Offeror shall make any such replacement immediately upon receiving notice from NNPS.

MM. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Successful Offeror's invoice must be completed and accepted by NNPS. NNPS agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied against Successful Offeror's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between NNPS and Successful Offeror regarding the quantity, quality, time of delivery, or other

noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Offeror shall be Net 45 days.

Special Educational or Promotional Discounts

Successful Offeror shall extend any special educational or promotional sale prices or discounts immediately to NNPS during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

NN. Prompt Payment:

NNPS will promptly pay for completed, delivered goods or services accepted under this Contract by the payment date established. The required payment date will be either: (i) the date on which payment is due under the terms of this Contract for the provision of the goods or services; or (ii) if a date is not established by this Contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later.

Within twenty (20) days after the receipt of the invoice or goods or services, NNPS shall notify the supplier of any defect or impropriety that would prevent payment by the payment date. Should NNPS fail to pay the Contractor by the pay date, finance charges may be assessed by the Contractor. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of one percent (1%) per month. This will not apply to late payment provisions in any public utility tariffs or public utility negotiated Contracts. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

In cases where payment to Contractor is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of this Contract.

Individual Contractors shall provide to NNPS their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

Within seven (7) days after Contractor receives payment from NNPS, Contractor shall take one or more of the following actions:

1. Pay all subcontractors for the proportionate share of the total payment received from NNPS attributable to the work performed by the subcontractors under this Contract;
2. Notify NNPS and all affected subcontractors, in writing, of Contractor's intention to withhold all or a part of each affected subcontractor's payment including the reason for nonpayment.
3. Pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after (7) seven days following receipt by the Contractor of payment from NNPS for work performed by the subcontractor under that Contract, except for amounts withheld, as allowed in #2 above.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of NNPS. A Contract modification will not be made for the purpose of providing reimbursement by NNPS for interest charges owed by Contractor. A cost reimbursement claim to NNPS shall not include any amounts for reimbursement of interest charges owed by Contractor.

OO. Payment by Electronic Funds Transfer (EFT)

- (a) Method of payment.

(1) All payments by Newport News Public Schools (NNPS) under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event NNPS is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide NNPS with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the NNPS Accounting Department (hereafter referred to as “Accounting”) *no later than 15 days prior to submission of the first request for payment*. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Accounting.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to Accounting.

(c) *Mechanisms for EFT payment.* NNPS may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association

(d) Suspension of payment.

(1) The NNPS is not required to make any payment under this contract until after receipt, by Accounting, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract.

(2) If the EFT information changes after submission of correct EFT information, NNPS shall begin using the changed EFT information no later than 30 days after its receipt by Accounting to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by Accounting. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor’s request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because NNPS used the Contractor’s EFT information incorrectly, NNPS remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor’s EFT information was incorrect, or was revised within 30 days of NNPS’ release of the EFT payment transaction, and—

- (i) If the funds are no longer under the control of Accounting, NNPS is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of Accounting, NNPS shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to Accounting, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to NNPS, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* NNPS is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* Accounting shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. NNPS may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods Accounting is capable of executing. However, NNPS does not guarantee that any particular format or method of delivery is available and retains the latitude to use the format and delivery method most convenient to NNPS. If NNPS makes payment by check in accordance with paragraph (a) of this clause, NNPS shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to Accounting. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

NNPS Accounting Department Designated Contact:

Accounting Department

NNPS Administration Building

12465 Warwick Blvd.

Newport News, Virginia 23606

Tel: (757)591-4513

Steven Kanehl, Accounting Supervisor

Steve.Kanehl@nn.k12.va.us

PP. Audits:

NNPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful Offeror, including, but not limited to those kept by Successful Offeror, its employees, agents, assigns, successors and subcontractors. Successful Offeror shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to NNPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Successful Offeror's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for NNPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

QQ. Notice of Award:

Any contract resulting from this RFP will be publicly posted for inspection in the NNPS Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia.

RR. Award:

NNPS intends to award a contract to a fully qualified Offeror submitting the best proposal based on the criteria set forth herein and as determined by NNPS in its sole discretion. At NNPS' sole discretion, NNPS may reject any or all proposals in whole or in part if such action is determined to be in NNPS' best interest. NNPS reserves the right to enter into any contract deemed to be in its best interest, including the award of this contract to more than one contractor.

SS. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the NNPS. One (1) copy of each proposal will be retained for official files, will become a matter of public record after award of the contract, and will be open to public inspection subject to the *Proprietary Information/Disclosure* section of this RFP.

TT. Exclusivity:

Any contract resulting from this RFP shall be exclusive with the following exceptions:

- NNPS reserves the right to procure goods/services under this contract from a third party in the event of the following:
- Contractor is unable to provide required services within the required delivery time.
- Contract is unable to provide the required services requested.
- NNPS volume demands exceed original intent of the contract.

VI. SPECIAL TERMS AND CONDITIONS

UU. Contract Term:

This contract term shall be for one (1) year, commencing on the date of award.

VV. Contract Extension:

This contract may be extended upon mutual agreement of both parties for seven (7) additional, one-year periods, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

WW. Time is of the Essence:

Time is of the essence in this Contract. Successful Offeror expressly acknowledges that in the performance of its obligations, NNPS is relying on timely performance and will schedule operations and incur obligations to

third parties in reliance upon timely performance by Successful Offeror and may sustain substantial losses by reason of untimely performance.

XX. Insurance:

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the Contract and no later than ten (10) days after award of the Contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the additional insured for the specified project as outlined in this IFB. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

Forms	Limits
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$5,000,000
Professional Liability	\$5,000,000

The establishment of minimum limits of insurance by NNPS does not reduce or limit the liability or responsibilities of the Successful Offeror.

YY. Performance and Payment Bonds

Successful Bidder shall furnish to Owner a payment bond and a performance bond each equal to one hundred percent (100%) of the Contract price and each payable to Newport News Public Schools before any agreement is approved and issued if the Project assigned to the Successful Bidder is \$100,000.00 or more. The performance bond shall be conditioned upon the faithful performance of the Contract in strict conformity with the terms and conditions of the Contract, and the payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work.

ZZ. Unauthorized Disclosure of Information:

Successful Offeror shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this contract. The Successful Offeror shall save harmless and indemnify NNPS and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Successful Offeror shall, upon written demand by NNPS, assume and defend, at the Successful Offeror's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Successful Offeror, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. NNPS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Successful Offeror shall save harmless and indemnify NNPS for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

AAA. CERTIFICATION REGARDING DEBARMENT

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

Name of Official

Title

Firm or Corporation

Date

BBB. Copyright/Patent Indemnity:

Successful Offeror shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Successful Offeror shall indemnify NNPS and hold NNPS harmless from any cost, expense, damage or loss incurred in any manner by NNPS on account of any such alleged or actual infringement.

ATTACHMENT A
RFP # 024-0-2016BH
ASBESTOS ABATEMENT REQUIREMENTS

1. DESCRIPTION OF WORK:

The work includes pre-cleaning, repair and/or removal and disposal of friable and non-friable asbestos containing or contaminated materials indicated and specified on a job-by-job basis and the incidental procedures and equipment required to protect workers and occupants of adjacent spaces from exposure to airborne asbestos fibers. The Contractor shall furnish all labor, materials, services, insurance and equipment required for the safe performance of the work. The work shall be performed in accordance with all applicable guidelines or regulations of responsible state agencies, the EPA, and OSHA. The work includes, but is not necessarily limited to the following:

- 1) Asbestos containing or contaminated material at NNPS will be determined on a job-by-job basis. The Contractor will be required to submit a price according to the rates established on the Bid Proposal Form. This price will be reviewed and approved by the NNPS Supervisor of Environmental Health and Safety prior to any removal activities commencing.
- 2) All footage, amounts and locations of Asbestos Containing Material identified for removal shall be site verified by the Contractor prior to submission of a cost for removal.
- 3) The work schedule shall be coordinated with the NNPS Supervisor of Environmental Health and Safety once approval to proceed has been given.
- 4) All preparation of the work area(s) and adjacent areas performed prior to beginning asbestos work in accordance with the requirements of this specification.
- 5) Providing a minimum of 2 hours advance notice to NNPS Supervisor of Environmental Health and Safety to arrange for a pre-abatement visual inspection of the work area.
- 6) Repair and/or removal and disposal of all asbestos material and waste material contaminated with asbestos and any other debris generated by this project.
- 7) Complete cleaning and decontamination of the work area(s) and contents thereof.
- 8) Providing a minimum of 2 hours advance notice to NNPS Supervisor of Environmental Health and Safety to arrange for a visual inspection prior to encapsulation of the work area.
- 9) Once the work area(s) have been encapsulated and the encapsulant has dried sufficiently, as determined by the NNPS Project Monitor, final clearance air samples will be taken by the NNPS Project Monitor. Once acceptable clearance air sample results have been received, disassemble the abatement enclosure and re-clean the work area as necessary to remove any residual contamination and to restore the work area surface components to a suitable condition.
- 10) Dispose of all asbestos and asbestos contaminated waste materials per the requirements of this specification.
- 11) Provide a copy of all required documentation to the Owner.

2. TERMINOLOGY:

- 1) Amended Water: Water containing a wetting agent of surfactant.
- 2) Asbestos Control Area: An area where asbestos repair and/or removal operations are performed which is isolated by physical boundaries to prevent the release of asbestos dust, fibers, or debris.
- 3) Authorized Visitor: The Owner's representative, or a representative of any regulatory or other agency having jurisdiction over the project.
- 4) Friable Asbestos Material: Material which contains 1% or more asbestos which is capable of being crumbled, pulverized, or reduced to powder by hand pressure or which under normal use or maintenance emits or can be expected to emit asbestos fibers into the air.
- 5) HEPA Filter Equipment: High-efficiency particulate air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters shall be 99.97 percent efficiency for retaining fibers of 0.3 microns or larger.
- 6) Negative Pressure: A local exhaust system capable of maintaining a minimum pressure differential of minus 0.02 inches of water column relative to adjacent unsealed areas.
- 7) Non-friable Asbestos Material: Material that contains 1% or more asbestos that is not friable and which will not release fibers during any appropriate use, handling, demolition, storage, transportation, processing or disposal.
- 8) Owner's Representative: Person designated in the contract as authorized individual (or his/her designee) to represent and mediate for NNPS in administration of the Contract.
- 9) Project Monitor: One or more individuals employed or contracted by the Owner to inspect the work and/or to act as a clerk of the works to the extent required by the Owner. The Owner shall notify the Contractor in writing of the appointment of such Project Monitor(s).
- 10) Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- 11) Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.

3. CONFORMANCE TO REGULATORY REQUIREMENTS:

- 1) In addition to detailed requirements of this specification, comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities regarding handling, storing, transporting and disposing of asbestos waste materials. Comply with the applicable requirements of the current issue of the following regulatory agencies:
 - a. 40 CFR Part 763, Subpart E – Asbestos Containing Materials in Schools
 - b. 40 CFR Part 763, Subpart E, Appendix D – Transport and Disposal of Asbestos Waste
 - c. Title 29, Code of Federal Regulations, Section 1926.1101 (OSHA) Occupational Safety and Health Administration, U.S. Department of Labor and the Virginia Occupational Safety and Health Standards for Construction.

- d. Title 40, Part 61, Subparts A and B. Regional National Emissions Standards for Hazardous Air Pollutants (EPA) U.S. Environmental Protection Agency.
 - 2) Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work. Where the requirements of this specification and referenced documents vary, the most stringent requirement shall apply.
 - 3) Written notification shall be made to:
 - a. Department of Labor and Industry
Main Street Centre
600 East Main Street, Suite 207
Richmond, VA 23219
Fax: 804-371-7634
 - b. A copy of all notifications shall be provided to NNPS' Representative. Notification shall be made on a form provided by the Commonwealth of Virginia, Department of Labor and Industry. Historical information on annual amounts removed shall be provided by NNPS Representatives.
 - c. The Contractor shall submit a separate notification for each Asbestos Abatement project, 20 calendar days prior to commencement of the work. A copy of the notification will be filed with NNPS' Representative. The notification shall be made on a form provided by the Commonwealth of Virginia, Department of Labor and Industry.
 - d. The Contractor shall submit a separate notification for each Asbestos Abatement project 10 working days prior to commencement of the work when the RACM to be disturbed is at least 160 square feet/260 linear feet/35 cubic feet. Notifications to the U.S. EPA must be mailed to:
 - i. Asbestos Coordinator
U.S. EPA
Region III
Mail Code 3LC62
1650 Arch Street
Philadelphia, PA 19103-2029
 - ii. A copy of the notification shall be provided to the NNPS Environmental Health and Safety Supervisor.
4. TITLE TO MATERIALS:
All materials resulting from demolition work, except as specified otherwise, shall be disposed of by the contractor in accordance with all applicable state and federal regulations. The costs associated with required testing, transportation and disposal shall be the responsibility of the Contractor.
5. BUILDING PROTECTION:
- 1) Perform demolition work without damage or contamination of adjacent areas. Where such work is damaged or contaminated, it shall be restored to its original condition. The Contractor and NNPS personnel shall agree in writing on the condition of the building and fixtures prior to commencement of the work.

- 2) The asbestos control area, where full containment is required, shall be maintained under negative pressure at all times of a minimum of -.02 inches of water column. A minimum of 4 air changes per hour is required. A minimum of 6 air changes per hour will be required where work areas are adjacent to any occupied area. Negative pressure shall be demonstrated by manometer readings and smoke testing as outlined in this specification. The Contractor shall provide continuously recorded manometer readings.

6. SUBMITTALS:

Prior to the commencement of work activities, notices and permits required by all Federal, State and Local agencies having jurisdiction shall be submitted. Submittals shall be made in accordance with procedures set forth in this document.

- 1) Notification to Regulatory Agencies: Submit a copy of the notification of the proposed asbestos work as required under paragraph "Conformance to Regulatory Requirements."
- 2) Asbestos Plan: Submit a detailed written plan of all work procedures that will be used in the repair, removal and/or demolition of materials containing asbestos. Such plan shall include interface of trades involved in the construction, sequencing of asbestos related work, disposal plan, type of wetting agent to be used, air monitoring, and a detailed description of the method to be employed in order to control pollution. This plan shall be submitted to the Owner for review and approval at least ten working days in advance of the first project performed under this contract. If the Contractor's methods, materials or procedures change during the term of this contract, the Contractor shall amend the asbestos plan and resubmit the plan for review and approval.
- 3) Testing Laboratory: Submit the name, address, telephone number, and copy of the Virginia Asbestos Laboratory License for the laboratory selected to analyze air samples taken to meet the OSHA requirements for monitoring of airborne concentrations of asbestos fibers. Include certification that persons counting the samples have been judged proficient by successful participation in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing (PAT) Program.
- 4) Disposal: Must comply with 40 CFR Part 763, Subpart E, Appendix D.
 - a. Submit the name(s) and copy of the license(s), if applicable, of the proposed transporter and disposal site(s) that will be used during the performance of this work for review and approval.
 - b. Submit evidence that all required permits for transport and disposal of asbestos containing or contaminated materials, supplies, and the like have been obtained.
 - c. Submit certified copies from the operator of the asbestos disposal site that the asbestos has been received, within 45 days of removal, specifying quantities and dates of delivery.
- 5) Employee Qualification. Virginia Licensure Requirements:
 - a. Submit documentation indicating that all employees have been trained under an approved training provider on the hazards of asbestos exposure, on use and fitting of respirators, on protective dress, on use of showers, on entry and exit from work areas, and on all aspects of work procedures and protective measures, in accordance with OSHA, the EPA, and VA Department of Professional and Occupational Regulation.

- b. Submit documentation of each employee's asbestos medical examination and copies of INS Form I-9 Employment Eligibility Verification Form and documents used to complete.
 - c. Asbestos Removal Services Personnel: Asbestos removal personnel provided by the Contractor during performance under this contract shall meet the requirements of Section 6.5 and 6.9, and shall meet the following qualification standards:
 - i. **Asbestos Project Manager**: Shall meet all of the qualifications of and shall be licensed as an Asbestos Supervisor by the Virginia Departmental of Professional and Occupational Regulation. In addition, shall have a minimum of five (5) years' experience in the supervision of projects of similar size and scope as described herein. Shall coordinate the activities of the Asbestos Supervisors and shall ensure that the needed manpower and materials are on site. Shall be responsible for informing NNPS' responsible person of job progress and deviations from project schedule. NNPS reserves the right to require an onsite Asbestos Project Manager for projects requiring two (2) or more Asbestos Supervisors.
 - ii. **Asbestos Supervisor**: Shall meet all of the qualifications of and shall be licensed as an Asbestos Supervisor by the Virginia Departmental of Professional and Occupational Regulation. In addition, shall have a minimum of three (3) years' experience in the supervision of similar duties. Shall be a working position with responsibility for the completed project through final assembly. Shall be capable of supervising one or more Asbestos Workers as required by the specific project. Shall have a strong knowledge of the practices and processes of asbestos removal; of the qualities, adaptability and uses of asbestos; of EPA and OSHA guidelines. Shall have the ability to work from simple blue prints, sketches, working drawings, and oral instructions.
 - iii. **Asbestos Workers**: Shall meet all of the qualifications of and shall be licensed as an Asbestos Worker by the Virginia Departmental of Professional and Occupational Regulation. Shall have knowledge of the methods, procedures, and the protective equipment used in asbestos site preparation, direct removal, and clean-up. Shall have experience in asbestos removal work, to include but not be limited to: preparing containments; applying plastic necessary to protect rooms from contamination; removing containment materials after asbestos abatement activities are completed; preparing asbestos for removal; removing asbestos material; bagging and packaging asbestos and other contaminated materials for transport; transporting asbestos for proper disposal; and properly disposing of the same. Shall receive specific assignments and detailed instructions from the Asbestos Supervisor on all tasks.
- 6) Respirator Program: Submit a copy of the Contractor's written respiratory protection program. The Contractor shall have a copy of his written respirator program available on

the job site at all times. Types of respiratory protection shall be used if historic fiber count data, documenting expected fiber count levels, prove the proposed respiratory protection is adequate. This historical data may not be used to waive OSHA personal monitoring. A copy of all historic fiber count data used to substantiate initial respirator selection shall be provided to the Owner.

- 7) Submit documentation that compliance with 29 CFR 1926 Subpart K will be maintained (e.g., either a statement that ground-fault circuit interrupters will be used or a copy of the Contractors written Assured Equipment Grounding Conductor Program, and Lock and Tagging Program). Provide proof that programs are in effect and being enforced.
 - 8) Equipment: Submit manufacturer's certification that vacuums, ventilation equipment, and other equipment required to contain asbestos fibers conform to ANSI Z.2-1979.
 - 9) Submit proof of valid Virginia Asbestos licenses for Contractors, supervisors and workers and proof of participation in annual re-certification programs by Virginia certified training providers. A copy of all current licenses for all on-site personnel shall be available at all times on the job site.
 - 10) Within 45 days of completion of each asbestos abatement project, the Contractor shall submit to the NNPS Supervisor of Environmental Health and Safety a final report in the form of a bound document consisting of the following:
 - a. Start date and finish date work was performed.
 - b. Exact building and room where work was performed.
 - c. Contractor's personnel on site.
 - d. Type and quantities of ACM removed.
 - e. Copies of all State and Federal notifications and permits pertaining to the particular project.
 - f. Results of all monitoring performed.
 - g. Landfill documentation and waste manifests.
 - h. Copies of Supervisor's daily reports and worker and visitor sign-in sheets written legibly.
 - i. Written log of filter change-out.
 - j. Any other documentation pertinent to the project.
 - 11) Safety Data Sheets (SDSs): Submit, for review and approval, a copy of SDSs for all products proposed or anticipated to be used in the performance of work under this contract. Maintain, at each job site, a copy of the SDSs for all products that are to be used in the work area. All solvents or products used to clean or remove mastic, glue or similar materials shall be non-flammable and low odor and must be pre-approved prior to use.
7. PERSONNEL PROTECTION:
- 1) Provide workers with personally issued and marked respiratory equipment in accordance with Paragraph 9 "Equipment." Where respirators with disposable filters are employed, provide sufficient filters for replacement as required by the worker or applicable regulation.
 - 2) Provide workers with sufficient sets of protective full-body clothing. Such clothing shall consist of full-body overalls and headgear, gloves and foot coverings. Provide hard hats and any other personal protective equipment (PPE) required by applicable safety

regulations. Non-disposable-type protective clothing and equipment shall be left in the contaminated equipment room until the end of the abatement work, at which time such items shall be disposed of as asbestos waste, bagged and removed as asbestos-contaminated or shall be thoroughly cleaned of all asbestos or asbestos-containing material.

- 3) Provide authorized visitors with suitable protective clothing, headgear, gloves, eye protection and footwear, as described herein, whenever they are required to enter the work area.

8. MATERIALS:

- 1) Sheeting: Provide flame-retardant polyethylene sheeting, minimum of 6 mils thick unless otherwise specified, in sizes to minimize the frequency of joints.
- 2) Tape: Glass fibers or other type capable of sealing joints of adjacent sheets of polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials under both dry and wet conditions, including use of amended water.
- 3) Surfactant (Wetting Agents): Shall consist of 50-percent polyoxyethylene ether and 50-percent of polyoxyethylene or polyglycol ester, or equivalent and shall be mixed with water to provide a concentration of 1-ounce surfactant to 5-gallons of water.
- 4) Impermeable Containers: Containers shall be suitable to receive and retain any asbestos-containing or contaminated materials until disposable at an approved site. They may be in the form of polyethylene bags, sealed cardboard containers, or fiber drums. The containers shall be labeled in accordance with OSHA Regulation 29 CFP 1926.58, NESHAP 40 CFR Part 61, and DOT Regulations.

9. EQUIPMENT:

- 1) Air-Handling Equipment: Equipment shall be a high-efficiency particulate air (HEPA) filtration system, equipped with filtration equipment in compliance with ANSI Z9.2, with an integral calibrated manometer to continuously gauge negative pressure conditions. No air-movement system or air equipment shall discharge asbestos fibers outside the work area. Pressure shall be maintained at a minimum of -.02 inches of water column relative to adjacent unsealed areas. A minimum of 4 air changes every hour will be required. A minimum of 6 air changes per hour may be required at the discretion of the Owner (for example, in work areas adjacent to occupied areas of the building). Provide one emergency back-up negative air filtration device for each work area.
- 2) Filters and Log: Change filters relating to negative air machines in accordance with manufacturer specifications or as needed to maintain required operating efficiency of machines. Maintain a log of filter change-outs to be made available to NNPS' responsible person at NNPS' request.

10. PREPARATION OF WORK AREAS:

- 1) Provide temporary power sources and equipment per applicable electrical code requirements and provide 24-volt safety lighting and ground-fault interrupter circuits as power sources for electrical equipment.
- 2) Establish air-filtration equipment in the work area. Exhaust air from the air handling equipment must be exhausted to the exterior of the building unless prior approval is obtained from the Owner.
- 3) Pre-clean the proposed work areas using HEPA-filtered vacuum equipment or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters shall not be used.
- 4) Seal off all openings, including, but not limited to, corridors, doorways, windows, skylights, ducts, grilles, diffusers, and any other penetrations of the work areas, with plastic sheeting sealed with tape. Doorways and corridors which will not be used for passage during work must be sealed with barriers as described in Paragraph "Decontamination Enclosure Systems."
- 5) Sealing only of critical barriers and non-movable objects will be acceptable, at the Owners discretion, during the removal of asbestos materials in areas where smooth, non-porous surfaces shall be exposed or during glove bag removal. Otherwise, cover floor and wall surfaces with plastic sheeting sealed with tape. Use a minimum of two layers of minimum 6-mil plastic on floors and walls, overlapping all seams, a minimum of 12 inches. Cover floors so that plastic extends at least 18 inches up on walls.
- 6) Where feasible and required by the Owner, provide a minimum of two viewing windows into the work area, covered by an opaque flap on the outside, for monitoring of the work procedures.
- 7) Maintain emergency and fire exits from the work areas as required by the OSHA regulations, or establish alternative exits satisfactory to the applicable fire officials. Provide portable fire extinguishing equipment and maintain a site specific fire prevention plan per the OSHA requirements.
- 8) Provide 5.0-micron filters on all shower drains. Asbestos-contaminated waste water is to be placed in sanitary sewer system after filtration through the 5.0 micron filter.
- 9) After preparation of work areas and decontamination enclosure systems, request pre-abatement visual inspection by Owner's Project Monitor, smoke test the enclosure in the presence of the Project Monitor to assure the continuity of the enclosure and that adequate air circulation is maintained throughout all removal areas; correct any deficiencies found. After the abatement enclosure is approved by the Project Monitor, remove and/or repair the asbestos containing building material(s) as required. Document that required negative pressure is maintained by providing continuous manometer readings during the course of the work.
- 10) Post and maintain OSHA required signage at all times during the course of the work.

11. DECONTAMINATION ENCLOSURE SYSTEMS:

- 1) Worker Decontamination Enclosure System: Where feasible and required, construct a worker decontamination enclosure system contiguous to the work area consisting of three totally enclosed chambers and air locks as follows:
 - a. An equipment room with two curtained doors, one to the work area and one to the air lock.
 - b. Air lock with two curtained doors, one to equipment room and one to shower room.
 - c. A shower room with two curtained doorways, one to the air lock on work room side and one to the air lock on the clean room side. The shower room shall contain at least one shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Ensure a supply of liquid soap at all times in the shower room.
 - d. Air lock with two curtained doors, one to shower room and one to clean room.
 - e. A clean room with two curtained doors, one to the air lock on the shower side and one to the exterior. Clean room shall be constructed to meet or exceed requirements of OSHA Regulations.
 - f. Separation of Work Areas from Occupied Areas: Separate parts of the building required to remain in use from parts of the building that will undergo asbestos abatement by means of airtight barriers. The use of plywood barriers with lockable entrances may be required for use in some areas.
- 2) Maintenance of Enclosure Systems:
 - a. Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.
 - b. Visually inspect enclosures at the beginning of each work period.

12. GLOVE BAG REMOVAL:

- 1) All glove bag work will be performed within a controlled area. The controlled area is established by installing critical barriers of minimum 6-mil poly over any doors or other openings as needed. Negative air where required, is to be maintained in this controlled area at all times from initial disturbance of material until final clearance is certified. The Contractor shall have two workers for each glove bag operation.
- 2) Install floor drop cloths under work area.
- 3) Attach glove bag to pipe with ends and top seam securely taped. Leave enough slack in bag so that bag can be lifted at least 3 inches above pipe at center of attached length.
- 4) Have all tools needed for removal inside bag.
- 5) Attach bag around area to be removed and tape edges to seal bag.
- 6) Insert and seal hoses for HEPA vacuum and amended water sprayer. Smoke-test the glove bag system in accordance with the OSHA requirements; where required, smoke testing shall be performed in the presence of the Owners Project Monitor.
- 7) One person sprays amended water and control HEPA vacuum hose while other person removes insulation and cleans pipe.
- 8) Place tools into glove, pull to outside, and double-tie glove for tool removal. Cut between ties.

- 9) After all insulation is removed and pipe cleaning is finished, continue to ventilate the bag for 3 minutes. Adjust airflow to allow full bag venting. Encapsulate the removal area.
- 10) Remove the HEPA vacuum and water hoses and seal openings.
- 11) While vacuuming along the top seal of the bag, remove the bag, twist the top and seal with tape with the top doubled down.
- 12) Place sealed glove bag into labeled asbestos disposal bag and seal.
- 13) Plastic floor drop cloth and wall sheeting may be moved as needed, provided that no visible contamination has accumulated. If any contamination exists or job is completed, this sheeting is to be properly double-bagged and disposed of as asbestos waste.
- 14) Where asbestos insulation remains exposed adjacent to the area of asbestos removal, apply bridging encapsulant or other approved encapsulant to the exposed insulation and wrap with lag cloth to achieve a complete and durable seal.

13. AIR MONITORING:

1) Air Monitoring By Contractor:

- a. Provide daily personnel air monitoring in the work area throughout all asbestos stripping, removal and cleaning. Historic sampling results shall not be used to waive this monitoring requirement. Outside monitoring and final clearance air samples shall be taken by NNPS personnel or their designee.
- b. Samples shall be collected by calibrated pumps whose flow rates can be determined to an accuracy of plus or minus 5%. Calibrate pumps with a representative filter in line.
- c. Personal air monitoring shall be in compliance with 29 CFR 1926.1101. (etc.)
- d. All personal and excursion sample cassettes shall be sent within 24 hours to a laboratory for analysis. The analysis shall be performed in compliance with 29 CFR 1926.1101 by a competent trained person or laboratory licensed to perform this work by the Virginia Department of Professional and Occupational Regulation. The results of all air monitoring shall be available for review by NNPS' Project Monitor and all affected personnel within 24 hours of receipt of the air samples by the laboratory.
- e. The sampling schedule shall be posted outside of the containment area showing sample frequency, duration of the sample, and pump flow rates.
- f. Results of all samples shall be posted outside of the containment area within 24 hours of receipt, and maintained there until the job has been concluded. This data shall include the results of 8-hour TWA determination. Posted results should include a synopsis of work activities of which the results are representative.
- g. Throughout the removal and cleaning operations, air monitoring shall be conducted by a Testing Laboratory employed by the Contractor or by the Contractor's personnel. Air monitoring shall be performed to provide the following samples:
 - i. Personal breathing 8-hour TWA and excursion samples for air monitoring shall be collected by a competent person in accordance with methods prescribed in the Federal OSHA Industrial Hygiene Field Operations Manual or by equivalent.

- h. The Contractor shall be responsible for personnel samples taken inside the work compartment and all costs in connection with testing and air sampling shall be borne by the Contractor.
 - i. The Contractor shall document that the release of asbestos from any work or waste storage area is not taking place at concentration higher than .01 actual fibers/cc.
 - j. All analytical results shall be presented as signed "Certificates of Analysis." Form shall state:
 - i. Date and time sampling began
 - ii. Flow rate of samples
 - iii. Sampling time elapsed
 - iv. Concentration in fibers/cc
 - v. Site/individual sampled
 - vi. Synopsis of work activities which sample was taken
 - vii. Name and signature of analysts
 - k. Two copies of analytical results shall be delivered in writing to the job site within 24 hours of sample receipt by the laboratory (excluding non-working days). A copy of the results shall be submitted to NNPS' Project Monitor by the Contractor upon receipt from the laboratory.
 - l. Analytical results indicating potential for a hazard higher than limits set forth in this section shall be reported immediately, by the most expeditious means possible, either by telephone, email, or carrier, to the Owner.
 - m. Operations shall be discontinued immediately any time emissions are observed emanating from the work area or where air samples taken outside the containment are in excess of 0.01 fibers/cc.
 - n. Contractor shall provide a written plan to the Owner stating steps to be undertaken to assure compliance with all regulations, including but not limited to the following:
 - i. Qualification of personnel taking and analyzing samples
 - ii. Containment procedures
 - iii. Respirator program
 - iv. Sampling strategy
- 2) Air Monitoring by NNPS Project Monitor:
- a. Baseline air monitoring will be conducted, at the discretion of NNPS' Project Monitor, outside of the abatement area before the job commences. Environmental samples will be collected outside of the containment to ensure the integrity of the negative pressure system. The Contractor will be informed immediately of any outside area samples with results in excess of 0.01 fibers/cc.
 - b. At the discretion of NNPS' Project Monitor, environmental samples will be collected inside the containment to ensure that wet methods and prompt cleanup of debris by the Contractor personnel are keeping fiber levels inside the containment as low as reasonably achievable.

14. ASBESTOS ABATEMENT:

- 1) Spray asbestos material with amended water, using spray equipment capable of providing a “mist” application to reduce the release of fibers. Saturate the material sufficiently to wet it to the substrate without causing excess dripping or delamination of the material. Spray the asbestos material repeatedly during work process to maintain wet condition and to minimize asbestos fiber dispersion.
- 2) Remove the saturated asbestos material in small sections. As it is removed, pack the material in sealable plastic bags of 6-mil minimum thickness and place in labeled containers or a second plastic bag of 6-mil minimum thickness for transport. If the Contractor chooses plastic bags for transport, the double-bag method of containment will be used. Material shall not be allowed to dry out prior to insertion into the original sealable, plastic bag.
- 3) Seal filled containers. Place danger labels on containers in accordance with OSHA regulation 29 CFR 1926.1101. Additional labeling indicating the name of the waste generator and the location where the waste was generated shall be affixed to each container in accordance with NESHAP regulation 40 CFR Part 61. Clean external surfaces of containers thoroughly by wet sponging in the designated area of the work area that is part of the equipment decontamination enclosure system. Move containers to washroom, wet clean each container thoroughly, and move to holding area pending removal from the holding area by workers who have entered from uncontaminated areas dressed in clean overalls. Ensure that workers do not enter from uncontaminated areas into the washroom or the work area; ensure that contaminated workers do not exit the work area through the equipment decontamination enclosure system.
- 4) After completion of stripping work, all surfaces from which asbestos has been removed or contaminated shall be wire brushed and wet sponged or cleaned by an equivalent method to remove all visible material. During this work, the surfaces being cleaned shall be kept wet.

15. CLEANUP:

- 1) Remove visible accumulations of asbestos material and debris. Wet clean all surfaces within the work area.
- 2) The windows and doors shall remain sealed and any HEPA-filtered negative air pressure systems, air filtration, and decontamination enclosure systems shall remain in service until final clearance is certified.
- 3) Clean all surfaces in the work area and any other contaminated areas with water and/or with HEPA-filtered vacuum equipment on all surfaces in the work area.
- 4) Sealed drums and all equipment used in the work area shall be included in the cleanup and shall be removed from work areas, via the equipment decontamination enclosure system, at an appropriate time in the cleaning sequence. The transport vehicle shall be lined with two layers of minimum 6-mil polyethylene sheeting.
- 5) NNPS’ Project Monitor, with the Contractor Supervisor, will conduct a complete visual inspection of the work area to ensure that the work area is free of visible asbestos debris.
- 6) The Contractor will apply a lock-down encapsulant to the work area.

- 7) If NNPS personnel, within 24 hours, find visible accumulations of asbestos debris in the work area, the Contractor shall repeat the wet cleaning until the work area is in compliance, at the Contractor's expense.
- 8) If the final air samples do not meet acceptable standards, the Contractor shall be held responsible for the cost of subsequent air samples to include labor and mobilization charges as applicable. Aggressive air sampling will be required except where deemed not feasible by NNPS' Project Monitor. All exits, vents, and critical barriers shall remain sealed and negative air machine will remain on until final clearance is certified.
- 9) Contractor shall provide necessary electrical outlets for air clearance equipment.

16. REESTABLISHMENT OF OBJECTS AND SYSTEMS:

- 1) After cleanup is completed, relocate objects moved to temporary locations in the course of the work to their former positions and re-secure mounted objects removed in the course of the work in their former positions, unless otherwise agreed upon by Owner.
- 2) Install new filter and dispose of used filters as contaminated waste for the mechanical and electrical systems. Advise Owner to reestablish mechanical and electrical systems in proper working order.
- 3) Repair or replace objects damaged in the course of the work as directed by NNPS responsible person.

17. DISPOSAL: Comply with 40 CFR Part 763, Subpart E, Appendix D and the Virginia Department of Waste Management.

- 1) Disposal of Asbestos-Containing Materials and Asbestos-Contaminated Waste: As the work progresses and to prevent exceeding available storage capacity on site, remove sealed and labeled containers of asbestos waste and dispose of such containers at an authorized disposal site in accordance with the requirements of disposal authority. Submit documentation regarding disposal to Owner within 45 days of removal.
- 2) Procedure for hauling and disposing shall comply with 40 CFR 61 (Sub-part B), state, regional, and local standards. If drums are chosen as the container for the disposal bags, the bags may be removed by hand from drums into the burial site unless the bags have been broken or damaged. Damaged bags shall remain in the drum and the entire contaminated drum shall be buried. Uncontaminated drums may be recycled. If the double bag method of containment was used, the entire waste package shall be hand placed into the burial site. Workers shall wear appropriate respirators and personal protective equipment when handling asbestos materials at the job site and at the disposal site. All procedures are to follow NESHAP regulations and the Virginia Department of Waste Management Solid Waste Regulations.

ATTACHMENT B
RFP # 024-0-2016BH
LEAD ABATEMENT REQUIRMENTS

PART 1 - GENERAL

1. DESCRIPTION OF WORK:

The work includes the removal of materials containing lead, indicated and specified on a job by job basis, and the incidental procedures and equipment required to protect workers and personnel occupying areas adjacent to the lead work area. The Contractor shall furnish all labor, materials, services, insurance and equipment required for the removal of lead in accordance with the guidelines or regulations of the responsible state agency, the EPA, and OSHA. In instances where written NNPS mandated standards and practices exceed the law, regulation or code requirement, the NNPS standard(s) shall take precedence. The work includes, but is not necessarily limited to the following:

- a. All preparation of the work areas and areas outside the work areas prior to beginning lead removal work.
- b. Removal of all lead material and waste material contaminated with lead during the process of the work and any other debris generated by this work. Lead containing or contaminated material, on a job by job basis, determined by NNPS,. The Contractor will be required to submit a price according to the rates negotiated through this contract. This price will be reviewed and approved by the NNPS Supervisor of Environmental Health and Safety prior to any removal activities commencing.
- c. Complete cleaning and decontamination of all work areas and contents thereof.
- d. All footage amounts and locations of Lead Containing Materials identified for removal shall be site verified by the Contractor prior to submission of a cost for removal.
- e. Preparation for disposal of lead, lead waste, debris and contaminated materials generated by this work.

2. SUBMITTALS:

Submit the following documentation to the Owner for approval:

a. Pre-Job Submittals:

- 1) Submit a detailed written plan of all work procedures that will be used in the repair, removal and/or demolition of materials containing lead. Such plan shall include interface of trades involved in the construction, sequencing of lead related work, air monitoring, and a detailed description of the method to be employed in order to control pollution. This plan shall be submitted to the Owner for review and approval at least ten (10) working days in advance of the first project performed under this contract. If the Contractors methods, materials or procedures change during the term of this contract, the Contractor shall amend the lead work plan and resubmit this plan for review and approval.

- 2) Copy of Virginia General Contractors License and Virginia Lead Paint Abatement Contractor License.
 - 3) Names of supervisory personnel and copies of their lead abatement supervisors certificates and licenses where required by current regulations.
 - 4) Insurance coverage including general liability, workmen's compensation, and employer's liability.
 - 5) If insurance certificate does not explicitly state that the Contractor is engaged in lead abatement operations, submit notarized Special Endorsement (Insurance) Form (Form AR 1) signed by the insurance companies' authorized certification representative.
- b. Supervisor/Worker/Personnel Submittals: No Worker will be allowed to participate in preparation, lead removal, or load-out activities until the following documentation is submitted for each individual:
- 1) Copy of workers lead training certificates and a copy of their lead workers license where required by current regulations.
 - 2) Statement the worker is actively involved in a company employee medical surveillance program.
 - 3) Total lead blood level below 30 ug/dl as verified by doctor's evaluation with laboratory results.
 - 4) Form AR 2 Worker Release.
 - 5) Form AR 3 Respirator Protection.
 - 6) Copies of INS Form I-9 Employee Eligibility Verification Form and documents used to complete.
- c. Post-Job Submittals:
- 1) Company/Procedural Submittals
 - 2) Evidence of final payment to subcontractors and materials suppliers and release of liens.
 - 3) Copy of air samples as indicated in 1.3.6.
 - 4) A copy of a daily log showing the following: name, date, entering and leaving time, company or agency represented, and reason for entry for all persons entering the work area.
3. INSPECTIONS:
- a. The Owner will inspect various phases of the project. He may also utilize the services of a third party inspection firm as well.
 - b. The Contractor will provide his own personal monitoring and other testing services necessary for compliance with all applicable codes, regulations and requirements as specified in the Contract Documents. Owner will provide environmental monitoring, final clearance testing, and TCLP testing.
 - c. The Contractor will notify the Owner at least 2 hours prior to the need for the following inspections at each location:
 - 1) Approval of establishment of restrictive areas and containments.
 - 2) Approval of removal procedures.
 - 3) Approval of final cleaning.

- 4) Final visual inspection.
 - i. Dust wipe samples will be used for final clearance.
 - ii. Settled dust samples taken in accordance with U.S. Department of Housing and Urban Development or the EPA shall be used for final clearance sampling.

PART 2 – PRODUCTS

1. MATERIALS:

- a. HEPA Filters: Use new HEPA filters on air and water filtering equipment and personal respirators.
- b. Plastic Sheeting: Provide flame retardant plastic sheeting, 6 mil minimum thickness in sizes to minimize the frequency of joints.
- c. Tape: Glass fiber or similar tape capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheeting to finished or unfinished surfaces under both dry and wet conditions.
- d. Spray Glue: Spray adhesive in aerosol cans that is specifically formulated to stick tenaciously to sheet polyethylene.
- e. Sealant (encapsulant): Manufactured by reputable, established manufacturer of sealant/encapsulant materials and be approved specifically for use in lead contaminated environments. Identify compatibility with the replacement material.
- f. Disposal Bags: 6 mil minimum thickness, leak tight polyethylene bags of appropriate size.
- g. All lead-containing waste materials shall be labeled, handled, transported and disposed of in accordance with D.O.T., EPA, and OSHA requirements. The Contractor shall coordinate with the NNPS Environmental Health and Safety Supervisor for the disposal of lead waste that has been characterized as hazardous waste by Toxicity Characteristic Leaching Procedure (TCLP) testing. Lead components which can be recycled shall be segregated for disposal and such disposal shall be coordinated with the NNPS Environmental Health and Safety Supervisor. TCLP testing will be performed by the Contractor as required to determine the appropriate method of disposal. Copies of the TCLP sample analysis shall be provided to the NNPS Environmental Health and Safety Supervisor.
- h. Other materials: Provide all other materials, such as barrier tape, lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the work area(s).

2. EQUIPMENT:

- a. Air-Handling Equipment: Equipment shall be a high-efficiency particulate air (HEPA) filtration system, equipped with filtration equipment in compliance with ANSI Z9.2, with an integral calibrated manometer to continuously gauge negative pressure conditions. No air-movement system or air equipment shall discharge lead or lead dust outside the work area. Pressure shall be maintained at a minimum of -.02 inches of water column relative to adjacent unsealed areas. A minimum of 4 air changes every hour will be required. A

minimum of 6 air changes per hour may be required at the discretion of the Owner (for example, in work areas adjacent to occupied areas of the building). Provide, when required by the Owner, one emergency back-up negative air filtration device for each work area.

- b. The Contractor shall purchase all necessary licenses or rights to any equipment, procedures or process used in connection with the work. The Contractor will indemnify the Owner, his architect, inspectors, and consultants against any litigation arising due to patent infringements.
 - c. Equipment and installation shall be in accordance with the National Electric Code (NEC), the National Electrical Manufacturer's Association (NEMA) and Underwriter's Laboratories (UL).
3. RESPIRATOR PROTECTION:
- a. The Contractor will perform and provide planning, administration, training, execution, equipment and mechanical requirements necessary to assure all personnel engaged in the removal of LPB are provided with a safe quantity and quality of breathing air.
 - b. Respirator protection shall conform with OSHA Standard 29 CFR 1910.134, OSHA Standard 29 CFR 1926.62, Virginia Department of Labor and Industry and other governmental regulations and industry practices. The Contractor acknowledges and agrees that he is solely responsible for enforcing worker protection requirements at least equal to these requirements.
 - c. The Contractor shall furnish his workers with a level of respirator protection which equals or exceeds the requirements of 29 CFR 1926.62, Table 1. The respirator selection will be such that the airborne lead concentration inside the mask does not exceed 30 ug/m³ inside the face-piece.

PART 3 – EXCLUSION

- 1. Approval of or acceptance by Owner or his consultants of various construction activities or methods proposed by Contractor does not constitute an assumption of liability either by the Owner or his consultants for inadequacy or adverse consequences of said activities or methods.
- 2. The Contractor will remove lead materials as required and specified on a project-by-project basis in accordance with the standards listed below. Where conflicts among the standards or between these standards and the contract documents exist, the most stringent of the requirements are applicable.
 - a. U.S. Department of Housing and Urban Development "Lead Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing" dated September 1990.
 - b. U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Lead Regulations (Code of Federal Regulations Title 29 Section 1926.62).
 - c. All other Federal, State, County, and City codes and ordinances as applicable. Maintain one copy of all applicable regulations and the Project Manual in the field office at all times.
- 3. Work Area Isolation and Preparation

- a. Establish critical barriers, negative air containments or interior abatement and decontamination units. The location of the decontamination units and access routes shall be approved by the Owner. Install applicable warning signs around the work area to restrict entry to authorized personnel only.
 - b. Where full containment is required, the lead work area shall be maintained under negative pressure at all times of a minimum of -.02 inches of water column. A minimum of 4 air changes per hour is required. A minimum of 6 air changes per hour will be required where work areas are adjacent to any occupied area. Negative pressure shall be demonstrated by manometer readings and smoke testing as outlined in this specification. The Contractor shall provide continuously recorded manometer readings. The determination on whether full containment is required shall be at the discretion of the NNPS Project Monitor.
 - c. Establish a decontamination shower and change room on the perimeter of the restricted area in a location approved by the Owner.
 - d. Pre-cleaning:
 - 1) Coordinate removal of all movable equipment and materials from the work space with the Owners' Project Manager.
 - 2) Pre-clean the work environment to remove all visible accumulations of paint, paint chips and associated dust.
 - 3) Pre-abatement lead dust surface sampling will be performed by the Owners' representative at the completion of pre-cleaning operations.
 - e. Cover all non-removable furnishings or equipment with two layers of polyethylene plastic sheeting, sealed at the joints with duct tape. Cover the floor in the work area with two layers of polyethylene plastic sheeting, extending sheeting a minimum of five feet beyond the abatement area if exterior to the building. Secure sheeting to the building structure with duct tape, and weight the sheeting at the foundation and along edges and seams.
4. Lead Based Paint Removal
- a. The Contractor shall remove all visible accumulations of lead based paint debris and dust from the work area and plastic sheeting at the end of each work day after active abatement has ceased. Exterior surface plastic sheeting, or sheeting within the work area that is exposed to weather conditions, shall be cleaned, lightly misted with water, and then removed as lead-contaminated debris on a daily basis. New plastic sheeting shall be installed prior to active lead abatement on the following day.
5. Worker Decontamination
- a. Each person who enters the containment shall thoroughly shower in the decontamination unit prior to leaving the work area.
 - b. The decontamination unit shall include:
 - 1) An equipment room with two curtained doors, one to the work area and one to the shower.
 - 2) A shower room with two curtained doorways, one to the equipment room side and one to the clean room side. The shower room shall contain at least one shower with hot and cold water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Liquid soap shall be available at all times in the shower room.
 - 3) A clean room with two curtained doors, one to the shower room and one to the exterior. The clean room shall be constructed to meet or exceed the requirements of applicable OSHA regulations.

- c. Separation of work Areas from Occupied Areas: Separate parts of the building required to remain in use from parts of the building that will undergo lead abatement by means of airtight barriers. The use of plywood barriers with lockable entrances may be required for use in some areas.
6. Work Area Clearance
- a. The Contractor will perform and provide all planning, administration, execution, equipment and mechanical requirements necessary to assure the work areas are properly decontaminated upon completion of the work in that area.
 - b. The work area will be considered complete when the work area is visually clean of dust and debris and the provisions of paragraph 3.c.4 are satisfied.
 - c. Lead dust acceptance criteria:
 - 1) Surface dust samples shall be taken no sooner than one hour after completion of final post abatement clean-up activities.
 - 2) Lead dust clearance samples will be taken by the Owner or Owner's Representative in accordance with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing unless superseded by any other applicable regulatory clearance level or sampling protocol.
 - d. Areas which do not comply with the above procedure will be re-cleaned and re-tested at the cost of the Contractor to include labor, mobilization, and laboratory costs.
7. Post Job Submittals
- a. Company/Procedural submittals.
 - b. Evidence of final payment to subcontractors and materials suppliers and release of liens.
 - c. A copy of a daily log showing the following: name, date entering and leaving time, company or agency represented, and reason for entry for all persons entering the work area.
 - d. Copy of air samples.
 - e. Copy of Waste Shipment Manifest.
 - f. Toxicity Characteristic Leaching Procedure (TCLP) testing required for waste disposal is the responsibility of the Contractor. Submit copies of all TCLP tests performed.
8. Title to Materials
- a. All materials resulting from demolition work, except as specified otherwise and in Section 2.1.g, shall be disposed of by the Contractor in accordance with all applicable state and federal regulations. The costs associated with required testing, transportation and disposal shall be the responsibility of the Contractor.

ATTACHMENT C
RFP # 024-0-2016BH
UNIT COST, HOURLY RATES, AND PRICING SCENARIO'S ASSOCIATED
WITH HAZARDOUS MATERIAL REMOVAL SERVICES

Unit Cost and Hourly Rates Associated with Asbestos Removal:

1. Removal and Disposal of asbestos containing pipe insulation inside containment:			
	Description	Unit Price	Unit of Measure
a.	1" to 3.75"		per linear foot
b.	4" to 5.75"		per linear foot
c.	6" to 7.75"		per linear foot
d.	8" to 9.75"		per linear foot
e.	10" to 14"		per linear foot
f.	Greater than 14"		per linear foot
g.	Mudded Fittings		per each
h.	Pre-clean area before containment installation		per each

2. Removal and Disposal of asbestos containing pipe insulation using high temperature Glove-bags:			
	Description	Unit Price	Unit of Measure
a.	1" to 3.75"		per linear foot
b.	4" to 5.75"		per linear foot
c.	6" to 7.75"		per linear foot
d.	8" to 9.75"		per linear foot
e.	10" to 14"		per linear foot
f.	Greater than 14"		per linear foot
g.	Mudded Fittings		per each

3. Removal and Disposal of asbestos containing boiler, breaching, and tank insulation:			
	Description	Unit Price	Unit of Measure
a.	Per square feet of area		per square foot

4. Removal and Disposal of asbestos containing ceiling materials:			
	Description	Unit Price	Unit of Measure
a.	2' X 2' and 2' X 4' lay in ceiling tile		per square foot
b.	1' X 1' spline ceiling tile		per square foot
c.	1' X 1' glue on ceiling tile and/or mastic		per square foot
d.	Spray applied plaster leaving brown coat		per square foot
e.	Spray applied plaster and brown coat		per square foot
f.	Cementitious fireproofing		per square foot
g.	Fibrous fireproofing		per square foot
h.	Transite ceiling tile		per square foot

5. Removal and Disposal of asbestos containing transite duct:			
	Description	Unit Price	Unit of Measure
a.	1" to 3.75"		per linear foot
b.	4" to 5.75"		per linear foot
c.	6" to 7.75"		per linear foot

d.	8" to 9.75"		per linear foot
e.	10" to 14"		per linear foot
f.	Greater than 14"		per linear foot

6. Removal and Disposal of asbestos containing Floor materials:

	Description	Unit Price	Unit of Measure
a.	Floor tile only		per square foot
b.	Floor tile and Mastic (friable)		per square foot
c.	Floor tile and Mastic (non-friable)		per square foot
d.	Carpet and Mastic		per square foot
e.	Carpet with mastic and tile		per square foot
f.	Carpet with mastic and tile and mastic		per square foot
g.	Linoleum		per square foot
h.	Baseboard and mastic		per linear foot
i.	Floor Leveling Compound		per square foot

7. Removal and Disposal of asbestos containing Floor materials using friable methods:

	Description	Unit Price	Unit of Measure
a.	High Speed Buffer for Mastic removal		per square foot
b.	BlasTrac for floor tile and mastic removal		per square foot
c.	Mechanical Chipper		per square foot

8. Removal and Disposal of asbestos roofing materials:

	Description	Unit Price	Unit of Measure
a.	Roof Flashing		per linear foot
b.	Built up roofing		per square foot
c.	Transite shingles (roofing or siding)		per square foot
d.	Metal roofing		per square foot

9. Removal and Disposal of miscellaneous asbestos materials:

	Description	Unit Price	Unit of Measure
a.	Window Glazing		per linear foot
b.	Window Caulking		per linear foot
c.	Transite Panels		per square foot
d.	Sheetrock and Joint Compound		per square foot
e.	Asbestos contaminated soil		per square foot
f.	Duct mastic		per square foot

10. Hourly rates when not using unit cost and other specialized equipment:

	Description	Unit Price	Unit of Measure
a.	Project Manager		per hour
b.	Supervisor		per hour
c.	Worker		per hour
d.	Vec-Loader vacuum and Operator		per hour
e.	Blast Pot and Operator		per hour
f.	Crane with Man Basket		per day
g.	Build 3-Stage Decontamination Unit		per each

11. Small scale projects when not on-site for other projects:			
	Description	Unit Price	Unit of Measure
a.	Mobilization fee		per project

12. Two person team of Supervisor and Worker to conduct small activities:			
	Description	Unit Price	Unit of Measure
a.	Daily rate for two man team		per day

13. Clean out and disposal of in-house waste trailer (800 - 1000 bags)			
	Description	Unit Price	Unit of Measure
a.	Rate per cleanout		per cleanout

Unit Cost and Hourly Rates Associated with Hazardous Material Removal Services

1. Interior and Exterior Component Removal:			
	Description	Unit Price	Unit of Measure
a.	Baseboard removal		per linear foot
b.	Chair rail removal		per linear foot
c.	Door removal		per door
d.	Door Casing removal		per casing
e.	Window removal		per window
f.	Shelving removal		per shelf
g.	Soffit removal		per linear foot
h.	Fascia removal		per linear foot
i.	Siding removal		per square foot
j.	Ceramic tile removal		per square foot
k.	Sheet lead removal		per square foot
l.	Wooden trim removal		per linear foot
m.	Hand rail removal		per linear foot
n.	Structural steel components		per square foot

2. Media Blasting Removal:			
	Description	Unit Price	Unit of Measure
a.	Steel Structures		per square foot
b.	Metal siding		per square foot
c.	Wood siding		per square foot
d.	Ceilings, Walls		per square foot
e.	Brick & Plaster walls		per square foot

3. Chemical Solvent removal:			
	Description	Unit Price	Unit of Measure
a.	Steel Structures		per square foot
b.	Metal siding		per square foot
c.	Wood siding		per square foot
d.	Ceilings, Walls		per square foot
e.	Brick & Plaster walls		per square foot

4. Spot Removal:			
	Description	Unit Price	Unit of Measure
a.	Grinder, Needle Gun, or Chemical peel		per square foot
(Work done by two person team w/Supervisor & Worker)			

5. Special Projects:			
	Description	Unit Price	Unit of Measure
a.	Hourly rates for odd projects:	-	-
	i. Supervisor		per hour
	ii. Worker		per hour

Waste Disposal Prices over Cost of Removal:

	Description	Unit Price	Unit of Measure
1	Non-hazardous lead construction debris		per cubic yard
2	Hazardous lead construction debris		per cubic yard
3	Lead contaminated soil		per cubic yard

Pricing Scenarios:

Please provide quoted pricing for the following asbestos removal jobs in accordance with Attachment A, Asbestos Abatement Requirements. Show itemized price breakdown for each scenario; incorporating the unit prices listed above in Attachment C (please reference school drawing below on page 6).

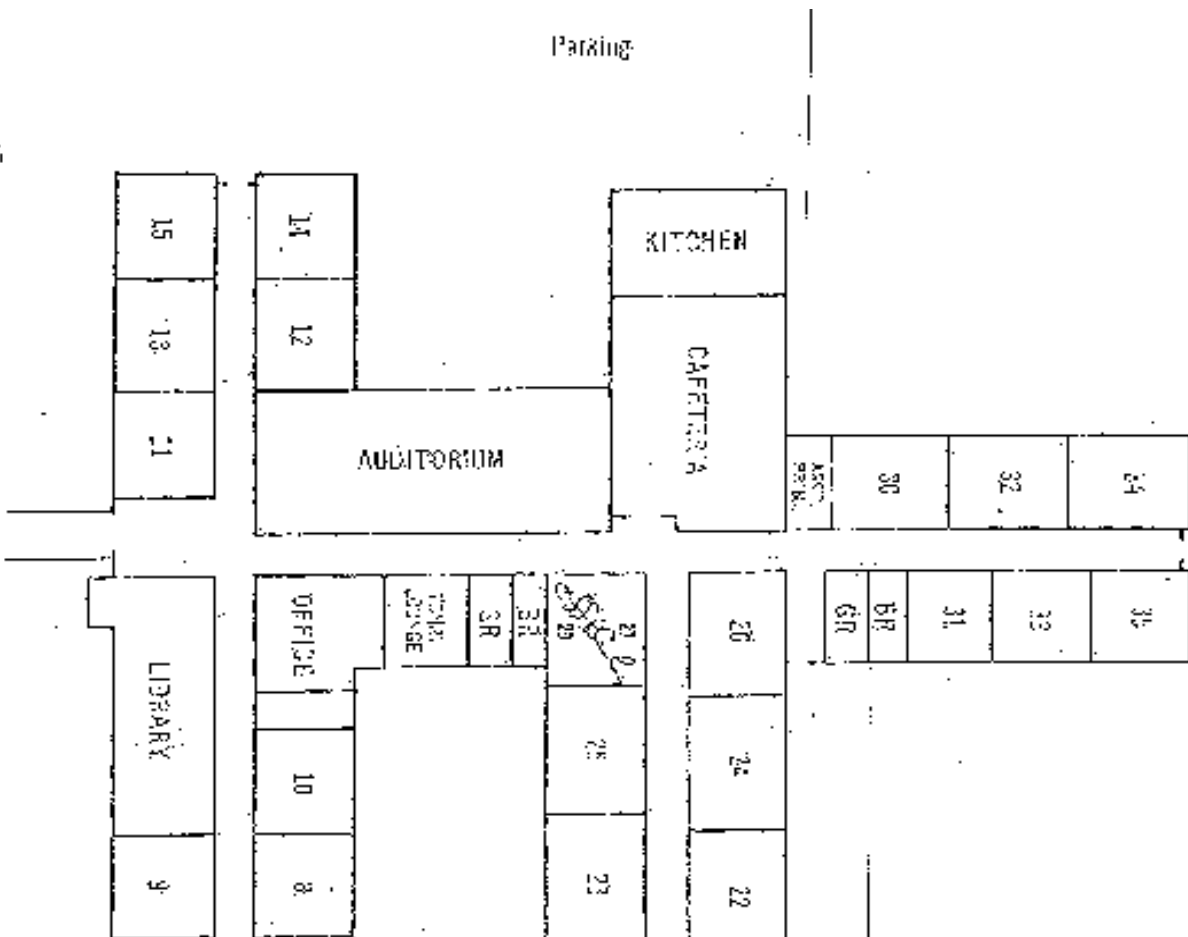
Scenario 1: Removal and disposal of approximately (11) eleven asbestos containing mudded fittings using glove-bag methods from a stage area in a school.			

Scenario 2: Removal and disposal of floor tile and mastic in Classrooms 1 through 10. Classrooms are 32'3" X 24'0" and the height to ceiling is 9'5". The hall outside of the classrooms is 175' X 8' and the height to the ceiling is 9'5". The flooring in the hall is terrazzo.			

Scenario 3: Removal and disposal of asbestos containing ceiling tile and decontaminate grid in Classroom areas. Classrooms are 35' X 25', the height to ceiling is 8', and the additional height to the roof deck is 4'. The ceiling tile in the halls and offices does not contain asbestos.

Scenario 4: Removal and disposal of (500) five-hundred asbestos containing mudded elbows, fittings and asbestos containing pipe saddles throughout the entire school.

School Drawing for Reference Only:



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ATTACHMENT D

DATA SHEET

(To be completed by Offeror. Use extra sheets and attachments as necessary to provide complete information).

OFFEROR REFERENCES: Please list below five (5) references for whom you have performed work similar to those specified in this RFP within the past five years.

CLIENT: _____
ADDRESS: _____
CONTACT PERSONS/PHONE # _____
APPROXIMATE DOLLAR VOLUME PER YEAR: _____
PROJECTS/DATES/DESCRIPTION: _____

CLIENT: _____
ADDRESS: _____
CONTACT PERSONS/PHONE # _____
APPROXIMATE DOLLAR VOLUME PER YEAR: _____
PROJECTS/DATES/DESCRIPTION: _____

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PROJECTS/DATES/DESCRIPTION: _____

CLIENT: _____

ADDRESS: _____

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APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____
