

## **AGREEMENT**

This Agreement, executed this 20th day of June 2014, by and between the Rector and Visitors of the University of Virginia, (the “University”) and Tri-State Utilities Company, Inc. (“Tri-State”).

## **TERM**

The term of this Agreement will be for three years effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions, for two additional two-year periods. Tri-State and the University will mutually agree at least 180 days prior to each renewal option whether to renew the terms of this Agreement.

## **WITNESS**

By its Request for Proposal (RFP) FM021914 for Sanitary Sewer/ Storm Water Piping Rehabilitation Services dated February 19, 2014, the University requested proposals from firms to provide Sanitary Sewer/ Storm Water Piping Rehabilitation Services (the “Goods and Services”) for large and/or small diameter piping systems. In response to the RFP, Tri-State submitted a written proposal dated March 21, 2014, and a letter responding to negotiations dated April 25, 2014. The parties, having negotiated concerning the Goods and Services wish to express in this Agreement the basis on which Tri-State will provide the Goods and Services to the University.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. Contents

These documents are hereby incorporated into this Agreement:

- A. The RFP dated February 19, 2014, including its Attachments 1, 2;
- B. Agreement Attachment 1, Contractual Provisions;

- C. Agreement Attachment 2, Procedure for Resolution of Contractual Claims;
- D. Tri-State's Proposal dated March 21, 2014; and
- E. Tri-State's response to negotiations with the University, consisting of a letter dated April 25, 2014 from Steven A. McSweeney (Tri-State) to Frank J. Messina (University).

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement, the RFP, Agreement Attachment 1, and Agreement Attachment 2 will prevail over all other Agreement documentation.

2. Specific Provisions

These specific provisions are restated here for clarification:

**Scope of Goods and Services**

- A. Tri-State will:
  - 1. Furnish all labor, materials, tools, equipment, supervision and incidentals necessary to rehabilitate large and/or small diameter piping systems utilizing cured-in-place pipe ("CIPP") rehabilitation methods.
  - 2. Perform preliminary closed circuit television ("CCTV") video inspections of existing sanitary sewer and storm water piping systems.
  - 3. Provide a preliminary assessment of the overall condition of a piping system. Assessments will include a CCTV video inspection report and written field report noting, but not limited to, pipe size, location, condition, flow, connection locations, bends, etc.
  - 4. Provide written proposals for any/ all desired piping system rehabilitation services.
  - 5. Thoroughly clean sanitary sewer and storm water piping systems scheduled to receive rehabilitation of all internal debris (such as, but not limited to, the removal of corrosion, debris, detritus, solids, roots, and/or other deposits, etc.) prior to commencing the rehabilitation of any piping system.

6. Open/ reinstate all existing active lateral connections after a liner has cured. Each reinstated connection will be rounded out to the diameter of the lateral pipe.
7. Perform post-construction/ rehabilitation CCTV video inspections of piping system sections receiving rehabilitation.
8. Provide a post-construction/ rehabilitation CCTV video inspection report, along with a written field report, noting, but not limited to, pipe size, location, lateral openings, and overall integrity of the rehabilitated piping system.
9. Ensure all equipment and materials utilized comply with all applicable codes, industry standards, and manufacturers' recommendations regarding the equipment and/or materials. The University will not be responsible for the loss or damage of Tri-State's equipment, materials, supplies and/or tools.
10. Provide Services in accordance with all applicable American Society for Testing and Materials ("ASTM") specifications and Hampton Roads Regional Construction Standards. The University reserves the right to utilize a third party testing agency (at its own expense) to inspect any/ all Services provided by Tri-State. Any/ all identified deficiencies will be corrected by Tri-State at the expense of Tri-State.
11. Ensure any/all precautions are taken to prevent damage to existing property, structures and/or equipment. Tri-State will immediately notify the University's designated representative ("University's DR") whenever damages occur while providing Services. All damages will be promptly repaired as directed by the University's DR and may be completed at the expense of Tri-State. Damages caused by Tri-States negligence or malfeasance will be repaired at no cost to the University.
12. Obtain parking permits from the University's Department of Parking and Transportation for all vehicles parked on University Grounds. Parking permits, tickets and/ or towing charges are the sole responsibility of Tri-

State. The University is not liable for any damage or expense resulting from illegally parked vehicles.

13. Warranty Labor/ Workmanship for two years from date of final acceptance by the University's DR. Material/Manufacturer warranty will be for one year from date of final acceptance.
14. Provide Post-CCTV Inspection Services one year following CIPP installation for 25% of all CIPP liners installed within the preceding calendar year. If defects are found, Tri-State will CCTV another 25% of the CIPP liners. The University reserves the right to select which liners receive Post-CCTV inspection services.

B. Fees:

1. Pricing includes any/all associated charges for project completion; no additional fees (such as, but not limited to, mobilization, travel, parking, lodging, meals, etc.) will be charged.
2. Pricing will remain fixed during the initial term of this Agreement. Thereafter, pricing may be adjusted for any renewal period and will not exceed the U.S. City Average of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), not seasonally adjusted, for the Washington – Baltimore, DC-MD-VA-WV Region, all items less food and energy, for the preceding twelve months for which statistics are available. Any rate increase requires prior approval of the University.
3. The following rates are firm for the initial term of this Agreement and include all related engineering and design costs;

**University of Virginia Sanitary Sewer / Storm Water Piping Rehabilitation Services**

1	Mobilization of Clean & TV crew, less than 5,000 LF, per work order	EA	\$1,850.00
2	Mobilization of Clean & TV crew, greater than 5,001 LF, per work order	EA	\$930.00
3	Mobilization of CIPP crew, less than 1,500 LF, per work order	EA	\$3,100.00
4	Mobilization of CIPP crew, greater than 1,501 LF, per work order	EA	\$1,200.00
5	Mobilization of CIPP Sectional Crew, per work order	EA	\$1,925.00
6	Mobilization of CIPP Lateral Lining crew, per work order	EA	\$1,925.00

**Sanitary Sewers**

*Light Cleaning & CCTV Inspection of Sanitary Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM. Light cleaning is limited to 3 passes of the cleaning head, no mechanical cutters for grease or roots. All CCTV Inspection NASSCO PACP Compliant*

7	Cleaning and CCTV of 4"/6" Sewer Laterals from the main up to 25'	EA	\$380.00
8	Cleaning and CCTV of 4"/6" Sewer Laterals beyond initial 25'	LF	\$5.75
9	Light Cleaning and CCTV of 6" Sewers	If	\$2.80
10	Light Cleaning and CCTV of 8"-10" Sewers	If	\$2.65
11	Light Cleaning and CCTV of 12"-15" Sewers	If	\$2.80
12	Light Cleaning and CCTV of 18" Sewers	If	\$3.10
13	Light Cleaning and CCTV of 21" Sewers	If	\$3.15
14	Light Cleaning and CCTV of 24" Sewers	If	\$3.25

*Heavy Cleaning of Sanitary Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM, unlimited passes of the cleaning head, mechanical cutters for removal of grease and roots. This rate is an add on to the light cleaning rate above, CCTV inspection will be performed upon completion as paid for in the light cleaning items.*

15	Heavy cleaning of 6"-10" Sewers	If	\$1.00
16	Heavy cleaning of 12"-15" Sewers	If	\$1.25
17	Heavy cleaning of 18-21" Sewers	If	\$1.75
18	Heavy cleaning of 24" Sewers	If	\$2.50

*Cured In Place Pipe (CIPP) Lining of Sanitary Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM, preparatory cleaning & CCTV just prior to liner installation, confirming active service connections and Post TV Inspection of completed work.*

19	6" x 4.5 mm CIPP liners	If	\$31.75
20	8" x 4.5 mm CIPP liners	If	\$31.00
21	8" x 6.0 mm CIPP liners	If	\$33.00
22	10" x 6.0 mm CIPP liners	If	\$33.00
23	12" x 7.5 mm CIPP liners	If	\$43.00
24	15" x 7.5 mm CIPP liners	If	\$47.00
25	15" x 9.0 mm CIPP liners	If	\$51.00
26	18" x 9.0 mm CIPP liners	If	\$65.00
27	21" x 9.0 mm CIPP liners	If	\$70.00
28	24" x 9.0 mm CIPP liners	If	\$83.00
29	24" x 10.5 mm CIPP liners	If	\$88.00

<b>Cured In Place Sectional Lining of Sanitary Sewer mains, includes residential traffic control and bypass pumping up to 300 GPM, preparatory cleaning &amp; CCTV just prior to liner installation, Post TV Inspection of completed work. Limited to 6" - 15" sewer mains and 4 LF lengths.</b>			
30	6" Diameter, 4 LF	EA	\$2,340.00
31	8" Diameter, 4 LF	EA	\$2,470.00
32	10" Diameter, 4 LF	EA	\$2,550.00
33	12" Diameter, 4 LF	EA	\$3,050.00
34	15" Diameter, 4 LF	EA	\$3,580.00
<b>Cured In Place Pipe (CIPP) Lining of Sanitary Sewer Laterals from the main, includes residential traffic control and bypass pumping up to 300 GPM, preparatory cleaning &amp; CCTV just prior to liner installation, service connection seal at the main and 2' of lateral liner, Post TV Inspection of completed work. Limited to 8" - 12" sewer mains and 4" and 6" sewer laterals.</b>			
35	Service Connection Seal + Lateral Liner, up to 2 LF	EA	\$2,790.00
36	Additional 4" / 6" Lateral liner beyond initial 2 LF	LF	\$72.00
<b>Manhole Rehabilitation. Includes Cementitious Lining using MS-1000 with ConShield, 1/2 inch finished thickness, preparatory cleaning, non easement location and residential traffic control</b>			
<b>Type A: Application of 1/2 inch MS-1000 Cementitious liner with ConShield</b>			
37	Type A: 48" diameter manhole rehabilitation	VF	\$174.00
38	Type A: 60" diameter manhole rehabilitation	VF	\$222.00
<b>Type B: Application of Epoxy coating over cementitious liner, includes walls and benches and 1/2 inch cementitious MS-1000 liner with ConShield</b>			
39	Type B: 48" diameter manhole rehabilitation	VF	\$390.00
40	Type B: 60" diameter manhole rehabilitation	VF	\$516.00
<b>Additional Manhole Rehabilitation Services</b>			
41	Rebuild manhole bench and invert	EA	\$510.00
42	Crete Chimney Seals, rubber / mechanical band	EA	\$426.00
43	Crete Chimney Seals green heat shrunk	EA	\$390.00
44	Step Replacement	EA	\$65.00
45	Vacuum Testing of manhole after rehabilitation	EA	\$390.00
<b>Storm Sewers</b>			
<b>Light Cleaning &amp; CCTV Inspection of Storm Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM. Light cleaning is limited to 3 passes of the cleaning head, no mechanical cutters for roots. All CCTV Inspections NASSCO PACP Compliant</b>			
46	Light Cleaning and CCTV of 8"-10" Storm Sewers	lf	\$3.00
47	Light Cleaning and CCTV of 12"-15" Storm Sewers	lf	\$3.50
48	Light Cleaning and CCTV of 18" Storm Sewers	lf	\$3.50
49	Light Cleaning and CCTV of 21" Storm Sewers	lf	\$4.00
50	Light Cleaning and CCTV of 24" Storm Sewers	lf	\$4.50
51	Light Cleaning and CCTV of 27" Storm Sewers	lf	\$4.50
52	Light Cleaning and CCTV of 30" Storm Sewers	lf	\$5.25
53	Light Cleaning and CCTV of 36" Storm Sewers	lf	\$5.50
54	Light Cleaning and CCTV of 42" Storm Sewers	lf	\$7.50
55	Light Cleaning and CCTV of 48" Storm Sewers	lf	\$9.00
<b>Heavy Cleaning of Storm Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM, unlimited passes of the cleaning head, mechanical cutters for removal of roots. This rate is an add on to the light cleaning rate above, CCTV inspection will be performed upon completion as paid for in the light cleaning items.</b>			
56	Heavy cleaning of 8"-10" Storm Sewers	lf	\$0.75
57	Heavy cleaning of 12"-15" Storm Sewers	lf	\$1.50
58	Heavy cleaning of 18"-21" Storm Sewers	lf	\$2.00
59	Heavy cleaning of 24"-27" Storm Sewers	lf	\$3.00
60	Heavy cleaning of 30" Storm Sewers	lf	\$4.00
61	Heavy cleaning of 36" Storm Sewers	lf	\$4.75
62	Heavy cleaning of 42" Storm Sewers	lf	\$6.50
63	Heavy cleaning of 48" Storm Sewers	lf	\$8.00
<b>CCTV Inspection of larger diameter Storm Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM. This service is to inspect pipes greater than 48" diameter for purposes of inventory, cleanliness and structural condition.</b>			
64	CCTV Inspection of large diameter pipes and conduits	LF	\$1.55

<b>Cured In Place Pipe (CIPP) lining of Storm Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM, preparatory cleaning &amp; CCTV just prior to liner installation and Post TV Inspection of completed work. Removal and Replacement of frame &amp; cover to install liners which are larger in diameter than the frame &amp; cover opening not included. This work will be necessary but cannot be priced without viewing the existing site conditions. Tri-State can line pipes larger than 48" diameter however to offer the best price for the University each site must be priced individually.</b>			
65	8" x 4.5 mm CIPP liners	If	\$37.00
66	8" x 6.0 mm CIPP liners	If	\$34.00
67	10" x 6.0 mm CIPP liners	If	\$38.00
68	12" x 7.5 mm CIPP liners	If	\$49.00
69	15" x 7.5 mm CIPP liners	If	\$57.00
70	15" x 9.0 mm CIPP liners	If	\$61.00
71	18" x 9.0 mm CIPP liners	If	\$75.00
72	21" x 9.0 mm CIPP liners	If	\$81.00
73	24" x 9.0 mm CIPP liners	If	\$88.00
74	24" x 10.5 mm CIPP liners	If	\$97.00
75	27" x 15.0 mm CIPP liners	If	\$125.00
76	30" x 16.5 mm CIPP liners	If	\$154.00
77	36" x 16.5 mm CIPP liners	If	\$171.00
78	42" x 22.5 mm CIPP liners	If	\$254.00
79	48" x 24 mm CIPP liners	If	\$292.00
<b>Common Items</b>			
80	Internally Reinstall Active Service Connections after lining	EA	\$120.00
81	Third Party Testing of CIPP Samples; includes flexural modulus of elasticity, thickness and flexural strength	EA	\$310.00
82	Professional Engineer to review CCTV, provide rehabilitation recommendations	HR	\$91.00
83	Bypass pumping greater than 300 GPM (4" pump) prices to be solicited by two or more bypass firms and passed along to UVA	LS	\$0.00
84	Crash Attenuator truck with operator	DY	\$750.00
85	Arrowboard with 150 cones and assorted signs	DY	\$225.00
86	Flag persons for traffic control (VDOT Certified)	HR	\$18.00
87	Manhole / Catch basin Inspections, MACP Compliant	EA	\$95.00

**Pricing Notes:**

- Unit Legend:

LS = Lump Sum	DY = Day
HR = Hourly	EA = Each
VF = Vertical Foot	Lf or IF = Linear Foot

- The above pricing is balanced and dependent upon each other for complete rehabilitation projects. For example, if Pre-Cleaning and CCTV inspections were deleted from the scope of goods and services of a project, price adjustments are permitted for any individually selected services. Tri-State will provide proposals with line item pricing for all requested piping system rehabilitation services.

**F. Invoicing**

Tri-State will submit one original invoice referencing the correct purchase order number to the University's Accounts Payable Division at this address:

University of Virginia  
Facilities Management  
Accounting Operations  
P. O. Box 400726  
Charlottesville, Virginia 22904-4726  
[Fm-finance-invoices@list.mail.virginia.edu](mailto:Fm-finance-invoices@list.mail.virginia.edu)

G. Contract Administrator

The individual named below will serve as the Contract Administrator and will be the point of contact at the University for day-to-day operations under this Agreement. The Contract Administrator cannot approve amendments or price changes to this Agreement. Tri-State will channel all communications through:

Cameron Ratliff  
Utility Systems Distribution Manager  
Facilities Management Department  
University of Virginia  
PO Box 400726  
Charlottesville, Virginia 22904-4726  
Phone: 982-1090  
[cdr5z@virginia.edu](mailto:cdr5z@virginia.edu)

Tri-State will not make any commitments or comments, or actions on behalf of the University without the explicit direction of the Contract Administrator. The University reserves the right to change its Contract Administrator, upon notice to Tri-State.

H. Ordering Procedures

The University does not place verbal orders for the Goods and Services. The University may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of Tri-State's provision of the Goods and Services. Accordingly, at the University's request, Tri-State will issue a proposal/quotation listing the Goods and Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by Tri-State

unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize Tri-State to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If Tri-State provides Goods and Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

**ACCEPTANCE**

**For the Rector and Visitors  
of the University of Virginia**



Eric N. Denby 5  
2014.06.20  
09:12:46 -04'00'

Eric N. Denby, Director  
Procurement and Supplier Diversity Services

6-20-14

Date

**For Tri-State Utilities Company, Inc.**

Steven A. McSweeney  
President

6-19-14

Date

PO# 1492370

**Attachment 1**  
**Contractual Provisions**

A. Nondiscrimination

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

B. Conflict of Interests

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

C. Assignment

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

D. Amendments

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

E. Notices

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

If to the University:

Eric N. Denby  
Director of Procurement and Supplier Diversity Services  
University of Virginia  
Carruthers Hall  
1001 North Emmet Street  
P.O. Box 400202  
Charlottesville, Virginia 22904-4202  
Fax: (434) 924-6154

If to Tri-State:

Steven A. McSweeney  
President  
Tri-State Utilities Company, Inc.  
2111 Smith Avenue  
Chesapeake, Virginia 23330  
Fax: (757) 366-5150

F. Independent Contractor

Tri-State is not an employee of the University, but is engaged as an independent contractor. Tri-State will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to Tri-State's performance of this Agreement. Nothing in this Agreement will be construed as authority for Tri-State to make commitments which will bind the University,

or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

G. Workers' Compensation and Employers' Liability

Tri-State will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace

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

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

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

I. Information Technology Access

All electronic and information technology procured through this Agreement must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>.

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

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

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

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

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind

or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, this Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Tri-State (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. Tri-State warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from the RFP and will have full ownership and beneficial use free and clear of claims of any nature by any third party including without limitation copyright infringement claims. Tri-State will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

K. eVA Business To Government Registration

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

L. eVA Transaction Fee

Tri-State agrees that it is a registered eVA vendor and subject to an eVA transaction fee, for which Tri-State will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at [www.eva.virginia.gov](http://www.eva.virginia.gov).

M. Contractor License Requirements

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

License # 2701-037816 Type A

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

N. Goods and Services

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

O. Waiver

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

P. Indemnification

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

Q. Governing Law

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

R. Termination

If Tri-State fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time,

not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to Tri-State.

S. Non-Appropriation

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

T. Right of Audit

The University reserves the right to audit or cause to be audited Tri-State's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. Tri-State will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that Tri-State perform self-audits within reasonable parameters established by the University.

U. Contractual Claims

This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 2: Procedure for Resolution of Contractual Claims.

V. Insurance

Listed below is the insurance Tri-State must maintain under any Agreement resulting from this RFP. In no event should Tri-State construe these minimum required limits to be its limit of liability to the University. Tri-State will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until Tri-State satisfies the insurance requirements of the University. Tri-

State may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by Tri-State.

Commercial General Liability:

Tri-State and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence and a \$3,000,000 aggregate with coverage for the following:

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

Automobile Insurance:

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

{X}	Any Automobile	{X}	Owned and Non-Owned Automobiles
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Umbrella/Excess Liability:

Tri-State and any Subcontractor will maintain excess liability coverage of at least \$2,000,000 per occurrence that provides coverage uniform with the underlying Commercial General Liability insurance.

Workers' Compensation

Tri-State and any Subcontractor will maintain workers' compensation insurance on all employees that complies with the Workers' Compensation Act of Virginia and such policy of insurance will also provide for employers liability coverage with limits of not less than \$500,000.

\*Additional Insured:

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

W. Cooperative Purchasing / Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by Tri-State.

Participation in this cooperative procurement is strictly voluntary. If authorized by Tri-State, the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with Tri-State and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. No modification of the Agreement or execution of a separate agreement is required to participate; however, the participating entity and Tri-State may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and Tri-State.

Tri-State will notify the University in writing of any such entities accessing the Agreement. Tri-State will provide semi-annual usage reports for all entities accessing the Agreement. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by Tri-State to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

X. Favored Nations

Tri-State represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by Tri-State to any present customer.

Y. The University's Authorized Representatives

The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Tri-State by the University's Director of Procurement and Supplier Diversity Services.

Z. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Its Vendors" and any subsequent revisions, which is available on Procurement and Supplier Diversity Service's web site at: <https://vascupp.org/hem.pdf>

AA. Small, Disadvantaged, Women-owned and Minority (SWAM) Business Reporting

Tri-State will identify and fairly consider small, disadvantaged, woman-owned or minority firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under this Agreement. Tri-State will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Tri-State will submit the quarterly SWAM business reports to:

Lorie Strother  
SWAM Contract Administrator  
Procurement and Supplier Diversity Services  
E-mail: [ljs8n@virginia.edu](mailto:ljs8n@virginia.edu)

The quarterly SWAM business reports will contain this information:

- SWAM firms' name, address and phone number with which Tri-State has contracted over the specified quarterly period.

- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University's account.

BB. Unauthorized Alien Use.

Tri-State warrants that it does not knowingly employ an "unauthorized alien," as such term is defined in the federal Immigration Reform and Control Act of 1986. Tri-State furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

CC. Future Goods and Services

The University reserves the right to have Tri-State provide additional goods and/or services under the same pricing, terms, and condition. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

DD. Payment Terms

Tri-State currently receives payments via Bank of America's (BOA's) Paymode method of electronic payment. Tri-State will remain enrolled in one of the University approved methods for receipt of electronic payments and continue to offer a 2% 20/ Net 30 cash discount for early payment of invoices for the duration of this Agreement. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

**Attachment 2**  
**Procedure for Resolution of Contractual Claims**

The Virginia Acts of Assembly of 2006, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

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

- A. Tri-State must provide the written claim to:  
Assistant Director of Procurement and Supplier Diversity Services  
University of Virginia  
1001 North Emmet Street  
P. O. Box 400202  
Charlottesville, Virginia 22904-4202
  
- B. Although Tri-State may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, Tri-State must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.
  
- C. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Tri-State. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact Tri-State and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and Tri-State mutually agree.

D. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to Tri-State within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. Tri-State may appeal the decision to:

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

by providing a written statement explaining the basis of the appeal, within 15 days after Tri-State's receipt of the decision.

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

G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to Tri-State within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

**From:** [John Saintsing](#)  
**To:** [Torre, Frank](#)  
**Subject:** CIPP Contract  
**Date:** Thursday, November 7, 2019 9:23:59 AM  
**Attachments:** [UVA RFP \(Original\).pdf](#)  
[UVA Contract \(Original\).pdf](#)  
[UVA Renewal Letter and Unit Prices 2019.pdf](#)  
[UVA Bid Tab 2019 Renewal.pdf](#)

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Frank,

Thank you for taking the time to meet with me yesterday. I have attached 4 different documents. Please let me know if you have any questions. Once you have the Scope of Work finalized, we will put together a formal proposal to complete the work.  
(the maps you provided will be a tremendous help)

I look forward to working with you.



**John P. Saintsing** | Business Development Manager  
**Tri-State Utilities** | 2111 Smith Ave. | Chesapeake, VA 23320  
1570A Brookford Industrial Park Dr. | Kernersville, NC 27284  
T: 757.366.9505 | D: 757.800.1710 | C:  
757.615.7776 | w: [tristateutilities.com](http://tristateutilities.com)  
E: [johns@tristateutilities.com](mailto:johns@tristateutilities.com)

<b>University of Virginia Sanitary Sewer / Storm Water Piping Rehabilitation Services</b>			
1	Mobilization of Clean & TV crew, less than 5,000 LF, per work order	EA	\$1,919.08
2	Mobilization of Clean & TV crew, greater than 5,001 LF, per work order	EA	\$964.73
3	Mobilization of CIPP crew, less than 1,500 LF, per work order	EA	\$3,215.75
4	Mobilization of CIPP crew, greater than 1,501 LF, per work order	EA	\$1,244.81
5	Mobilization of CIPP Sectional Crew, per work order	EA	\$1,996.88
6	Mobilization of CIPP Lateral Lining crew, per work order	EA	\$1,996.88
<b>Sanitary Sewers</b>			
<i>Light Cleaning &amp; CCTV Inspection of Sanitary Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM. Light cleaning is limited to 3 passes of the cleaning head, no mechanical cutters for grease or roots. All CCTV Inspection NASSCO PACP Compliant</i>			
7	Cleaning and CCTV of 4"/6" Sewer Laterals from the main up to 25'	EA	\$404.56
8	Cleaning and CCTV of 4"/6" Sewer Laterals beyond initial 25'	LF	\$5.97
9	Light Cleaning and CCTV of 6" Sewers	If	\$2.91
10	Light Cleaning and CCTV of 8"-10" Sewers	If	\$2.75
11	Light Cleaning and CCTV of 12"-15" Sewers	If	\$2.91
12	Light Cleaning and CCTV of 18" Sewers	If	\$3.21
13	Light Cleaning and CCTV of 21" Sewers	If	\$3.26
14	Light Cleaning and CCTV of 24" Sewers	If	\$3.38
<i>Heavy Cleaning of Sanitary Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM, unlimited passes of the cleaning head, mechanical cutters for removal of grease and roots. This rate is an add on to the light cleaning rate above, CCTV inspection will be performed upon completion as paid for in the light cleaning items.</i>			
15	Heavy cleaning of 6"-10" Sewers	If	\$1.04
16	Heavy cleaning of 12"-15" Sewers	If	\$1.30
17	Heavy cleaning of 18-21" Sewers	If	\$1.82
18	Heavy cleaning of 24" Sewers	If	\$2.59
<i>Cured In Place Pipe (CIPP) lining of Sanitary Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM, preparatory cleaning &amp; CCTV just prior to liner installation, confirming active service connections and Post TV Inspection of completed work.</i>			
19	6" x 4.5 mm CIPP liners	If	\$32.94
20	8" x 4.5 mm CIPP liners	If	\$32.16
21	8" x 6.0 mm CIPP liners	If	\$34.23
22	10" x 6.0 mm CIPP liners	If	\$34.23
23	12" x 7.5 mm CIPP liners	If	\$44.60
24	15" x 7.5 mm CIPP liners	If	\$48.76
25	15" x 9.0 mm CIPP liners	If	\$52.91
26	18" x 9.0 mm CIPP liners	If	\$67.43
27	21" x 9.0 mm CIPP liners	If	\$72.61
28	24" x 9.0 mm CIPP liners	If	\$86.10
29	24" x 10.5 mm CIPP liners	If	\$91.29

<i>Cured In Place Sectional lining of Sanitary Sewer mains, includes residential traffic control and bypass pumping up to 300 GPM, preparatory cleaning &amp; CCTV just prior to liner installation, Post TV Inspection of completed work. Limited to 6" - 15" sewer mains and 4 LF lengths.</i>			
30	6" Diameter, 4 LF	EA	\$2,427.38
31	8" Diameter, 4 LF	EA	\$2,562.23
32	10" Diameter, 4 LF	EA	\$2,645.22
33	12" Diameter, 4 LF	EA	\$3,163.89
34	15" Diameter, 4 LF	EA	\$3,713.68
<i>Cured In Place Pipe (CIPP) lining of Sanitary Sewer Laterals from the main, includes residential traffic control and bypass pumping up to 300 GPM, preparatory cleaning &amp; CCTV just prior to liner installation, service connection seal at the main and 2' of lateral liner, Post TV Inspection of completed work. Limited to 8" - 12" sewer mains and 4" and 6" sewer laterals.</i>			
35	Service Connection Seal + Lateral Liner, up to 2 LF	EA	\$2,894.18
36	Additional 4" / 6" Lateral liner beyond initial 2 LF	LF	\$74.68
<i>Manhole Rehabilitation. Includes Cementitious Lining using MS-1000 with ConSheild, 1/2 inch finished thickness, preparatory cleaning, non easement location and residential traffic control</i>			
	<i>Type A: Application of 1/2 inch MS-1000 Cementitious liner with ConSheild</i>		\$0.00
37	Type A: 48" diameter manhole rehabilitation	VF	\$180.50
38	Type A: 60" diameter manhole rehabilitation	VF	\$230.29
	<i>Type B: Application of Epoxy coating over cementitious liner, includes walls and benches and 1/2 inch cementitious MS-1000 liner with ConSheild</i>		\$0.00
39	Type B: 48" diameter manhole rehabilitation	VF	\$404.56
40	Type B: 60" diameter manhole rehabilitation	VF	\$535.27
	<i>Additional Manhole Rehabilitation Services</i>		\$0.00
41	Rebuild manhole bench and invert	EA	\$529.04
42	Cretex Chimney Seals, rubber / mechanical band	EA	\$441.90
43	Cretex Chimney Seals green heat shrunk	EA	\$404.56
44	Step Replacement	EA	\$67.43
45	Vacuum Testing of manhole after rehabilitation	EA	\$404.56
<b>Storm Sewers</b>			
<i>Light Cleaning &amp; CCTV Inspection of Storm Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM. Light cleaning is limited to 3 passes of the cleaning head, no mechanical cutters for roots. All CCTV Inspections NASSCO PACP Compliant</i>			
46	Light Cleaning and CCTV of 8"-10" Storm Sewers	If	\$3.11
47	Light Cleaning and CCTV of 12"-15" Storm Sewers	If	\$3.63
48	Light Cleaning and CCTV of 18" Storm Sewers	If	\$3.63
49	Light Cleaning and CCTV of 21" Storm Sewers	If	\$4.15
50	Light Cleaning and CCTV of 24" Storm Sewers	If	\$4.67
51	Light Cleaning and CCTV of 27" Storm Sewers	If	\$4.67
52	Light Cleaning and CCTV of 30" Storm Sewers	If	\$5.45
53	Light Cleaning and CCTV of 36" Storm Sewers	If	\$5.70
54	Light Cleaning and CCTV of 42" Storm Sewers	If	\$7.78
55	Light Cleaning and CCTV of 48" Storm Sewers	If	\$9.33
<i>Heavy Cleaning of Storm Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM, unlimited passes of the cleaning head, mechanical cutters for removal of roots. This rate is an add on to the light cleaning rate above, CCTV inspection will be performed upon completion as paid for in the light cleaning items.</i>			
56	Heavy cleaning of 8"-10" Storm Sewers	If	\$0.78
57	Heavy cleaning of 12"-15" Storm Sewers	If	\$1.56
58	Heavy cleaning of 18"-21" Storm Sewers	If	\$2.07
59	Heavy cleaning of 24"-27" Storm Sewers	If	\$3.11
60	Heavy cleaning of 30" Storm Sewers	If	\$4.15
61	Heavy cleaning of 36" Storm Sewers	If	\$4.93
62	Heavy cleaning of 42" Storm Sewers	If	\$6.74
63	Heavy cleaning of 48" Storm Sewers	If	\$8.30
<i>CCTV Inspection of larger diameter Storm Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM. This service is it inspect pipes greater than 48" diameter for purposes of inventory, cleanliness and structural condition.</i>			
64	CCTV Inspection of large diameter pipes and conduits	LF	\$1.61

*Cured In Place Pipe (CIPP) lining of Storm Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM, preparatory cleaning & CCTV just prior to liner installation and Post TV Inspection of completed work. Removal and Replacement of frame & cover to install liners which are larger in diameter than the frame & cover opening not included. This work will be necessary but cannot be priced without viewing the existing site conditions. Tri-State can line pipes larger than 48" diameter however to offer the best price for the University each site must be priced individually.*

65	8" x 4.5 mm CIPP liners	If	\$38.38
66	8" x 6.0 mm CIPP liners	If	\$35.27
67	10" x 6.0 mm CIPP liners	If	\$39.42
68	12" x 7.5 mm CIPP liners	If	\$50.83
69	15" x 7.5 mm CIPP liners	If	\$59.13
70	15" x 9.0 mm CIPP liners	If	\$63.29
71	18" x 9.0 mm CIPP liners	If	\$77.81
72	21" x 9.0 mm CIPP liners	If	\$84.03
73	24" x 9.0 mm CIPP liners	If	\$91.29
74	24" x 10.5 mm CIPP liners	If	\$100.62
75	27" x 15.0 mm CIPP liners	If	\$129.67
76	30" x 16.5 mm CIPP liners	If	\$159.75
77	36" x 16.5 mm CIPP liners	If	\$177.39
78	42" x 22.5 mm CIPP liners	If	\$263.49
79	48" x 24 mm CIPP liners	If	\$302.90
<b>Common Items</b>			
80	Internally Reinstall Active Service Connections after lining	EA	\$124.48
81	Third Party Testing of CIPP Samples; includes flexural modulus of elasticity, thickness and flexural strength	EA	\$321.58
82	Professional Engineer to review CCTV, provide rehabilitation recommendations	HR	\$94.40
83	Bypass pumping greater than 300 GPM (4" pump) prices to be solicited by two or more bypass firms, passed along to UVA at cost plus 10%	LS	\$0.00
84	Crash Attenuator truck with operator	DY	\$778.00
85	Arrowboard with 150 cones and assorted signs	DY	\$233.41
86	Flag persons for traffic control (VDOT Certified)	HR	\$18.68
87	Manhole / Catch basin Inspections, MACP Compliant	EA	\$98.55

- Tri-State Utilities offers a prompt payment discount of 2% net 20.
- Tri-State Utilities will need to negotiate the unit prices prior to each years renewal. If an increase would be needed it would not exceed the CPI as published.
- The Pipe Cleaning and Inspection will be completed as specified in Sections 810 & 811 except where changes are made on this document.
- The CIPP Lining will be installed as specified in ASTM 1216 and Section 813 except where changes are made in this document. Excluded from 813 are the use of LMK Insignia End seals. Tri-State will use hydrophilic end seals manufactured by others. The one year warranty inspection in section 813 is also deleted.
- Please note, some of the specification changes are contained in the grey shaded areas above as well as in these notes.
- Manhole rehabilitation, CIP Sectional Liners and Lateral Liners will be installed in compliance with the attached specifications provided by those subcontractors.
- The prices above are balanced and dependent upon each other. i.e. If the Pre Cleaning & CCTV Inspection are issued to another contractor TSU would need a price adjustment to perform the lining so as to receive compensation for measuring all diameters and lengths for the manufacture of liners.

**AMENDMENT 002**

**Agreement Between**

**The Rector and Visitors of the University of Virginia**

**and**

**Tri-State Utilities Company, Inc.**

The Rector and Visitors of the University of Virginia, ("the University") and Tri-State Utilities, LLC, formerly Tri-State Utilities Company, Inc., ("Tri-State") are amending the Agreement dated June 20, 2014 whereby Tri-State contracted to provide Sanitary Sewer/Storm Water Piping Rehabilitation Services for large and/or small diameter piping systems.

**Provisions**

This provision will be added and updated effective June 21, 2019 as follows:

**Term**

The University and Tri-State mutually agree to renew the Agreement for an additional two-year period. The period of performance will be June 21, 2019 through June 20, 2021. There are no remaining renewal options available for the Agreement dated June 20, 2014.

**Specific Provisions**

These specific provisions will be added and updated effective June 21, 2019 as follows:

Delete Section 2., Specific Provisions, Scope of Goods and Services, Item B., Fees, #3.

In Section 2., Specific Provisions, Scope of Goods and Services, Item B., Fees, #3, change section to read:

3. The following rates are firm for the term of this Amendment and include all related engineering and design costs;

University of Virginia Sanitary Sewer / Storm Water Piping Rehabilitation Services			
1	Mobilization of Clean & TV crew, less than 5,000 LF, per work order	EA	\$1,919.00
2	Mobilization of Clean & TV crew, greater than 5,001 LF, per work order	EA	\$964.73
3	Mobilization of CIPP crew, less than 1,500 LF, per work order	EA	\$3,215.75
4	Mobilization of CIPP crew, greater than 1,501 LF, per work order	EA	\$1,244.61
5	Mobilization of CIPP Sectional Crew, per work order	EA	\$1,996.88
6	Mobilization of CIPP Lateral Lining crew, per work order	EA	\$1,996.88
<b>Sanitary Sewers</b>			
<i>Light Cleaning &amp; CCTV Inspection of Sanitary Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM. Light cleaning is limited to 3 passes of the cleaning head, no mechanical cutters for grease or roots. All CCTV Inspection NASSCO PAGP Compliant</i>			
7	Cleaning and CCTV of 4"6" Sewer Laterals from the main up to 25'	EA	\$404.56
8	Cleaning and CCTV of 4"6" Sewer Laterals beyond initial 25'	LF	\$6.97
9	Light Cleaning and CCTV of 6" Sewers	lf	\$2.91
10	Light Cleaning and CCTV of 8"-10" Sewers	lf	\$2.75
11	Light Cleaning and CCTV of 12"-15" Sewers	lf	\$2.91
12	Light Cleaning and CCTV of 18" Sewers	lf	\$3.21
13	Light Cleaning and CCTV of 21" Sewers	lf	\$3.25
14	Light Cleaning and CCTV of 24" Sewers	lf	\$3.38
<i>Heavy Cleaning of Sanitary Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM, unlimited passes of the cleaning head, mechanical cutters for removal of grease and roots. This rate is an add on to the light cleaning rate above, CCTV inspection will be performed upon completion as paid for in the light cleaning items.</i>			
15	Heavy cleaning of 6"-10" Sewers	lf	\$1.04
16	Heavy cleaning of 12"-15" Sewers	lf	\$1.20
17	Heavy cleaning of 18"-21" Sewers	lf	\$1.82
18	Heavy cleaning of 24" Sewers	lf	\$2.59
<i>Cured In Place Pipe (CIPP) lining of Sanitary Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM, preparatory cleaning &amp; CCTV just prior to liner installation, confirming active service connections and Post TV Inspection of completed work.</i>			
19	6" x 4.5 mm CIPP liners	lf	\$32.54
20	8" x 4.5 mm CIPP liners	lf	\$32.16
21	8" x 6.0 mm CIPP liners	lf	\$34.23
22	10" x 6.0 mm CIPP liners	lf	\$34.23
23	12" x 7.5 mm CIPP liners	lf	\$44.68
24	15" x 7.5 mm CIPP liners	lf	\$48.76
25	15" x 9.0 mm CIPP liners	lf	\$52.91
26	18" x 9.0 mm CIPP liners	lf	\$67.43
27	21" x 9.0 mm CIPP liners	lf	\$72.61
28	24" x 9.0 mm CIPP liners	lf	\$86.10
29	24" x 10.5 mm CIPP liners	lf	\$91.29

<b>Cured In Place Sectional lining of Sanitary Sewer mains, includes residential traffic control and bypass pumping up to 300 GPM, preparatory cleaning &amp; CCTV just prior to liner installation, Post TV Inspection of completed work. Limited to 6" - 15" sewer mains and 4 LF lengths.</b>			
30	6" Diameter, 4 LF	EA	\$2,427.38
31	8" Diameter, 4 LF	EA	\$2,562.23
32	10" Diameter, 4 LF	EA	\$2,645.22
33	12" Diameter, 4 LF	EA	\$3,163.89
34	15" Diameter, 4 LF	EA	\$3,713.85
<b>Cured In Place Pipe (CIPP) lining of Sanitary Sewer Laterals from the main, includes residential traffic control and bypass pumping up to 300 GPM, preparatory cleaning &amp; CCTV just prior to liner installation, service connection seal at the main and 2' of lateral liner, Post TV Inspection of completed work. Limited to 8" - 12" sewer mains and 4" and 6" sewer laterals.</b>			
35	Service Connection Seal + Lateral Liner, up to 2 LF	EA	\$2,894.18
36	Additional 4" / 6" Lateral liner beyond initial 2 LF	LF	\$74.66
<b>Manhole Rehabilitation. Includes Cementitious Lining using MS-1000 with ConShield, 1/2 inch finished thickness, preparatory cleaning, non easement location and residential traffic control</b>			
	Type A: Application of 1/2 inch MS-1000 Cementitious liner with ConShield		\$0.00
37	Type A: 48" diameter manhole rehabilitation	VF	\$180.50
38	Type A: 60" diameter manhole rehabilitation	VF	\$230.29
	Type B: Application of Epoxy coating over cementitious liner, includes walls and benches and 1/2 inch cementitious MS-1000 liner with ConShield		\$0.00
39	Type B: 48" diameter manhole rehabilitation	VF	\$404.56
40	Type B: 60" diameter manhole rehabilitation	VF	\$535.27
	<b>Additional Manhole Rehabilitation Services</b>		\$0.00
41	Rebuild manhole bench and invert	EA	\$529.04
42	Cretek Chimney Seals, rubber / mechanical band	EA	\$441.90
43	Cretek Chimney Seals green heat shrunk	EA	\$424.56
44	Step Replacement	EA	\$67.43
45	Vacuum Testing of manhole after rehabilitation	EA	\$484.56
<b>Storm Sewers</b>			
<b>Light Cleaning &amp; CCTV Inspection of Storm Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM. Light cleaning is limited to 3 passes of the cleaning head, no mechanical cutters for roots. All CCTV inspections NASSCO PACP Compliant</b>			
46	Light Cleaning and CCTV of 8"-10" Storm Sewers	lf	\$3.11
47	Light Cleaning and CCTV of 12"-15" Storm Sewers	lf	\$3.63
48	Light Cleaning and CCTV of 18" Storm Sewers	lf	\$3.63
49	Light Cleaning and CCTV of 21" Storm Sewers	lf	\$4.15
50	Light Cleaning and CCTV of 24" Storm Sewers	lf	\$4.67
51	Light Cleaning and CCTV of 27" Storm Sewers	lf	\$4.67
52	Light Cleaning and CCTV of 30" Storm Sewers	lf	\$5.45
53	Light Cleaning and CCTV of 36" Storm Sewers	lf	\$5.70
54	Light Cleaning and CCTV of 42" Storm Sewers	lf	\$7.78
55	Light Cleaning and CCTV of 48" Storm Sewers	lf	\$9.33
<b>Heavy Cleaning of Storm Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM, unlimited passes of the cleaning head, mechanical cutters for removal of roots. This rate is an add on to the light cleaning rate above, CCTV inspection will be performed upon completion as paid for in the light cleaning items.</b>			
56	Heavy cleaning of 8"-10" Storm Sewers	lf	\$0.78
57	Heavy cleaning of 12"-15" Storm Sewers	lf	\$1.56
58	Heavy cleaning of 18"-21" Storm Sewers	lf	\$2.07
59	Heavy cleaning of 24"-27" Storm Sewers	lf	\$3.11
60	Heavy cleaning of 30" Storm Sewers	lf	\$4.15
61	Heavy cleaning of 36" Storm Sewers	lf	\$4.93
62	Heavy cleaning of 42" Storm Sewers	lf	\$5.74
63	Heavy cleaning of 48" Storm Sewers	lf	\$6.30
<b>CCTV Inspection of larger diameter Storm Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM. This service is to inspect pipes greater than 48" diameter for purposes of inventory, cleanliness and structural condition.</b>			
64	CCTV Inspection of large diameter pipes and conduits	LF	\$1.81

<b><i>Cured In Place Pipe (CIPP) lining of Storm Sewer Mains, includes residential traffic control and bypass pumping up to 300 GPM, preparatory cleaning &amp; CCTV just prior to liner installation and Post TV Inspection of completed work. Removal and Replacement of frame &amp; cover to install liners which are larger in diameter than the frame &amp; cover opening not included. This work will be necessary but cannot be priced without viewing the existing site conditions. Tri-State can line pipes larger than 48" diameter however to offer the best price for the University each site must be priced individually.</i></b>			
65	8" x 4.5 mm CIPP liners	lf	\$38.38
66	8" x 6.0 mm CIPP liners	lf	\$38.27
67	10" x 6.0 mm CIPP liners	lf	\$39.42
68	12" x 7.5 mm CIPP liners	lf	\$50.63
69	15" x 7.5 mm CIPP liners	lf	\$59.13
70	15" x 9.0 mm CIPP liners	lf	\$63.25
71	18" x 9.0 mm CIPP liners	lf	\$77.81
72	21" x 9.0 mm CIPP liners	lf	\$84.03
73	24" x 9.0 mm CIPP liners	lf	\$91.29
74	24" x 10.5 mm CIPP liners	lf	\$100.62
75	27" x 15.0 mm CIPP liners	lf	\$129.87
76	30" x 16.5 mm CIPP liners	lf	\$159.75
77	36" x 16.5 mm CIPP liners	lf	\$177.39
78	42" x 22.5 mm CIPP liners	lf	\$263.49
79	48" x 24 mm CIPP liners	lf	\$302.90
<b>Condition Items</b>			
80	Internally Rehydrate Active Service Connections after lining	EA	\$124.48
81	Third Party Testing of CIPP Samples; includes flexural modulus of elasticity, thickness and flexural strength	EA	\$321.58
82	Professional Engineer to review CCTV, provide rehabilitation recommendations	HR	\$94.40
83	Bypass pumping greater than 300 GPM (4" pump) prices to be solicited by two or more bypass firms, passed along to UVA at cost plus 10%	LS	\$0.00
84	Crash Attenuator truck with operator	DY	\$778.00
85	Arrowboard with 150 cones and assorted signs	DY	\$233.41
86	Flag persons for traffic control (VDOT Certified)	HR	\$18.68
87	Manhole / Catch basin Inspections, MACP Compliant	EA	\$96.52

**Pricing Notes:**

- Unit Legend:

LS = Lump Sum	DY = Day
HR = Hourly	EA = Each
VF = Vertical Foot	Lf or lf = Linear Foot

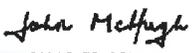
- The above pricing is balanced and dependent upon each other for complete rehabilitation projects. For example, if Pre-Cleaning and CCTV inspections were deleted from the scope of goods and services of a project, or issued to another firm, pricing could be adjusted for any individually selected services so as to compensate Tri-State for measuring and performing linings. Tri-State will provide proposals with line item pricing for all requested piping system rehabilitation services.

- The CIPP Lining will be installed as specified in ASTM 1216 and Section 813. Excluded from Section 813 are the use of LMK Insignia End Seals. Tri-State will use hydrophilic end seals manufactured by others.
- Manhole rehabilitation, CIP Sectional Liners and Lateral Liners will be installed in compliance with specifications provided.
- Pipe Cleaning and Inspection will be completed as specified in Sections 810 and 811 except as noted above.

All other terms and conditions of the Agreement dated June 20, 2014 and Amendment 001 dated June 12, 2017 will remain in effect.

**ACCEPTANCE**

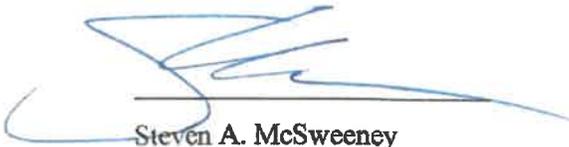
**For the Rector and Visitors  
of the University of Virginia**

DocuSigned by:  
  
208C50E51C53410..

**John Mcruign**  
Interim Director  
Procurement and Supplier Diversity Services

5/14/2019  
Date

**For Tri-State Utilities, LLC**

  
Steven A. McSweeney

Vice President

5-14-19  
Date

RFP #FM021914  
Purchase Order #1492370



Request for Proposal

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# Sanitary Sewer/ Storm Water Piping Rehabilitation Services

February 19, 2014



A VASCUPP Member Institution  
Issued by  
Procurement and Supplier Diversity Services  
Charlottesville, Virginia

## A. GENERAL INFORMATION

**Request for Proposal (RFP) Name:** Sanitary Sewer/Storm Water Piping Rehabilitation Services

**RFP Number:** #FM021914

**Issue Date:** February 19, 2014

**Brief Description:** The University of Virginia and its Facilities Management Department (“the University”) seek proposals from firms to provide quality and competitive rehabilitation services for large and small diameter sanitary sewer and storm water piping systems.

**Preproposal Questions:** Any questions concerning this RFP must be sent to the buyer listed below no later than 12:00 p.m. Eastern Daylight Time (“EDT”), Monday, March 10, 2014 in order to guarantee a timely response prior to the proposal due date and time.

**Proposal Due Date and Time:** Friday, March 21, 2014, 3:00 p.m. EDT. Firms will send two hard copies of their proposal, each individually bound, to the address listed in the contact information box below. Additionally, firms will include one complete electronic version of their proposal on a CD-ROM or USB Flash Drive, formatted in Microsoft Word, or Excel where applicable. The University reserves the right to reject proposals received after the stated due date and time.

Any trade secrets or proprietary information submitted with a proposal for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure.

**Negotiations:** Negotiations, if needed, are scheduled to begin the week of April 14, 2014.

**Expected Award Date:** Week of May 19, 2014.

**Term of Agreement:** The term of any resulting Agreement(s) or Purchase Order(s) will be for three years, with the ability to renew on the same or similar terms and conditions, for two additional two-year periods if mutually agreeable to the University and the Selected Firm(s). The Selected Firm(s) and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

### REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA  
Department of Procurement and Supplier Diversity Services  
1001 North Emmet St, Carruthers Hall  
P.O. Box 400202  
Charlottesville, VA 22904-4202  
Buyer: Frank J. Messina  
Phone: 434-982-5879  
Email: [fjm9g@virginia.edu](mailto:fjm9g@virginia.edu)

NOTE 1: If a RFP proposal is sent via U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may alternately be directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or [SWAM@virginia.edu](mailto:SWAM@virginia.edu). Any failure to adhere to this requirement may result in rejection of the firm's proposal or cancellation of the RFP.

This Request for Proposal (RFP) has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: <http://www.procurement.virginia.edu/pagerfp>. It is the firm's responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site: <http://www.procurement.virginia.edu>.

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

## **B. SCOPE OF GOODS & SERVICES**

The University is responsible for maintaining approximately 77.6 miles of sanitary sewer and storm water piping systems ranging in size from two to 84 inches in diameter. The University seeks a qualified firm(s) to provide quality and competitive sliplining and/or cured-in-place pipe rehabilitation services in a timely and professional manner for large and small diameter sanitary sewer and storm water piping systems on an as-needed basis.

It is the University's intent to enter into an Agreement with the Selected Firm(s) to include those Goods and Services ("the Services") necessary to help the University achieve the goals outlined in this RFP. In order to achieve these goals the Selected Firm(s) may be requested to provide the Services including, but not limited to, those outlined in this RFP. The University reserves the right to award to different Selected Firms to respectively provide any part of the Services discussed in this RFP and guarantees no amount of business resulting from any Agreement.

The Selected Firm(s) will:

1. Furnish all labor, materials, tools, equipment, supervision and incidentals necessary to rehabilitate large and/or small diameter piping systems utilizing sliplining and/or cured-in-place pipe rehabilitation methods.
2. Perform preliminary closed circuit television ("CCTV") video inspections of existing sanitary sewer and storm water piping systems.
3. Provide a preliminary assessment of the overall condition of a piping system. Assessments will include a CCTV video inspection report and written field report noting, but not limited to, pipe size, location, condition, flow, connection locations, bends, etc.
4. Provide written proposals for any/all desired piping system rehabilitation services.
5. Thoroughly clean sanitary sewer and storm water piping systems scheduled to receive rehabilitation of all internal debris (such as, but not limited to, the removal of corrosion, debris, detritus, solids, roots, and/or other deposits, etc.) prior to commencing the rehabilitation of any piping system.
6. Open all existing lateral connections covered up during sliplining and/or cured-in-place pipe rehabilitation services.
7. Perform post-construction/rehabilitation CCTV video inspections of piping system sections receiving rehabilitation.

8. Provide a post-construction/rehabilitation CCTV video inspection report, along with a written field report, noting, but not limited to, pipe size, location, lateral openings, and overall integrity of the rehabilitated piping system.
9. Ensure all equipment and materials utilized comply with all applicable codes, industry standards, and manufacturers' recommendations regarding the equipment and/or materials. The University will not be responsible for the loss or damage of the Selected Firm's equipment, materials, supplies and/or tools.
10. Provide Services in accordance with all applicable American Society for Testing and Materials ("ASTM") specifications. The University reserves the right to utilize a third party testing agency (at its own expense) to inspect any/all Services provided by the Selected Firm. Any/all identified deficiencies will be corrected by the Selected Firm at the expense of the Selected Firm.
11. Ensure any/all precautions are taken to prevent damage to existing property, structures and/or equipment. The Selected Firm will immediately notify the University's designated representative ("University's DR") whenever damages occur while providing Services. All damages will be promptly repaired as directed by the University's DR and may be completed at the expense of the Selected Firm. Damages caused by the Selected Firms negligence or malfeasance will be repaired at no cost to the University.
12. Obtain parking permits from the University's Department of Parking and Transportation for all vehicles parked on University Grounds. Parking permits, tickets and/ or towing charges are the sole responsibility of the Selected Firm. The University is not liable for any damage or expense resulting from illegally parked vehicles.

## **C. BASIS OF SELECTION**

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

1. The firm's plan to provide the University with the Services described in Section B., Scope of Good & Services, and the quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
2. The firm's relevant experience, qualifications and success in providing Services similar to those described in this RFP, to include the firm's references from clients;
3. The contractual terms which would govern the relationship between the University and the Selected Firm;
4. The firm's price proposal including, but not limited to, pricing, fees, payment discounts, etc.; and
5. The firm's Small, Woman-owned and Minority-owned (SWAM) business status and/or the firm's plan for utilization of SWAM businesses. For more information about SWAM and the University's SWAM plan, please see the letter in Attachment 1 and refer to the following site: [www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf](http://www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf)

*Note 1:* A 10% minimum weight will be given to this criterion in evaluating proposals.

*Note 2:* Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or [lh7sn@virginia.edu](mailto:lh7sn@virginia.edu).

The University reserves the right to award to different Selected Firms to respectively provide any part of the Services discussed in this RFP and guarantees no amount of business resulting from any Agreement.

## **D. CONTENTS OF PROPOSAL**

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

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the firms' lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms will provide the following information in their proposal:

1. Goods and Services
  - a. Provide a detailed description and the full specifications of the Goods and Services ("Services") proposed. Each firm will indicate in its proposal the firm's ability to achieve/comply with each specification. In the event the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm will detail the proposed change(s) and how the proposed change would compare to the listed specification. Proposals will be formatted in such a way to address each of the above specifications in a line-by-line process.
  - b. The estimated ship date of the Services from the time of the order (i.e., 10 weeks after order).
  - c. Information on the warranty associated with the Services the firm is proposing and any extended warranty (include the price) that might be available.
  
2. Financial Proposal
  - a. Provide pricing, to include any/all related costs, fees and/ or expenses. Provide a description of how the University will be charged for the Services requested in this RFP, such as, but not limited to, shipping charges (the University's shipping terms are FOB Destination), mobilization, travel, mileage, etc. Provide discount schedules where applicable. Include any additional discounts available for early payment of invoices. Ensure fees are provided for all Services' categories proposed by the firm.
  - b. Provide the following pricing details:
    - When or how often do price increases and/or escalation rates occur?
    - What is the firm's plan for dealing with price increase and/or escalation rates?
  - c. State the firm's agreement to receive payments electronically via Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment. Prior to contract award, the Selected Firm(s) will be required to contact the University Procurement and Supplier Diversity Departments' Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: [uva-prs-boa@virginia.edu](mailto:uva-prs-boa@virginia.edu)].

3. Firm Information

- a. Provide a brief history of the firm and its experience, qualifications and success in providing the type of Services requested in this RFP.
- b. Provide at least three references where similar Services have been provided. Include the name of the firm / organization, the complete mailing address, and the name of the contact person and telephone number.
- c. Provide the firm's Small, Woman-owned and Minority-owned (SWAM) businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement.
- d. Provide a list of institutions of higher education with which the firm has signed a term contract.
- e. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at: <https://vascupp.org>
- f. Complete and return Attachment 2, Firm Information (please type).
- g. Provide information for the individual assigned to act as the coordinator for both the firm's proposal and any subsequent responses required of the firm as a part of the RFP process.

The Selected Firm agrees to provide a named individual ("Account Manager") to implement, perform, and manage provision of the Goods and Services. The University must approve the appointment of the Account Manager prior to execution of any Agreement with the Selected Firm. The Account Manager will be the University's primary contact, although the Account Manager will be assisted by other members of the Selected Firm's staff in completing key activities.

In the event that the Account Manager (or any other individual responsible for the University's account) is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner (as solely determined by the University); the Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Goods and Services to the University. The University reserves the right to approve the replacement, or to cancel any resulting Agreement. If the University accepts a proposed replacement, the replacement will provide the Goods and Services at rates no higher than previously agreed and in accordance with all terms and conditions specified in the Agreement.

4. Contractual Arrangements

- a. Provide the University with any form or contract the University may be requested to sign.
- b. State the firm's acceptance of the University's Mandatory Contractual Provisions.
- c. State the firm's acceptance, with any proposed modifications, of the University's Preferred Contractual Provisions.
- d. Provide a written statement with the firm's proposal that its principals or legal counsel have reviewed the Mandatory Contractual Provisions, and Preferred Contractual Provisions, and agree that these provisions will become a part of any final agreement.
- e. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.

**NOTE:**

Virginia Freedom of Information Act

Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or

proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

**IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.**

## **E. TERMS AND CONDITIONS**

This solicitation and any subsequent award is subject to:

- The Selected Firm registering as a vendor with the University of Virginia.  
<https://www.procurement.virginia.edu/pagevendorregistrationform>
- Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in, and remain enrolled in, one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment.
- The Selected Firm registering and accepting eVA Terms and Conditions prior to award.  
<http://www.eva.virginia.gov/>
- The University's Mandatory Contractual Provisions:  
<http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>
- The University's Preferred Contractual Provisions:  
<http://www.procurement.virginia.edu/main/publicpostings/rfp/preferredprovisions.pdf>

**Note:** Unless a firm *expressly and specifically states its exception* to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.

- The University's Procedure for Resolution of Contractual Claims  
<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>

## F. OTHER INFORMATION

### 1. Insurance

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

#### Commercial General Liability:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence and a \$3,000,000 aggregate with coverage for the following:

<input checked="" type="checkbox"/> Premises/Operations	<input checked="" type="checkbox"/> Products/Completed Operations
<input checked="" type="checkbox"/> Contractual	<input checked="" type="checkbox"/> Independent Contractors
<input checked="" type="checkbox"/> Personal Injury	<input checked="" type="checkbox"/> Underground Explosion & Collapse
<input checked="" type="checkbox"/> Additional Insured*	

#### Automobile Insurance:

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

<input checked="" type="checkbox"/> Any Automobile	<input checked="" type="checkbox"/> Owned and Non-Owned Automobiles
----------------------------------------------------	---------------------------------------------------------------------

#### Umbrella/Excess Liability:

The Selected Firm and any Subcontractor will maintain excess liability coverage of at least \$2,000,000 per occurrence that provides coverage uniform with the underlying Commercial General Liability insurance.

#### Workers' Compensation

The Selected Firm and any Subcontractor will maintain workers' compensation insurance on all employees that complies with the Workers' Compensation Act of Virginia and such policy of insurance will also provide for employers liability coverage with limits of not less than \$500,000.

#### \*Additional Insured:

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

### 2. Formation of the Agreement with the Selected Firm

All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement

to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

**Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.**

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described above, certain matters will automatically be deemed part of the proposal.



Office of the Vice President for Management and Budget

**Attachment 1**

Vice President for Management and Budget's Request for Commitment

Greetings:

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

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority- and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women- and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

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

Sincerely,

Colette Sheehy  
Vice President for Management and Budget

**Attachment 2**  
**Firm Information**

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

**Address:**

**Telephone Number:**

**FAX Number:**

**Web Address:**

**Email Address:**

**DUNS Number:**

**SWAM Information:**

**Is the firm certified with the Commonwealth of Virginia's Department of Minority Business Enterprises (DMBE):**  Yes  No

**Minority-Owned Business:**  Yes  No

**Women-Owned Business:**  Yes  No

**Small-Owned Business:**  Yes  No

**Is the firm registered as a vendor in the Commonwealth of Virginia's e-procurement system (eVA)?**  
 Yes  No

**Point of Contact for this Proposal:**

**Name:**

**Address:**

**Office No.**

**Mobile No.**

**FAX No.**

**Email Address:**