

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: 20 October 2023

RFP NUMBER & TITLE: UCPUMW 24-1595 Brick Mason Services (On-Demand)

PROPOSAL DUE DATE & TIME: 1 December 2023, No Later Than 11AM
NOTE: Proposals received after the due date and time cannot be accepted.

PROPOSAL DELIVERY ADDRESS: University of Mary Washington
Procurement Services /Reference RFP UCPUMW 24-1595
Eagle Village Executive Offices, Suite 480
1125 Emancipation Hwy., Fredericksburg, VA 22401

WORK LOCATION: All Campuses Fredericksburg Stafford Dahlgren
91051, Masonry, Concrete, and Stucco Maintenance, Finishing, and

COMMODITY CODE(S): Repair (Includes Inside Concrete Sawing and Grouting Work)
91455, Masonry

PRE-PROPOSAL CONFERENCE: Optional Mandatory **DATE & TIME:** 17 Nov 2023, 11AM

PRE-PROPOSAL LOCATION: UMW Facilities, Physical Plant Conference Room, 1301 Hanover Street, Fredericksburg, VA

CONTRACT OFFICER: Patricia A. Canciglia pcancigl@umw.edu

PERIOD OF CONTRACT: 1 January 2024 – 31 December 2024 with four (4) one-year renewal options that if exercised will extend the term of the contract through 31 December 2028.

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be taken to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering

Firm:

Address of Offering

Firm:

[DSBSD](#) Certification

No.:

Expiration

Date:

Tax

eVA ID:

ID:

Email:

Telephone:

Fax

Website:

:

Submitted By (Print Name &

Title):

Signature (In

Date

Ink):

:

SEALED REQUEST FOR PROPOSALS (RFP)

I. QUESTIONS/INQUIRIES: All inquiries for information should be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after 27 November 2023, Close of Business.

II. PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on 17 November 2023 at 11AM at the Physical Plant Facilities Conference Room, 1301 Hanover Street, Fredericksburg, VA 22401. See Pre-Proposal Conference clause in the Special Terms and Conditions.

- a. Bring a copy of the RFP with you to the conference.
- b. While in-person attendance is strongly encouraged, a virtual option is available through TEAMS. If you are interested in attending virtually, please notify Pat Canciglia at pcancigl@umw.edu no later than COB on 13 November 2023.

III. PROPOSAL RECEIPT REQUIREMENTS: Sealed Proposals for furnishing the goods/services described herein must reach the Proposal Delivery Address Shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time in order to be considered. **It is the responsibility of the offeror to ensure that the proposal is received on time.**

- A. Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
- B. UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator which accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
- C. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.

IV. ADDENDA: Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: <http://www.eva.virginia.gov>. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.

V. INCLEMENT WEATHER/SUSPENDED SCHEDULE: Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular

business day. It is your responsibility to check UMW's website or call for closing information: www.umw.edu or (540) 654-2424.

VI. PUBLIC RELEASE OF INFORMATION: UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal <https://vascupp.org/contracts.php> will be used to house relevant procurement documents, including winning offeror's proposal.

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ATTACHMENTS:

- A. Proposal Submission Checklist
- B. UMW Projects
- C. Walkway Specifications
- D. Interlock Paver Specifications

Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

I. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to establish a term contract with one or more qualified contractors to provide masonry services on any current or future properties owned or leased by the University of Mary Washington (UMW), an agency of the Commonwealth of Virginia. *It is intended for the resulting contract to include cooperative language for the benefit of all public bodies and other entities.*

II. ORGANIZATION OVERVIEW:

Founded in 1908, the University of Mary Washington, is a premier, selective, coeducational, public liberal arts institution that offers rigorous academics in small classroom settings, innovative master teachers, a supportive campus community that values honor and integrity, and a civically, socially, and intellectually engaged community. Located within the Commonwealth of Virginia in Fredericksburg, UMW resides within an hour's drive of both the nation's Capital of Washington, D.C. and the State Capital of Richmond, offering students unique opportunities for internships, research excursions, and recreation. The University currently consists of three colleges for Arts and Sciences, Business, and Education, and two additional campuses: one in Stafford, VA and the other in Dahlgren, VA. For more information about the University of Mary Washington: <http://www.umw.edu/about/>.

III. BACKGROUND: The University of Mary Washington campuses and properties include extensive brickwork in the form of walkways, retaining walls, and foundations that require maintenance and repair work. There are numerous projects scheduled for completion in the next few years subject to availability of funds (see Attachment B for a sampling of the projects). **The University will not guarantee any particular usage amount during any period of the resulting contract, nor will it be held responsible in any way if contract usage exceeds or does not meet this estimate.**

IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES: (This clause shall be incorporated into the final Contract.)

A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contract(s) 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 institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.

- B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from UMW. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract 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 the Contractor.
- C. UMW shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION:

It is the policy of the Commonwealth of Virginia to contribute to establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of Small (includes Micro) and otherwise Diverse Businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Proposal Requirements - The University reserves the right to:
 - accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
 - waive minor informalities,
 - issue a lowered evaluation of the proposal for failure to submit all information requested,

- negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.

Any proposal submitted without a signature binding the Offeror to the proposal will be considered non-responsive and may be rejected. This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses.

2. Protection of Trade Secrets/Proprietary Information: The Virginia Freedom of Information Act “FOIA” requires release of any procurement documents that are not appropriately marked and protected through the Trade Secrets or Proprietary Information provisions outlined in the paragraphs below.

If the Offeror intends to protect any Trade Secrets or Proprietary Information, they must:

- invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing**, stating the reasons why protection is necessary, and
- submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content, but blacks out any protected information not appropriate for public release. ***If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.***

The designating of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw the entire proposal designation as redacted, the proposal will be rejected.

3. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. *Oral presentations are an option of the university and may not be conducted. Therefore, proposals submitted in response to this RFP should not be submitted with the presumption that there will be opportunities to revise that proposal after submission.*
4. Number of Proposals Required: One (1) printed original, three (3) copies and one (1) electronic media version (Flash Drive) of each proposal is required. Please make sure the electronic version is not password protected without submitting the password or

corrupted prior to submitting. One (1) separate printed original and one (1) separate electronic media version (Flash Drive) clearly marked redacted copy must be submitted if required by the vendor.

5. Proposal Formatting and Content: Proposals should be as detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be:

- Prepared simply and economically, with the ability to be recycled
- Held together by a simple staple, a binder clip, or a three-ring binder if necessary (semi-permanent or non-recyclable materials, such as plastic combs or spiral wire, are not preferred binding methods per the University's sustainability initiatives)
- Bound in a single volume where practical
- Straightforward and concise

6. Limited Contact: To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.

B. **SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

Proposals should be as thorough and detailed as possible. Offerors are required to submit the following items within the proposal:

1. Complete and return **SIGNED** RFP (Page 2);
2. Proposal Requirements, Attachment A, Proposal Submission Checklist;
3. Informal Price Quotes for 1-3 of UMW Projects identified in Attachment B to include labor, material and other costs, identification of potential challenges, and timeline for completion in terms of number of days/months;
4. Key Personnel Resumes for Individuals Proposed to Work on this Contract. This does not have to be a formal resume, but must include the named individual, number of years of specific experience related to the services requested herein, identification of licensure and specific skills, companies the individual has worked for, including present employment; and percentage of time this person will be assigned to the resulting contract.
5. Past Performance References to document work on similar Projects. Provide contact information so that past performance can be verified by UMW or provide letters of reference.
6. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP. If no exceptions, clearly state that you take no exceptions to the Terms and Conditions as stated in this RFP.
7. Any other information the Offeror believes will help the University evaluate its proposal.

VII. STATEMENT OF NEEDS: The selected Contractor(s) shall furnish all labor, supervision, travel, materials, tools and other equipment as necessary to provide brick, concrete masonry unit and concrete paver, laying and maintenance including repair of brick walkways, concrete repair, restoration work on historically significant structures and other general masonry services to the University. Where applicable all work shall conform to the appropriate standards set forth in the current edition of the American Concrete Institute (ACI) Manual of Concrete Practices.

The Contractor shall make every effort to match adjoining brick areas in color and texture. In the effort to match existing colors, the Contractor shall also take into account what effect aging and exposure may have on the color of the new brick in the future. Selected materials shall have the University's approval. The University reserves the right to make or obtain other repair cost estimates prior to authorizing the Contractor to proceed should the agency deem the estimate outside of budget restraints or unreasonable overall.

A. PROCEDURES:

1. Within two (2) calendar days of receipt of a verbal or written request from the Contract Administrator, or designee, the Contractor shall visit the designated work site and carefully examine the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished.

2. Within three (3) calendar days of the work site visit, the Contractor shall deliver to the University's Contract Administrator, or designee, a written or verbal estimate of the cost to complete the project. If the estimate is acceptable, UMW will issue a purchase order. The estimate shall be based upon bid rates listed in Pricing Schedule, as appropriate. In addition, the estimates shall include a target date for starting work and an estimated completion date. Estimates shall include the types and quantities of labor, description of proposed work, listing and description of major items of material needed with costs (to be billed at Contractor's actual paid invoice costs) and total cost.

3. The starting and completion dates shall be agreed upon between the University and the Contractor and shall be reflected in the purchase order. The University reserves the right to furnish any or all materials to the Contractor for the project and adjust the Contractor's estimate accordingly. If the University furnishes materials which, in the Contractor's opinion, do not comply with such requirements, the Contractor shall immediately notify the University so that conforming materials can be obtained.

4. Upon approval of the estimate by the University, a purchase order will be issued as authority to proceed with the work. The purchase order shall incorporate the Contractor's estimate as a "not-to-exceed" cost and the agreed upon starting and completion dates. No work is to be undertaken by the contractor until the issued purchase order has been received. All work should

be completed within the time set forth, unless otherwise stated and approved by the Contract Administrator or designee.

5. Failure to meet the response time requirements established above without the University's prior written concurrence may result in the Contractor being considered in default of the Terms and Conditions of the contract.

6. If drawings and specifications are developed for specific projects, the Contractor will be given two (2) sets of drawings and specifications at no charge. All sets of drawings and specifications required by the Contractor for use or for use by any subcontractors and suppliers or for other use, in excess of the number of sets stated above, will be furnished to the Contractor at cost. Drawings and specifications shall be issued in full sets only, consisting of a complete set of drawings and a complete set of specifications.

B. WORK SCHEDULE

1. Starting times and schedules shall be approved by the Contract Administrator prior to work commencing.

2. The Contractor will not be compensated for work breaks or lunch breaks and shall provide in writing to the Contract Administrator the start time and end time of each break if taken during the commencement of the project.

C. CONTRACTOR EXPERIENCE AND PERSONNEL REQUIREMENTS: The

Contractor shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the work and for adequately supervising them at the work site.

1. **Mason Supervisor and Mason** should have **at least ten (10) years** of experience working on projects similar to those identified in the Statement of Needs.

2. Experience in restorative work **on historical property, concrete pavers, laying, repair and staining is required. Also set and repair pre-cast stone, stone masonry, stucco repair, concrete repair, marble and quarry tile repair** experience is required.

3. The Contractor shall assign an individual as the Supervisor who is capable of communicating (both verbally and in writing) and comprehending the English language.

4. The Supervisor shall be equipped with a mobile telephone capable of operating throughout the area covered under the contract for communication purposes and who can be called upon at any time for emergencies or callbacks etc., should such needs arise.

5. The Supervisor's name and mobile phone number shall be required prior to commencement of work activities associated with this contract.

6. The Supervisor shall be responsible for assigning and coordinating work reporting performance issues to the Contract Administrator and have the ability to meet with the Contractor Administrator on-site within the required timeframe.

7. In the performance of services, Contractor employees should be attired in a uniform bearing Contractor's firm name and/or logo, and have a personal identification badge with the employee's name and photograph.

8. Contractor shall assure that the work is accomplished in compliance with all applicable Federal, State and Local Laws, Ordinances, Rules, Regulations, and Codes, including OSHA requirements and that dated version of the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development, in effect on the date of the purchase order. Where applicable all work shall conform to the appropriate standards set forth in the current edition of the ACI Manual of Concrete Practices.

9. Contractor shall be responsible for all damages to persons or property that occurs as a result of fault or negligence. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection and life safety systems or any other building features that will overload or render useless any portion of the facility, landscaping, walks, or other University property.

10. The Contractor shall be responsible to assure that all materials used comply with all applicable laws, ordinances, rules, regulations, and codes and are compatible with existing materials and equipment of the building involved. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire project.

11. The Contractor is advised that, because this project is on State property, codes or ordinances of local political subdivisions do not legally apply as stipulated by the Virginia Uniform Statewide Building Code Law.

12. The Contractor shall provide on-site supervision of all trades at all times work is in progress. This on-site supervision shall be empowered to act on behalf of the Contractor.

13. All employees of the Contractor or Subcontractor(s) shall wear, as needed, personal protective equipment in compliance with all applicable United States Department of Labor Occupational and Safety Health Administration (OSHA), Virginia Department of Labor Virginia Occupational Safety and Health Program (VOSH) and all other applicable safety regulations while working on University property. This may include, but is not limited to equipment such as safety steel toe shoes, safety vests, safety glasses, etc. Failure to comply with safety requirements constitutes reason to restrict work from being performed under the contract.

14. Contractor personnel shall work in their designated or assigned areas only. Individuals found in unauthorized areas are subject to immediate removal from delivering any services under the contract.

D. ORDERS, BILLING, INVOICING AND REPORTING

1. Upon approval of the estimate by the Contract Administrator, a Purchase Order Number shall be issued as authority to proceed with the project.

a. All work performed under this contract shall be supported by job tickets prepared by the Contractor. Job tickets shall be on the Contractor's format as approved by the UMW Contract Administrator.

b. Each job ticket shall reflect the daily job site activity to include time of arrival and departure, the number and types of craftsmen on the job, and any major items of equipment, to include rental equipment at the job site, and hours expended on the job should be submitted daily or with the invoices as requested. Contractor should list any major items of equipment being left overnight at the job site for the information of the University and the protection of the Contractor.

c. The original job ticket(s) shall be submitted with the invoice for each Purchase Order as supporting documentation for labor hours billed.

2. The Contractor shall perform no work which would result in exceeding the dollar limitation of the Purchase Order without first having obtained approval from the Contract Administrator in writing.

3. The University will reimburse the Contractor for equipment and materials at cost, with no mark-ups. The Contractor shall submit a copy of the original parts/materials invoice to the University prior to submitting an invoice.

4. The University will not reimburse the Contractor for time or mileage to and from the job site. This includes going to and from the supply houses.

5. Billable hours are payable only for time actually spent at the job site under the authority of UMW. Fractional parts of an hour shall be payable on a prorated basis to the nearest quarter.

6. Invoices must be submitted within thirty (30) calendar days of the work being completed. Any invoice submitted after 30 days, without prior notification and authorization of the Contract Administrator, will not be processed for payment.

7. The Contractor shall provide spend data for the University within five (5) business days of a request.

E. USE OF PREMISES

1. The Contractor shall be responsible for repairing or replacing any work damaged by their operations within ten (10) calendar days after notification by the University.
2. It shall be the responsibility of the Contractor to report to the University, in the original estimate, any damage found prior to any work at the site.
3. All work shall be coordinated and scheduled with the University to minimize disruption of operations.
4. Access for work in restricted areas requires a 48-hour minimum notice to the University. Work in these areas may require an escort.
5. Existing sanitary facilities, electricity and water may be used by the Contractor as directed by the University to the extent of available services.
6. Any material thought to contain asbestos is not to be disturbed and the University is to be notified at once.

F. INSPECTION: All work and materials in each project shall be subject to a final inspection by an authorized representative of the University. Any omission or failure on the part of such representatives to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

G. RESIDENCE HALL ACCESS: If required, Contractor personnel may be granted access to secured buildings deemed necessary or appropriate for the Contractor to perform all obligations under the contract, subject to any University security requirements.

1. The Contractor shall advise the Contract Administrator of their arrival prior to the beginning of work, and provide the supervisor's name.
2. The Contractor shall report to the University Police Department to obtain a Contractor Key Ring for access and a Contractor Identification Badge for each employee. The Contractor shall return the badge(s) and keys upon completion of each day's work.

H. VEHICLE RESTRICTIONS: All vehicles must remain on paved surfaces except as authorized by the Contract Administrator, along with notifying the Office of Parking Management. All vehicles must properly display current license plates and city/county decals as required by Virginia law. No vehicles shall be parked under any trees unless on a paved surface.

I. WARRANTY: The Contractor agrees that by acceptance of work and in consideration thereof, and for each of the Subcontractors, binds them to the guarantees and warranties called for. Work to be free from defective workmanship for two (2) years after the date of final acceptance. If within the warranty period, it is found that the warranted work needs to be repaired or changed because of the use of defective materials, equipment, or inferior workmanship, or work not in accordance with the terms of the Agreement, the Contractor, upon notification, shall promptly and without additional expense to the Owner: (i) Place such warranted work in a satisfactory condition; (ii) Repair or replace damage to the Project, or contents thereof, which is a result of such unsatisfactory warranted work; (iii) Repair or replace work, materials and equipment that are disturbed in fulfilling the warranty, including disturbed work, materials, and equipment that may have been warranted under another contract. Should the Contractor fail to proceed promptly in accordance with the warranty, the University may have such work performed at the expense of the Contractor and sureties. The Contractor shall execute and deliver to the Owner, before final payment, a written warranty subject to the stipulations and provisions above.

J. MATERIALS:

1. Brick Pavers: Unless UMW has the appropriate brick or paver in surplus stock, the Contractor shall provide solid brick paver units, class SX/Type1, in colors approved by UMW.

Units are to be made from clay, shale, fireclay, or mixtures thereof, and shall be fired to incipient fusion. The units are intended for use as a paving material to support pedestrian and light vehicular traffic. Units shall conform to ASTM C902.

2. Pavers adjacent to concrete curbs: 2-1/4 inch x 4 inch x 8 inch with spacer bars; unless UMW has the appropriate

brick or paver in surplus stock, color shall be **determined by location and purchased accordingly from one or more of the following manufacturers:**

- a. [Hanover Architectural Products, Inc.](#)
- b. [Balcon/Oldcastle Architectural](#)
- c. [Pavestone Company](#)
- d. [Interlock paving Systems, Inc.](#)
- e. [Adams Products](#)

3. Pavers in Walk Panels: 2-3/8 inch x 4 inch x 8 inch sand-set with spacer bars, color and pattern to be determined by existing location; Pine Hall English Red or similar, upon approval from UMW Contract Administrator (See Attachment).

4. Physical Requirements and Tests: (i) Compressive Strength: Not less than 8,000 psi for an average of 5 brick, with no individual unit having a strength of less than 7,000 psi. (ii) Cold Water Absorption: Shall not exceed 8% for an average of 5 bricks, with no individual unit having an absorption of greater than 11%. (iii) Saturation Coefficient (Maximum): Shall not exceed 0.78 for an average of 5 brick, with no individual unit having a coefficient of greater than 0.80.

Saturation coefficient is the ratio of absorption by 24 hour submersion in room temperature water to that after 5 hours of submersion in boiling water. (iv) Warpage: shall not exceed 1/10-inch for each 6 inches of brick length when measured in accordance with ASTM C67 Section 12. (v) Efflorescence: The rating for efflorescence shall not be more than "slightly effloresced." (vi) Abrasion Requirements: The Abrasion Index for brick paver units shall not exceed 0.11. The Volume Abrasion Loss (CM²/CM⁵) shall not exceed 1.7. (vii) Chippage: Maximum permissible extent of chippage from edges shall be ¼ inch from corners shall be 3/8 inch. The aggregate length of chips on a single unit shall not exceed 10% of the perimeter of the exposed face of the brick. (viii) Dimensional Tolerances: Brick pavers shall conform to ASTM grade PX. Brick to be selected will be approximately 2-3/8 inch x 4 inch x 8 inch, of as appropriate for the specific location.

5. Aggregate Setting Bed Materials: Subbase Base Course (Newer, large SF areas only): (i) Graded Aggregate for Sub-base: ASTM D 2940, sub-base material; (ii) Geo-textile: Woven or nonwoven geo-textile manufactured from polyester or polypropylene fibers, with a permeability rating 10 times greater than that of soil on which paving is founded and an apparent opening size small enough to prevent passage of fines from leveling course into graded aggregate of base course below. (iii) Sand for Leveling Course: Sound, sharp, washed, natural sand or crushed stone complying with gradation requirements of ASTM C33 for fine aggregate.

6. Separator Fabric A: AMOCO Landscape Fabric, or approved equal if needed.

7. Joint Sand A: RG Polymeric Locking Joint Sand. Color: Tan/ochre, or provide sand of color needed to produce required joint color. Joint sand shall be placed only when completely dry.

8. Execution/Placement: Leveling Course: Spread evenly over concrete base to be paved and screed to a level that will produce the required finished elevation when the brick pavers have been placed and vibrated. Separator Fabric: Secure over concrete base drainage openings, as well as over leveling course. Locate to minimize seams, where seams are necessary and overlap fabric 6-inch minimum.

9. Lay Brick Pavers in the existing pattern indicated by each location; joints between units shall not exceed 1/8 inch. Brick shall be cut to a straight, even surface without cracks or chips. To minimize need for small brick segments, review brick layout with Contract Administrator. Brick row alignments shall be uniform and straight. When indicated (larger SF areas), vibrate to final level by 2 or 3 passes of a vibrating plate compactor. After the brick vibration, joint sand shall be swept into joints. To avoid scratching, do not pass vibrating plate over brick with sand on the surface. Execute additional passes of the plate vibrator. Sweep fill the joints again if necessary to completely fill joints. Surplus material shall then be swept from the surfaces and the entire site left clean. The finished surface shall be true to grade and shall not vary by more than ¼-inch when tested with a 10-foot board at any location on the surface. Install joint sand the full depth of the joints and as indicated in the manufacturer's specifications. Water the pavers in a manner that will activate the polymeric binder without washing the sand away.

K. PREPARATION:

- a. Vacuum clean concrete substrates to remove dirt, dust, debris, and loose particles.
- b. Proof-roll prepared sub-grade surface to check for unstable areas and areas requiring additional compaction. Proceed with unit paver installation only after deficient sub-grades have been corrected and are read to receive sub-base for unit pavers.

L. INSTALLATION, GENERAL:

- a. Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible or cause staining in finished work.
- b. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
- c. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, un-chipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
- d. Joint pattern: As indicated.
- e. Tolerances: Do not exceed 1/16-inch unit-to-unit offset from flush (lippage) nor 1/8 inch in 24 inches and 1/4 inch in 10 feet from level, or indicated slope, for finished surface of paving.
- f. Expansion and Control Joints: Provide for sealant-filled joints at locations and of widths indicated. Provide joint filler as backing for sealant-filled joints where indicated. Install joint-fillers before setting pavers.
- g. Provide edge restraints as indicated. Install edge restraints before placing unit pavers. (i) Install edge restraints to comply with manufacturer's written instructions. Install stakes at intervals required to hold edge restraints in place during and after unit paver installation. (ii) For metal edge restraints with top edge exposed, drive stakes at least 1 inch below top edge.

VIII. CONTRACT ADMINISTRATION:

- A. The Director of Landscape and Grounds or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods/services and shall decide all other questions in connection with the goods/services. The Contract Administrator shall not have authority to approve changes in the goods/services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

IX. EVALUATION AND AWARD CRITERIA

- A. Evaluation Criteria - Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Corporate and Key Personnel Experience.	25
Pricing: Note Micro Vendors will be given a 5% price preference in accordance with Executive Order 35.	25
Past Performance providing similar services.	25
SWAM (highest scores will be given to SWAM Vendors). For non-SWAM vendors, scores will be assigned based on documented commitment to SWAM subcontracting (reference Small Business Subcontracting Plan).	25
Total	100

X. GENERAL TERMS AND CONDITIONS:

Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract:

<https://adminfinance.umw.edu/procurement/umw-terms-conditions/>

XI. SPECIAL TERMS AND CONDITIONS:

ACCEPTANCE PERIOD: Any offer in response to this solicitation shall be valid for (ninety (90) days). At the end of the ninety (90) days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the offer shall remain in effect, as-is, until an award is made, or the solicitation is canceled. If the offer specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.

ADDITIONAL (FUTURE) GOODS & SERVICES: The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories,

subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract resulting from a competitive solicitation process for any dollar value, or sole source procurement valued at over \$50,000, the University will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

ASBESTOS: Whenever and wherever during the course of performing any work under this contract, if the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the University Contract Administrator, and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

AWARD – RFP: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rule §16). Should the University 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, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:

- a separate award of each item,
- an award of a group of items,

- an award either in whole or in part,
- a single award, or
- a multiple award

BULK DELIVERIES: To avoid single item deliveries, the University and Contactor shall work together to ensure bulk shipments are utilized to the maximum extent possible.

CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving

disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS: The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by Subcontractors to the same extent as for any full-time or part-time Contractor staff.

- a. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.
- b. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to UMW property and should have no bearing on the Contractor's employment of an individual outside of UMW.
- c. UMW reserves the right to audit a Contractor's background check process at any time.
- d. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
- e. Screens shall include:
 - i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
 - ii. DOJ Sex Offender Search and individual evaluation of results
 - iii. County Criminal Search for all identified counties.

CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a “CLASS A CONTRACTOR.” If such a contract is for ten thousand dollars (\$10,000) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the offeror is required to be licensed as a “CLASS B CONTRACTOR.” If such a contract is for one-thousand dollars (\$1,000) or more but less than ten thousand dollars (\$10,000), or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a “CLASS C CONTRACTOR.” The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor	Specialty
No	
Licensed Class B Virginia Contractor	Specialty
No	
Licensed Class C Virginia Contractor	Specialty
No	

If the offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the University in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his proposal will not be considered. If an offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods/services specified, and shall remain properly licensed during the life of the contract. Additionally, I understand that I may be asked to provide proof of this licensure at any time by the University, if so requested.

CONTROLLING VERSION, The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, UMW reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions

are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form (PDF) issued by UMW Procurement Services.

CONTROLLING VERSION. The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:

It is the intent of this solicitation and resulting contract(s) 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 institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the contractor may modify the terms and conditions of this contract 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 the Contractor.

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. 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 Contract no matter the circumstances.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision

against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

DELIVERY POINT: All items shall be delivered F.O.B. destination point, or as directed by the University.

DELIVERY VEHICLE IDLING: While waiting to advance toward the UMW loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor'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 contractor'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 contractor that the contractor 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 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 contract awarded to a contractor, 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.

ECOLABELS AND STANDARDS: The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with identifying and procure environmentally sustainable products and services. The Contractor is strongly encouraged to utilize these recommendations when purchasing materials, parts, and products in support of this Contract. The recommendations are found on the [EPA site](#). The various Ecolabels, as identified by the EPA, are provided below:



ELECTRONIC DOCUMENTATION & COMMUNICATION: When appropriate, the delivery of all documents in support of this Contract should be made by electronic means. Acceptable methods include the affixing of a file(s) to an email; uploading documents to SharePoint or other site as designated by the University; or transmitted via a thumb drive. Proprietary or personally identifiable information shall be encrypted. During meetings or presentations, the distribution of hard copy documents to the participants is prohibited.

ELECTRONIC WASTE DISPOSAL: Disposal of electronic waste incurred in support of this Contract should be through a certified E-Waste Recycler.

EMERGENCY RESPONSE NOTIFICATION: In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. *It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures.*

ENVIROMENTALLY FRIENDLY PACKAGING: Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.

E-VERIFY PROGRAM: EFFECTIVE 12/1/2013: Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and

participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

EXTRA CHARGES PROHIBITED:

The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

FAIR EMPLOYMENT CONTRACTING ACT: In accordance with [§ 2.2-4200](#) and [§ 2.2-4201](#), during the performance of this contract the contractor agrees to remain in compliance with the Fair Employment Contracting Act.

FAIR EMPLOYMENT CONTRACTING ACT: In accordance with [§ 2.2-4201](#), during the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, 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 chapter.
3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete [sexual harassment training provided by the Department of Human Resource Management](#), and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

FISCAL YEAR PROCESSING: The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

FOREST STEWARDSHIP COUNCIL CERTIFIED (FSC) PAPER: Contractor should utilize paper that is FSC certified when there is a requirement to provide hard copy documents. FSC certified paper will display the logo below:



FRATERNIZATION: Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor’s employee from University property, at minimum, and/or result in contract termination.

IDENTIFICATION OF PROPOSAL ENVELOPE:

The signed proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand-delivered to the address listed on Page 1 of the solicitation. No other correspondence or bids/proposals should be placed in the envelope.

_____ Name of Offeror	_____ Proposal Due Date & Time
_____ UMW RFP Number	_____ UMW RFP Title
_____ Street #/Name or P.O. Box #	_____ City, State and Zip Code

INDEPENDENT CONTRACTOR RELATIONSHIP:

In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

LATE PROPOSALS: To be considered for selection, proposals must be received at the address listed on Page 1 of the solicitation no later than the designated date and hour. The official time used in the RFP is that time on the automatic time stamp machine in the location listed on Page 1 of the solicitation. Proposals received at this location after the date and hour designated are automatically disqualified and will not be considered. It is the sole responsibility of the Offeror to ensure that its proposal reaches the designated receipt location no later than the assigned date and hour.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) REGULATION COMPLIANCE: Contractor's storage of motorized or hydraulic equipment on the UMW campus, either overnight or for a longer period of time, must utilize an absorptive spill pad (to isolate and contain small drips or leaks that may occur) with complete coverage beneath the vehicle or equipment undercarriage.

NON-ASSIGNMENT: Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.

NON-EXCLUSIVE CONTRACT: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.

NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:
Attn: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

If to the Contractor:
Attn:
ADDRESS LINE 1
ADDRESS LINE 2

OPEN ENROLLMENT: The University reserves the right to award to new Selected Firm(s) and/or re-negotiate pricing with currently Selected Firm(s) during open enrollment periods. Annual periods of open enrollment may be considered for the first quarter of the calendar year, January 1st through March 31st of each year commencing Calendar Year 2025. Firm(s) will be asked to provide proposals in a similar process as that defined in the original solicitation during each open enrollment period. The University may negotiate or re-negotiate pricing or service terms during the open enrollment period of each year. Selected Firm(s) awarded during open enrollment will have the same expiration term and pricing requirements as identified in this contract.

OPERATING VEHICLES ON UMW CAMPUS: Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.

PAYMENT TERMS:

1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - b. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).
2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's

obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- a. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - i. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

PREPROPOSAL CONFERENCE – OPTIONAL: An optional preproposal conference will be held at 11AM on 17 November 2023 at the University of Mary Washington Physical Plant, Facilities Conference Room. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials or service cost not to exceed the current Consumer Price Index. Price escalation may be permitted only at the beginning of each renewal term only when explicitly requested in writing by the contractor. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price increases will be effective only at the beginning of each renewal term. The contractor shall document the amount and proposed effective date of any general change in the cost of service or materials. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

PROCUREMENT MANUAL: This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher

Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.

PROHIBITION OF HAZARDOUS MATERIALS: The use of hazardous material is prohibited in support of this Contact. A hazardous material is defined by the Institute of Hazardous Materials Management as any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

QUALIFICATION OF OFFERORS: UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy UMW that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated herein.

QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.

RENEWAL OF CONTRACT: This contract may be renewed by the University upon written agreement of both parties for four successive one year periods under the terms of the current contract, and at a reasonable time (approximately 60 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term. Price increases will be limited to current Consumer Price Index.

SAFETY: The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

SEVERABILITY: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the University on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

SOLICITATION COMMUNICATIONS: From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.

STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

SUPPLIER ONBOARDING and METHOD OF PAYMENT: *All awarded Contractors must be [registered with the University](#) in order to receive payment via University-issued check or ACH.* The Contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, and proper invoice, if the Contractor's eVA profile indicates acceptance of credit cards in payment, the University will authorize payment by University charge card, currently through the Bank of America Visa, under the following terms:
 - a. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase.
 - b. No check-out fee or surcharge, that was appropriately disclosed in advance of the sale/purchase, shall be greater than 3% of the total sale., effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments made under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact

University of Mary Washington

Procurement Services

UMW's Accounts Payable department at: payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.

3. UMW Check or ACH: *Payment will be made per the terms of the contract, or 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.*

NOTE: ACH must be set up in advance prior to submittal of any invoices. <https://www.doa.virginia.gov/reference.shtml#edi>

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON

Attn: ACCOUNTS PAYABLE

1301 COLLEGE AVENUE

FREDERICKSBURG, VA 22401

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

TITLE IX: Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.

TRAVEL: Travel expenses incurred by the Contractor and paid by the University, unless otherwise mutually agreed and detailed herein, shall be paid in accordance with Commonwealth of Virginia travel regulations. All invoices for travel shall not exceed the Commonwealth's reimbursement rates for mileage, meals, and lodging. In addition, airfare should be economy/coach class and car rentals should be the most economical class available. If billing actual amounts for meals, the receipt cannot show alcohol and reimbursement will be limited to allowed per diem as detailed in Commonwealth travel regulations. Please contact Accounts Payable payables@umw.edu with questions. <https://adminfinance.umw.edu/ap/travel-2/>

UNDERSTANDING OF REQUIREMENTS: Your signature on your bid/proposal submission certifies your understanding of the following:

1. It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation.
2. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contracting Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Offerors must ensure that written inquiries reach the Contracting Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
3. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to its proposal submission or to the contract.

USE OF RECHARGEABLE BATTERIES: Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable.

WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation.

WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under a time and material contract, the contractor shall furnish the University with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor categories, the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the University determines that the estimated price is not fair and reasonable, the University has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall maintain an "hours worked" log adequate for the contract administrator to confirm labor hours.

WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY: The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

WORK SITE USE: The Contractor expressly undertakes, either directly or through its subcontractors:

1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
5. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
6. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

METHOD OF PAYMENT: The contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through the Bank of America Visa. Any “Check-out fees” imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 3% of the total sale, effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor’s quoted price.
2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term.
3. Check or ACH: Payment will be made in accordance with the terms of the contract or 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON

Attn: ACCOUNTS PAYABLE

1301 COLLEGE AVENUE

FREDERICKSBURG, VA 22401

ATTACHMENT A

PRICING SCHEDULE

MUST BE COMPLETED AND RETURNED WITH BID PACKAGE

The Contractor agrees to provide the services, to include all labor, services and materials, in compliance with the statement of need and all terms and conditions of this Request for Proposal, at the following prices:

SERVICES	FULLY LOADED LABOR RATE To Be Completed By Bidder
Mason Supervisor (Regular Time)	\$
Mason Supervisor (OT)	\$
Mason (Regular Time)	\$
Mason (OT)	\$
Mason Helper (Regular Time)	\$
Mason Helper (OT_	\$
Parts and Materials Shall be Billed at Contractor's Actual Invoiced Cost	----- -----
Grand Total	\$

For evaluation purposes, one unit of each category will be used to arrive at pricing for comparison purposes.

ATTACHMENT A

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) Registration Information. The bidder:

_____ is a corporation or other business entity with the following SCC identification number

_____ **-OR-**

_____ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

_____ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped in Virginia from bidder's out-of-state location) **-OR-**

_____ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Title 13.1 or 50 of the Code of Virginia.

***NOTE*>>** Initial in the following space if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): _____

RETURN THIS FORM WITH YOUR BID PACKAGE

**ATTACHMENT A
CONTRACTOR DATA SHEET**

TO BE COMPLETED BY BIDDER AND RETURNED WITH BID PACKAGE

QUALIFICATION OF CONTRACTOR: The Contractor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

- **YEARS IN BUSINESS:** Indicate the length of time in business providing this type of service.

_____ Years _____ Months.

- **REFERENCES:** Indicate below a list of at least three (3) recent references, either commercial or governmental, for which this type of service has been provided. Include the date the service was furnished, and the name and address of the person the University has permission to contact.

FIRM'S NAME AND ADDRESS	CONTACT PERSON	EMAIL ADDRESS	TELEPHONE NUMBER	DESCRIPTION OF WORK COMPLETED AND DATE OF COMPLETION

**ATTACHMENT A
SUBCONTRACTOR APPROVAL REQUEST**

No portion of the work (including equipment) shall be subcontracted to another firm or individual **without prior written consent** of the University of Mary Washington. In the event that the contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the University with the names, qualifications and experience of their proposed subcontractors for agency approval. The primary contractor shall, however, remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the contract.

List proposed subcontractor(s), including name, address, contact person, and type of work to be performed under this contract below:

Company and Individual Name and Address	Contact Person and Phone Number	Type of Work to be Performed	Type of Equipment Proposed Subcontractor will Provide	Qualifications of Proposed Subcontractor

ATTACHMENT A

NORMAL AND EMERGENCY CONTACTS

CONTACT PERSON'S NAME	
CELL PHONE NUMBER	
IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?	
BEEPER/PAGER NUMBER	
TELEPHONE NUMBER – NORMAL WORKING HOURS	
TELEPHONE NUMBER – AFTER WORKING HOURS	
EMAIL ADDRESS	

CONTACT PERSON'S NAME	
CELL PHONE NUMBER	
IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?	
BEEPER/PAGER NUMBER	
TELEPHONE NUMBER – NORMAL WORKING HOURS	
TELEPHONE NUMBER – AFTER WORKING HOURS	
EMAIL ADDRESS	

CONTACT PERSON'S NAME	
CELL PHONE NUMBER	
IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?	
BEEPER/PAGER NUMBER	
TELEPHONE NUMBER – NORMAL WORKING HOURS	
TELEPHONE NUMBER – AFTER WORKING HOURS	
EMAIL ADDRESS	

ATTACHMENT A

SMALL BUSINESS SUBCONTRACTING PLAN
MUST BE COMPLETED AND RETURNED WITH BID OR BID PACKAGE

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

DEFINITIONS:

"**Small business**" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification. (Code of Virginia, § 2.2-4310)*

"**Woman-owned business**" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. *(Code of Virginia, § 2.2-4310)*

"**Minority-owned business**" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. *(Code of Virginia, § 2.2-4310)*

Offeror Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS:

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT A (CONT'D)

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

Check Only One: Small Business Small and Woman-Owned Business Small and Minority-Owned Business

DSBSD Certification

Expiration

No.:

Date:

Section B

Populate the table below to show your plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses that have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Women (W) or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract (\$)
Total Planned Subcontracting Spend (\$)					



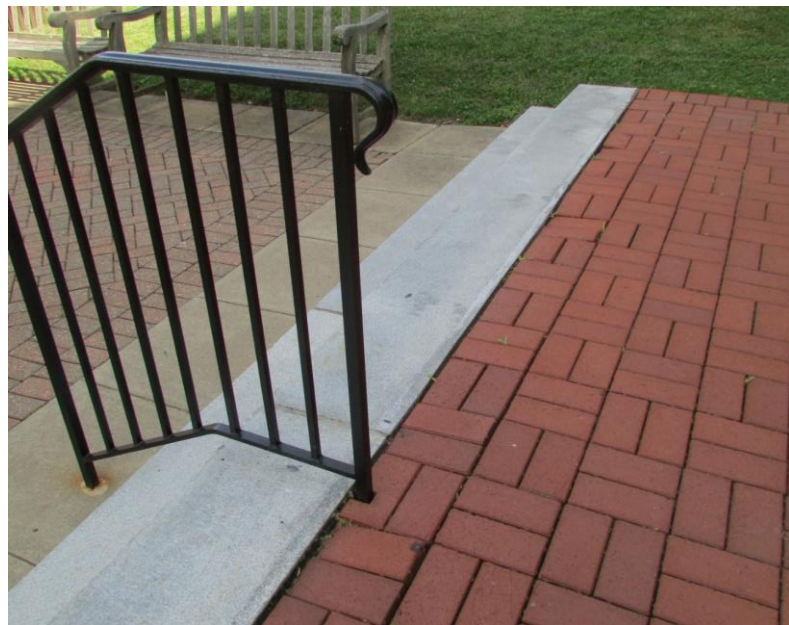
MASONRY
& WALKWAY REPAIRS

Attachment B

2023 - 2024

G. W. Hall Campus Walk Steps/Border

Priority 1



Combs

Priority 1



Combs

(Continued)

Priority 2



Jefferson Porch

Priority 4



Jefferson

Priority 2

- Entire front of Jefferson needs to be replaced
- Total cost of sidewalk replacement?



Jefferson

(Continued)

Priority 1/2

--mortar

--trip hazards



Bushnell

Priority 3



GW Circle

Priority 1



GW Circle

(Continued)

Priority 4

- Tree heaving borders and bricks
- Mortar missing



GW Circle

(Continued)

Priority 2



Randolph Mason

Priority 3

- Borders are separating



Randolph Mason/GW Circle

Priority 1

- * Awkward transition
- * Trip hazard
- * Missing bricks (since repaired, but there will be more!)



Westmoreland (Tyler side)

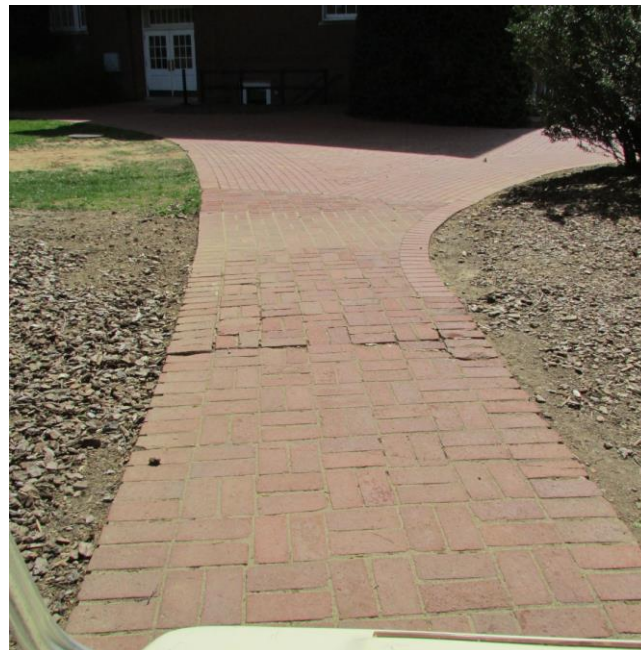
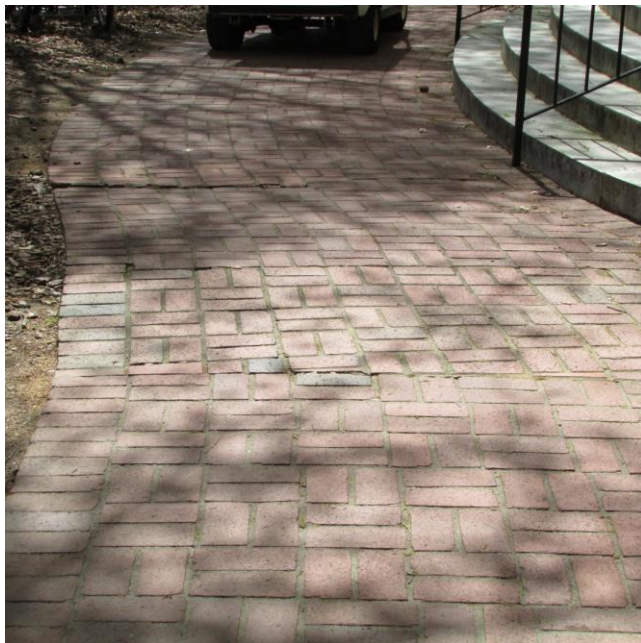
Priority 2



Westmoreland Hall

Priority 2

- The walk in front of Westmoreland needs to be demolished and raised to prevent standing water (not just patch)



Farmer/Zen Garden

Priority 1 - trip hazard and chipped bricks



Campus Walk Farmer Hall

Priority 1



Farmer Hall

Priority 1



Lee Hall/Lee Hall Plaza

Priority 1



Lee Hall/Lee Hall

Plaza (Continued)

Priority 2

*Additional limestone damage behind steps, next slide



Lee Hall/Lee Hall Plaza (Continued) Priority 2



Lee Hall/Lee Hall Plaza

(Continued)

Priority 2

Puddle locations are low spots, need full repair.



Lee Hall/Lee Hall

Plaza (Continued)

Priority 2



Pavers needs lift, base leveling,
reset/replace and pressure wash.



Lee Circle

Priority 1

Repeated damage from construction and commencement equipment/vehicles entering and exiting.

Need to widen this access apron to “win” this battle.



Lee Hall Plaza/Ball Circle

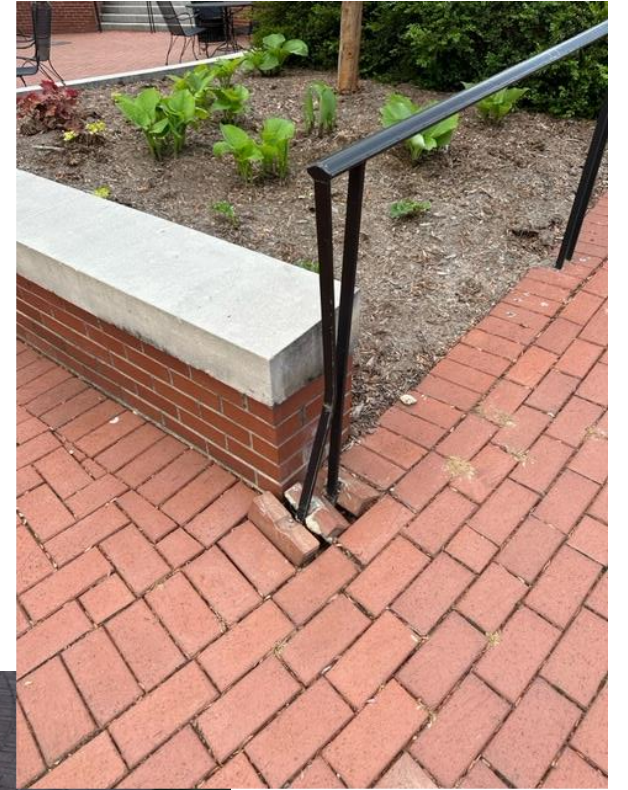
Priority 1

- A top priority due to location, traffic and safety



Lee Hall Plaza/Ball Circle

(Continued)
Priority 1



Lee Hall Down Campus Drive

- Walkway along roadway also needs soil replenishment/groundcover (between curb)
- Wall needs rebuild (handrail on other side?)



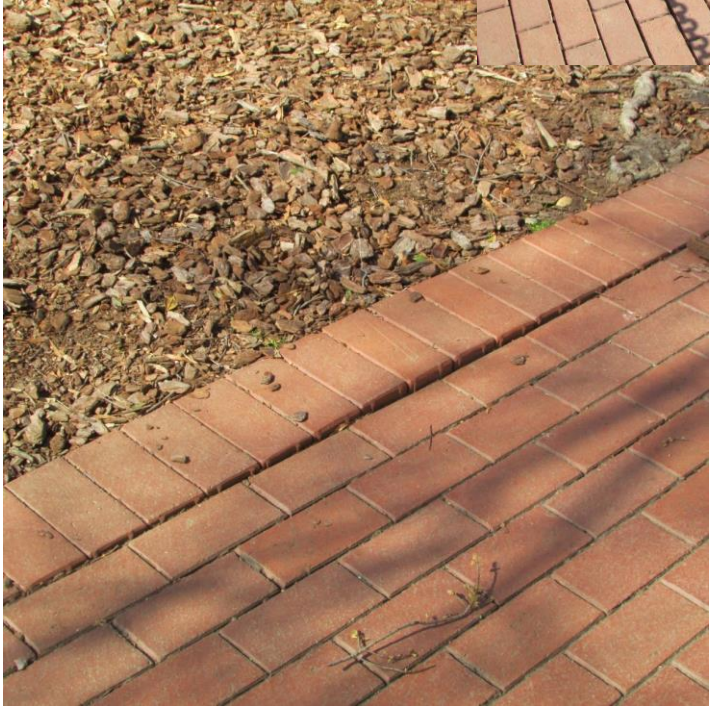
Sunken Road to Campus Drive

- Tree roots – need to lift, do gradual regrade to avoid tree roots (no cutting)
- Clean and add polysand; address erosion along walk and steps



Ball Circle Campus Walk to Ball Hall

Priority 1



Ball Circle Ball Hall to Custis

Priority 1



Custis to Ball

Priority 3



Custis to College Avenue – possible new sidewalk location

Priority 3

- Ongoing, exacerbated issue/shortcut
- Unsightly, unsafe



Ball Hall

Priority 3

- Clean Joints and re-grout



Madison Hall Madison to Ball

Priority 1 & 3



Ball Hall/Tyler House

Priority 1



Priority 3



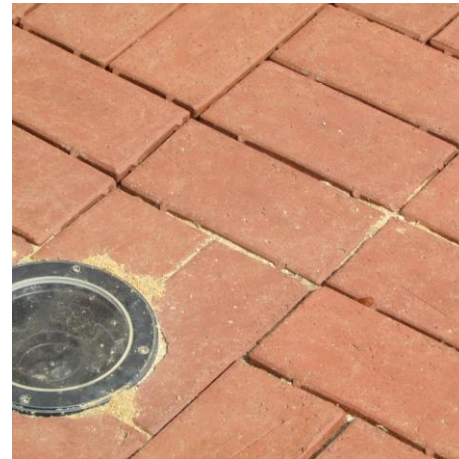
University Center

Priority 1



CR University Center College Ave Patio

Priority 1



CR University Center North Side

Priority 3

Needs small drop inlet and pipe underneath to daylight.



CR University Center to Virginia

Temporary construction sidewalk: keep!
Brick veneer over longest stretch and
full bricks at connections to address
grade change.



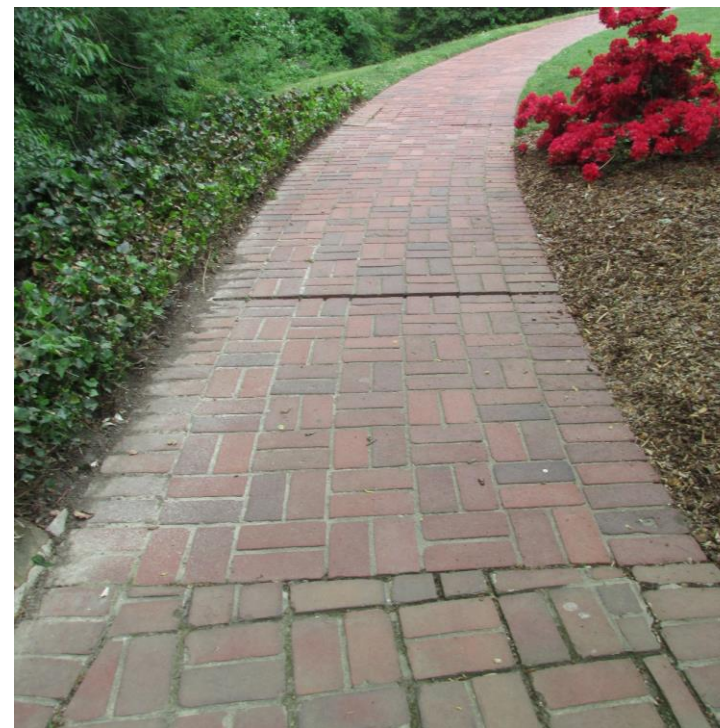
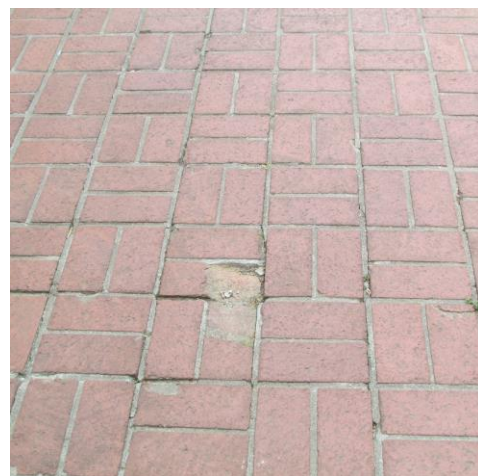
Virginia/Willard

Priority 1



Palmieri Circle

Priority 1



Palmieri Circle

(Continued)

Priority 1



Arcade/Eagle's Nest

Priority 1



Woodard/Arcade Patio

Priority 1



- Replace slate with brick pavers?
- More traction and easier repair



Kahlnen Plaza/Arcade Patio

Priority 1 –
extend raised bed 6"?

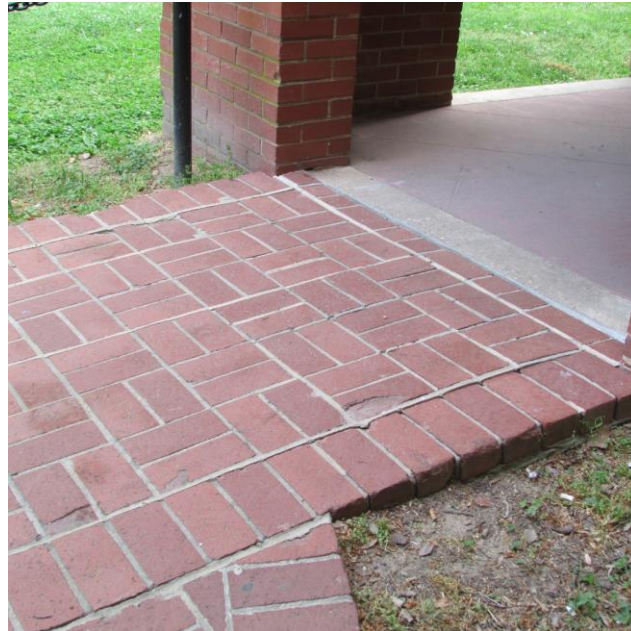


Significant cracks throughout



Melchers Arcade and Stairs to Woodard

Priority 1



Melchers Rear Studio Entrance

Priority 1/2



DuPont/ Melchers Rear

Priority 1 (repair during reno?)



Pollard Hall ADA Ramp

Priority 1 (Repair during reno?)



Pollard / DuPont ADA Ramp

Priority 3 (Repair during reno?)

- Demo and replace from ADA ramp to DuPont Plaza

\$11,200



Hurley Convergence--Steps to lower patio & steps up from Arrington

Priority 1



(Jepson Science Bldg.)

Campus Walk Alvey Green/Jepson

Priority 1

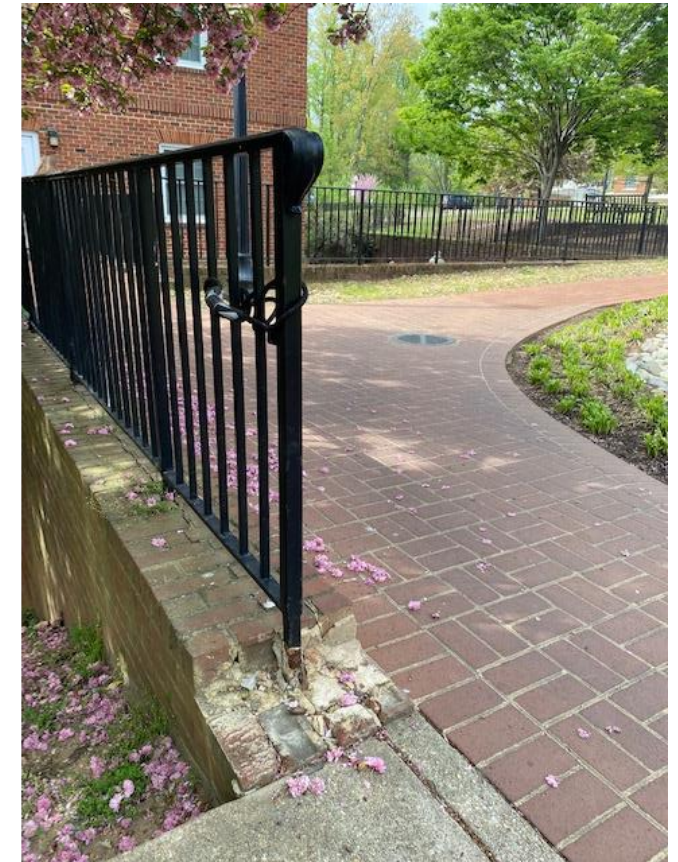


Campus Walk Alvey Green/Jepson

Priority 2



(this has a temporary repair, 4/14/23)



Campus Walk Alvey Green

Priority 2



Campus Walk

Anderson Fitness Center/Pollinator Garden 1

Priority 3



Jepson Science Jepson Plaza

Priority 1

*Several additional (but similar) issues not pictured identified upon inspection



Seacobeck Campus Entrance SE

Priority 2



Seacobeck

SE

Priority 1



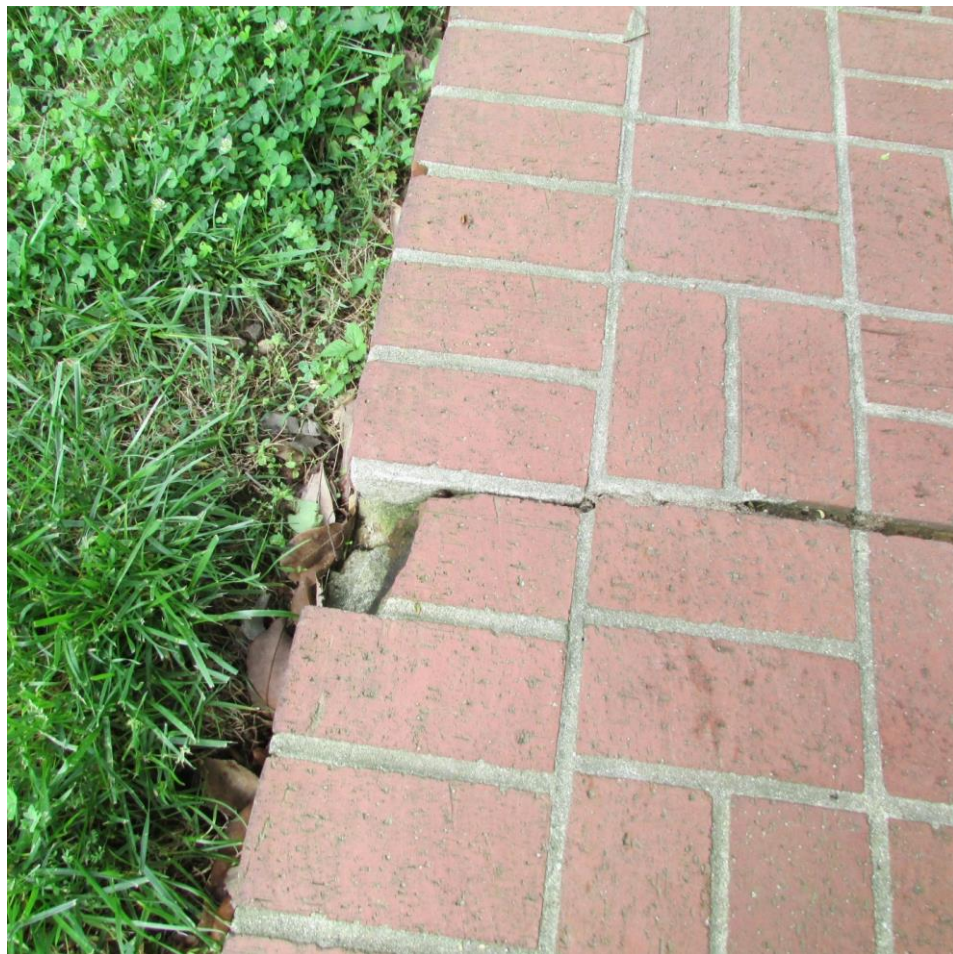
Seacobeck Bridge Steps

Priority 1



Seacobeck to Woodard

Priority 1



Ridderhof Martin Gallery

Priority 2



- Other work around plaza was noted during inspection

Ridderhof Martin Gallery Patio

(continued)

Priority 2



Sunken Road Parking Lot

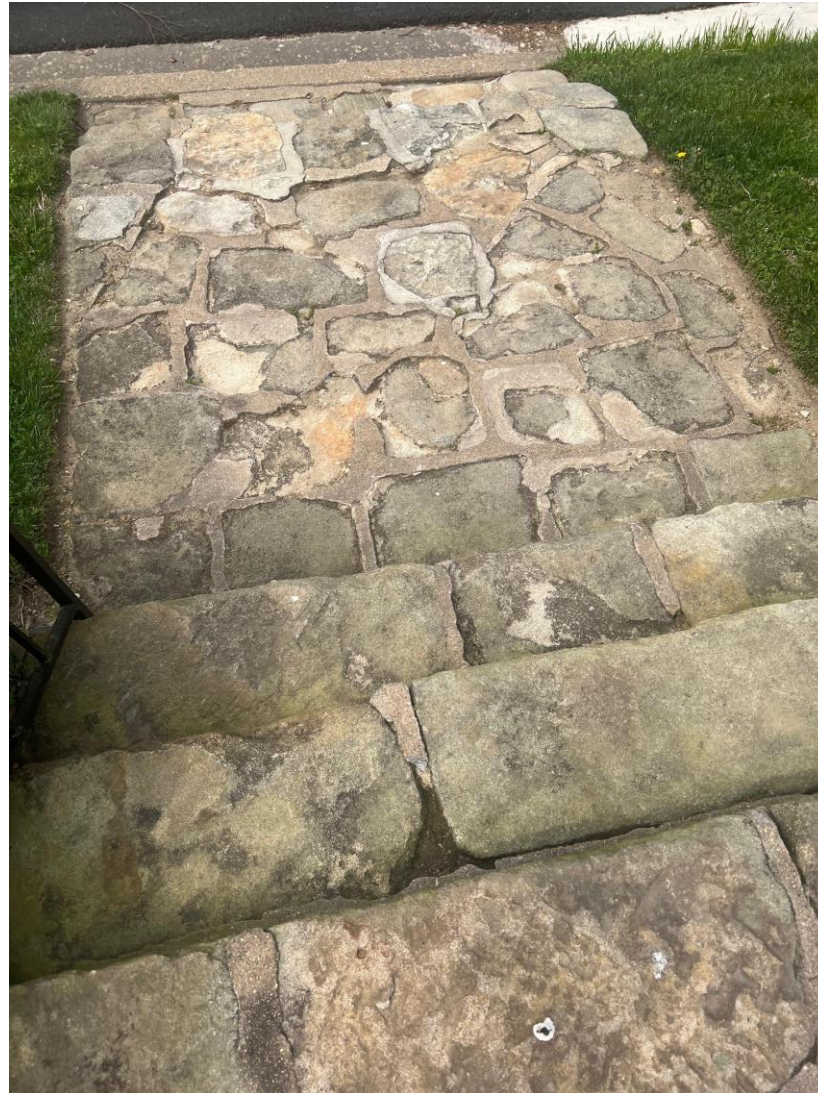
Work into re-paving project?



Brompton

Steps/wall/walk from Hanover Street

--Needs reset and mortar



Brompton

- Patios and walkways need several areas of repair/remove/regrade/reset and polymeric sand where possible.
- Retention walls need stabilizing



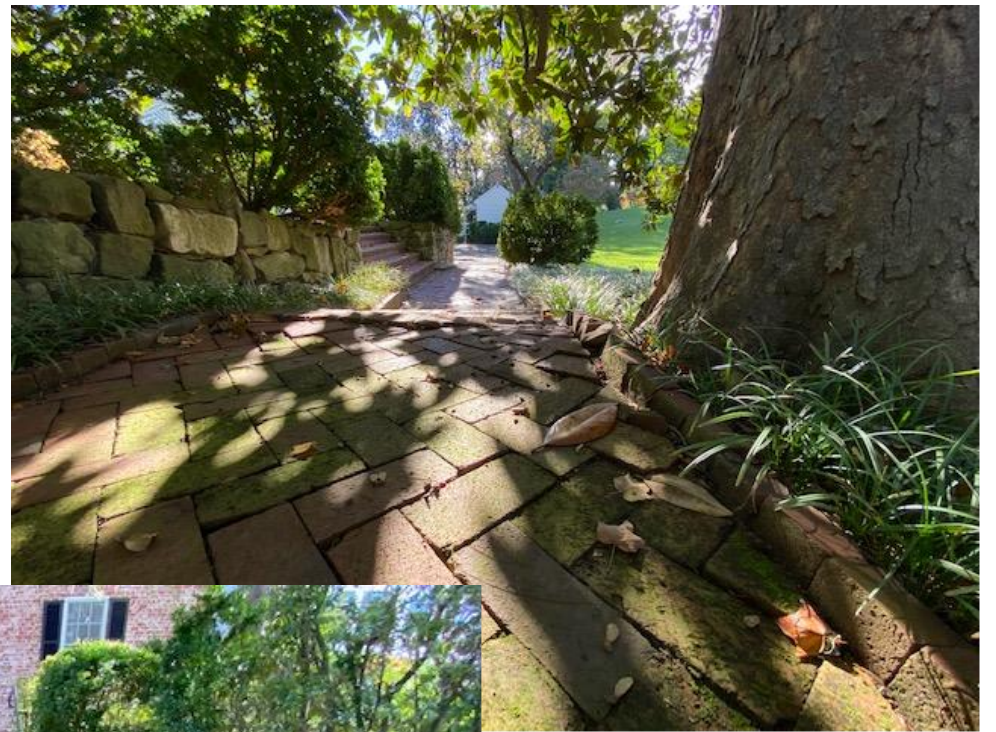
Kitchen garden



Rear walk to back patio, from parking
(uneven transitions, settling; lift/grade/reset
and mortar/polysand fill needed)



Brompton - rear yards



Brompton - Rose Garden and Green



Brompton Barn

- Walkway to/from



University of
Mary Washington

Facilities Operations
1302 Hanover Street
Fredericksburg, VA 22401

540.654.1047

June 2023

Attachment C

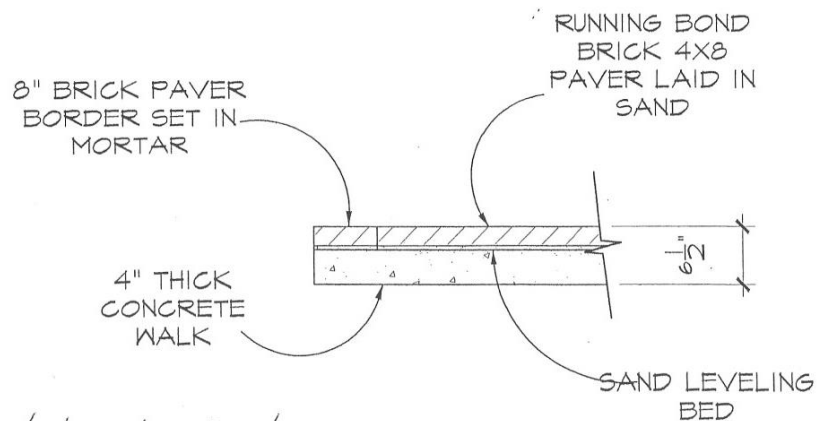
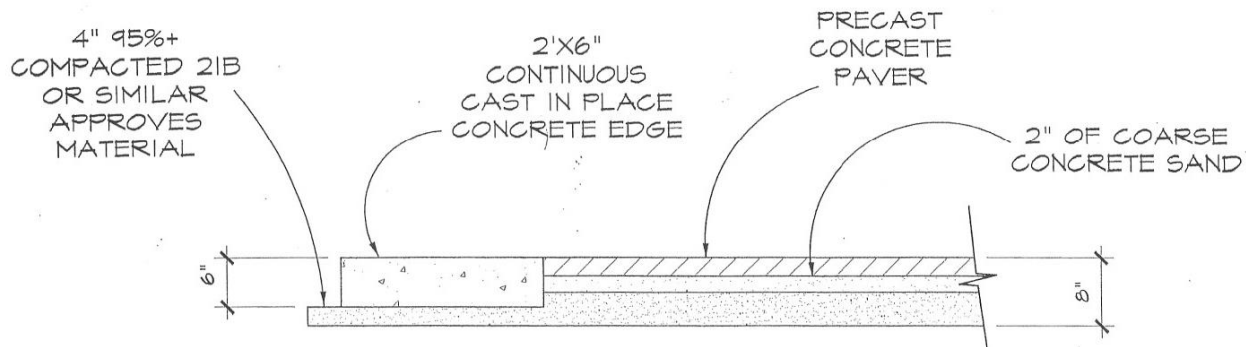
UMW Walks –

Pedestrian concrete - 5' wide, 4X4, 4,000 PSI, 6% air entrained, fiber or welded wire, 4" concrete 4" base

Lift or vehicle accessible - same as above with 6" concrete with 4" base

Concrete Paver specifications - See specifications * 3" of coarse concrete sand as setting bed

Brick Paver specifications – Pine Hall English Edge Red Brick Paver - See specifications.



*Pine Hall English Edge Red Paver
(L.C. Smith)*

ATTACHMENT D

Submittals

A. D. Whittaker Construction, Inc.

William M. Anderson Center Athletic, Recreation & Convocation

Project Code #215-17021

Architect's Project No 44228

Section #321400 Unit Pavers

March 16, 2010

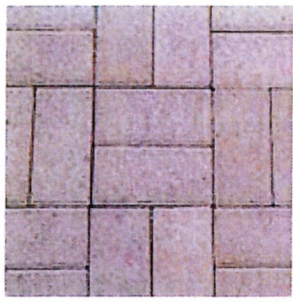
To include the following:

1. Interlock Color Chart – Colonial Blend
2. Interlock Holland 1 Paver Specification Sheet – 6 cm & 8 cm
3. Standard Specification for Solid Concrete Interlocking Paving Units (C936- 96)
4. Report of Compressive Strength, Pavers & Laboratory Test Results ASTM C140, C936
5. Standard Specification for Concrete Grid Paving Units (C1319-95)
6. Report of Compressive Strength, Pavers & Laboratory Test Results ASTM C140, C1319
7. Interlock Material Safety Data Labels on Cubes
8. Interlock Paving Systems, Inc. – Concrete Paver MSDS

Reference Web Pages:

Interlock: www.interlockonline.com
Westwood Contractors, Inc.: www.westconpavers-va.com

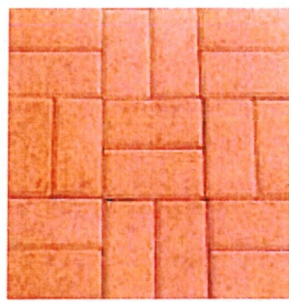
Upon receipt of approved submittal and the receipt of paver order, the paver manufacturer requests 3 weeks for production and delivery of the pavers.



VA. NAT 01



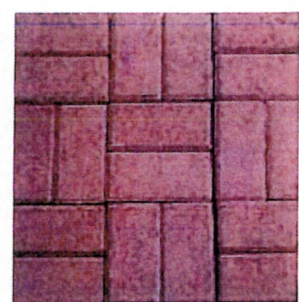
VA RED 222



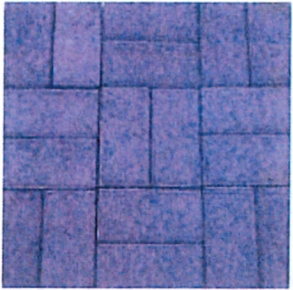
DUNE 03



CHESTNUT 04



OXFORD 05



CHARCOAL 06



TRAD GRAY 07



TRAD RED 08



TRAD BROWN 09



BUFF 10



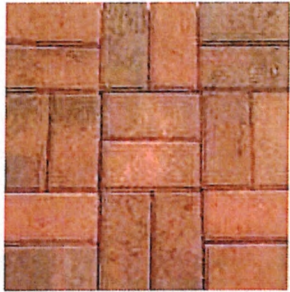
COBBLE 16



HERITAGE 25



COLONIAL 26



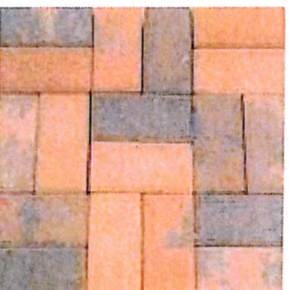
HATTERAS 34



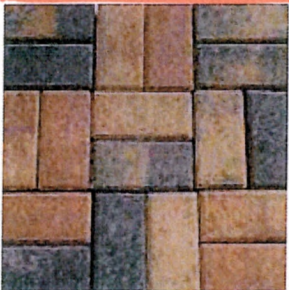
CHESAPEAKE 35



HIGHLANDS 46



SHENANDOAH 237



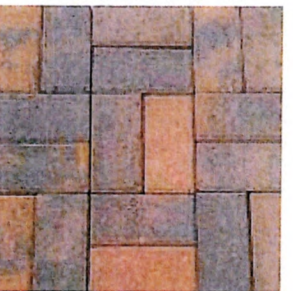
NANSEMOND 239



ALBERMARLE 246



TIDEWATER 610



TRAD BLEND 789

INTERLOCK PAVING SYSTEMS INC. COLOR CHART

**INTERLOCK PAVING SYSTEMS, INC.
802 W. PEMBROKE AVENUE
HAMPTON, VIRGINIA 23669
757-723-0774 OR 800-572-3189
WWW.INTERLOCKONLINE.COM**

Holland-Stone™



Holland-Stone™ has the renowned durability of interlocking paving stones, yet offers the old world charm of a simple brick shape in paving.

A dry cast paving stone, so astonishingly simple in design, yet capable of meeting the demands of architects and designers for a beautiful, durable textured paved surface.

This simple rectangular stone can be applied in a number of fascinating patterns (like the popular Herringbone pattern) to produce warm, luxurious textures. Mix these patterns with any of the available standard colors or combination of colors and you've got the potential for an architectural effect only your imagination can limit.

Composition and Manufacture

Holland-Stone™ is made from a "no slump" concrete mix. Made under extreme pressure and high frequency vibrations, Holland-Stone™ has a compressive strength greater than 8000psi, a water absorption maximum of 5% and will meet or exceed ASTM C-936 and freeze-thaw testing per section 8 of ASTM C-67.

Installation

1. Excavate unsuitable, unstable or unconsolidated subgrade material and compact the area which has been cleared. Backfill and level with dense graded aggregate suitable for base material (typically 4-6 in. of compacted base for light vehicular and pedestrian traffic, increasing to 8-12 in. for heavy vehicular and industrial use) or as otherwise directed by Site Engineer/Architect/Landscape Architect.
2. Place bedding course of washed concrete sand conforming to the grading requirements of ASTM C33 to a uniform depth of 1-1 1/2 in. (25-38 mm) screeded to the grade and profile required.
3. Install Holland-Stone™ with joints approximately 1/8 in. (3mm). (Pavers with spacer ribs automatically provide minimum joint width.)
4. Where required, cut pavers with an approved cutter to fit accurately, neatly and without damaged edges.
5. Tamp pavers with a plate compactor, uniformly level, true to grade and free of movement.
6. Fill joints with sand.

*For complete installation & specification details contact your manufacturer.



UNI-GROUP U.S.A.
4362 Northlake Blvd., Suite 207
Palm Beach Gardens, FL 33410 • (407) 626-4666

Dimensions

Height/Thickness $2\frac{3}{8}" = 60\text{mm}$
or $3\frac{1}{8}" = 80\text{mm}$

Width $\text{Approx. } 4" = 100\text{mm}$
Length $\text{Approx. } 8" = 200\text{mm}$

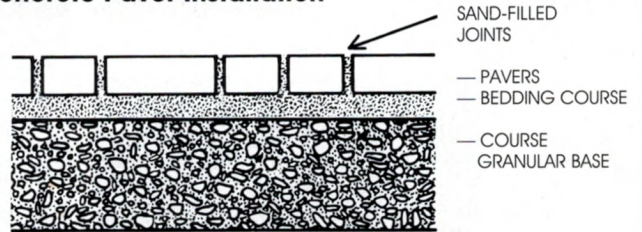
Quantity needed per sq. ft. approx. 4.46 pieces

Applications

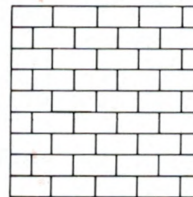
- General road construction • Parking lots • Gas stations
- Driveways • Patios • Highway ramps • Highway rest areas
- Bridge underpasses • Entrance areas • Industrial plants
- Industrial yards • Factory streets • Rail tracks
- Storage depots • Loading docks • Farm roads
- Flooring in stables • Sidewalks • Terraces • Garden paths
- Pool decks • Escarpment fortification • Beach promenades
- Shore fortification • Tank roads • Erosion prevention
- Protective surface for bridge "abutments"
- Pedestrian malls • Roof gardens • Street medians

Note: Colors are shown as accurately as possible in brochures and samples, but due to the nature of the product, regional color preferences and variables in print reproduction, colors may not match exactly. For best results in maintaining color consistency, pavers must be installed from several cubes at a time. Efflorescence, a whitish, powder-like deposit, may appear on concrete pavers. This is a natural occurrence in any concrete product and will usually wear off over time.

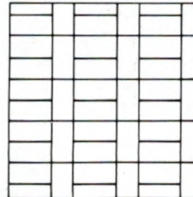
Typical Cross Section of Concrete Paver Installation



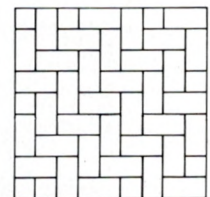
Installation Patterns



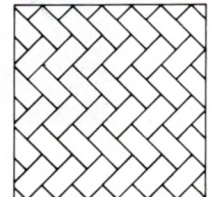
RUNNER PATTERN



BASKETWEAVE PATTERN



HERRINGBONE PATTERN 90°



HERRINGBONE PATTERN 45°

Printed in U.S.A. ©1989 UNI-GROUP U.S.A.

INTERLOCK™

PAVING SYSTEMS, INCORPORATED

802 W. Pembroke Ave.
Hampton, Va. 23669

804-723-0774
800-572-3189



Standard Specification for Solid Concrete Interlocking Paving Units¹

This standard is issued under the fixed designation C 936; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This specification covers the requirements for interlocking concrete pavers manufactured for the construction of paved surfaces.

1.2 When particular features are desired, such as weight classification, higher compressive strength, surface textures, finish, color, or other special features, such properties should be specified by the purchaser. Local sellers, however, should be consulted as to availability of units having the desired features.

1.3 The values stated in SI units are to be regarded as the standard. The values given in parentheses are for information only.

2. Referenced Documents

2.1 ASTM Standards:

- C 33 Specification for Concrete Aggregates²
- C 67 Test Methods for Sampling and Testing Brick and Structural Clay Tile³
- C 140 Test Methods for Sampling and Testing Concrete Masonry Units³
- C 150 Specification for Portland Cement⁴
- C 207 Specification for Hydrated Lime for Masonry Purposes⁴
- C 260 Specification for Air-Entraining Admixtures for Concrete²
- C 331 Specification for Lightweight Aggregates for Concrete Masonry Units²
- C 418 Test Method for Abrasion Resistance of Concrete by Sandblasting²
- C 494 Specification for Chemical Admixtures for Concrete²
- C 595/C 595M Specification for Blended Hydraulic Cements⁴
- C 618 Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete²
- C 979 Specification for Pigments of Integrally Colored Concrete²
- C 989 Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars²
- C 1240 Specification for Silica Fume for Use in Hydraulic-Cement Concrete and Mortar²

3. Materials

3.1 *Cementitious Materials* shall conform to the following applicable ASTM specifications:

3.1.1 *Portland Cements*—Specification C 150.

3.1.2 *Blended Cements*—Specification C 595/C 595M, Types IS or IP.

3.1.3 *Hydrated Lime, Type S*—Specification C 207.

3.1.4 *Fly Ash*—Specification C 618.

3.1.5 *Ground Slag*—Specification C 989.

3.1.6 *Silica Fume*—Specification C 1240.

3.2 *Aggregates* shall conform to the following ASTM specifications, except that grading requirements shall not necessarily apply:

3.2.1 *Normal Weight*—Specification C 33.

3.2.2 *Lightweight*—Specification C 331.

3.3 *Chemical Admixtures* shall conform to the following applicable ASTM specifications:

3.3.1 *Air-entraining Admixtures*—Specification C 260.

3.3.2 *Water-reducing, Retarding, and Accelerating Admixtures*—Specification C 494.

3.3.3 *Pigments for Integrally Colored Concrete*—Specification C 979.

3.4 *Other Constituents*—Integral water repellents, and other materials for which no ASTM standards exist, shall be previously established as suitable for use in concrete or shall be shown by test or experience not to be detrimental to the concrete.

4. Physical Requirements

4.1 Units shall be capable of being lifted and placed with one hand, and shall have an exposed face area less than or equal to 0.065 m² (100.75 in.²), and their aspect ratio (that is, overall length divided by thickness) shall be ≤ 4 . The minimum thickness shall be 60 mm (2.375 in.). See Fig. 1.

4.2 Concrete units covered by this specification may be made from lightweight or normal weight aggregates or mixed lightweight and normal weight aggregates.

4.3 *Compressive Strength*—At the time of delivery to the

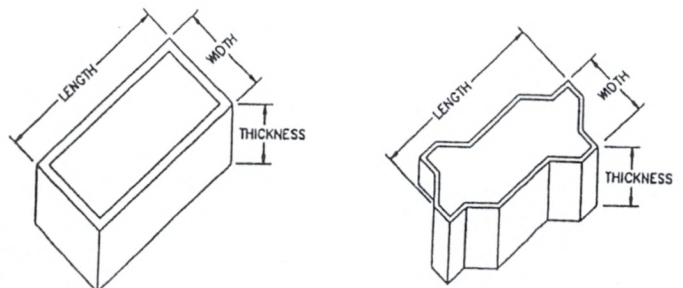


FIG. 1 Length, Width, and Thickness of Concrete Paving Units

¹ This specification is under the jurisdiction of ASTM Committee C-27 on Precast Concrete Products and is the direct responsibility of Subcommittee C27.20 on Architectural and Structural Products.

Current edition approved June 10, 1996. Published August 1996. Originally published as C 936 - 82. Last previous edition C 936 - 82.

² *Annual Book of ASTM Standards*, Vol 04.02.

³ *Annual Book of ASTM Standards*, Vol 04.05.

⁴ *Annual Book of ASTM Standards*, Vol 04.01.

work site, the average compressive strength of the test samples shall be not less than 55 MPa (8000 psi) with no individual unit less than 50 MPa (7200 psi) as required in 6.2.

4.4 *Absorption*—The average absorption of the test samples shall not be greater than 5 % with no individual unit greater than 7 % as required in 6.2.

4.5 *Resistance to Freezing and Thawing*—The manufacturer shall satisfy the purchaser either by proven field performance or a laboratory freezing-and-thawing test that the paving units have adequate resistance to freezing and thawing. If a laboratory test is used, when tested in accordance with Test Methods C 67, specimens shall have no breakage and not greater than 1.0 % loss in dry mass of any individual unit when subjected to 50 cycles of freezing and thawing. This test method shall be conducted not more than 12 months prior to delivery of units.

4.6 *Abrasion Resistance*—When tested in accordance with Test Method C 418, specimens shall not have a greater volume loss than 15 cm³/50 cm² (0.915 in.³/7.75 in.²). The average thickness loss shall not exceed 3 mm (0.118 in.).

4.7 *Dimensional Tolerance*—Length or width of units shall not differ by more than ±1.6 mm (±¹/₁₆ in.) from approved samples. Heights of units shall not differ more than ±3.2 mm (±¹/₈ in.) the specified standard dimension. All tests shall be performed as required in 6.2.

5. Visual Inspection

5.1 All units shall be sound and free of defects that would interfere with the proper placing of the units or impair the strength or performance of the construction. Minor cracks incidental to the usual methods of manufacture or minor chipping resulting from customary methods of handling in shipment and delivery shall not be deemed grounds for rejection.

6. Sampling and Testing

6.1 The purchaser or his authorized representative shall be accorded proper facilities to inspect and sample the units at the place of manufacture from the lots ready for delivery.

6.2 Sample and test units in accordance with Test Methods C 140, except as required in 4.5. Units tested in compression shall be whole. If the testing machine does not have sufficient force to break a whole unit, then the unit shall be cut in half along the shortest axis and one half tested. Units with protruding, smaller ends shall have the ends saw cut and the remaining larger pieces tested. This specimen shall be symmetrical about two axes.

7. Rejection

7.1 In case the shipment fails to conform to the specified requirements, the manufacturer may sort it, and new specimens shall be selected by the purchaser from the retained lot and tested at the expense of the manufacturer. In case the second set of specimens fails to conform to the test requirements, the entire lot shall be rejected.

The American Society for Testing and Materials takes no position respecting the validity of any patent rights asserted in connection with any item mentioned in this standard. Users of this standard are expressly advised that determination of the validity of any such patent rights, and the risk of infringement of such rights, are entirely their own responsibility.

This standard is subject to revision at any time by the responsible technical committee and must be reviewed every five years and if not revised, either reapproved or withdrawn. Your comments are invited either for revision of this standard or for additional standards and should be addressed to ASTM Headquarters. Your comments will receive careful consideration at a meeting of the responsible technical committee, which you may attend. If you feel that your comments have not received a fair hearing you should make your views known to the ASTM Committee on Standards, 100 Barr Harbor Drive, West Conshohocken, PA 19428.



FROEHLING & ROBERTSON, INC.

Engineering • Environmental • Geotechnical

Greenbrier Commerce Park
 833 Professional Place, West
 Chesapeake, Virginia 23320-3601 | USA
 T 757.436.1111 | F 757.436.1674

August 12, 2008

REPORT OF COMPRESSIVE STRENGTH, PAVERS

Client:	Interlock Paving Systems 802 West Pembroke Avenue Hampton, VA 23669	Record No:	K61-108T
Attention:	Mr. David Bruckheimer	Report Serial No:	K108T-CSP1
Project:	On-Call Testing Services	Date Received:	8/8/08
Date Cast:	INA	Test Date:	8/11/08

**LABORATORY TEST RESULTS
 ASTM C140, C936**

F&R Number	Client ID	Height (Inches)		Area (Sq. In.)	Load (Pounds)	Compressive Strength (PSI)
		Uncapped	Capped			
9438.1	PM 1	2.15	2.38	16.833	148,460	8,820
9438.2	PM 2	2.18	2.42	16.655	135,060	8,110
9438.3	PM 3	2.08	2.36	16.605	135,920	8,190
9438.4	PM 4	2.22	2.47	16.738	144,990	8,660
9438.5	PM 5	2.16	2.42	16.376	131,180	8,010
9438.6	PM 6	2.14	2.40	16.576	128,880	7,780

Respectfully,
Froehling & Robertson, Inc.

Marving L. Farmer, P.E.
 Geotechnical Engineer/Project Manager

F:\Projects K61\K61-108T (Interlock Paving Systems-On-Call testing Svcs)\K61.108T-CSP1.docx

HQ: 3015 DUMBARTON ROAD RICHMOND, VA 23228 USA T 804.264.2701 F 804.264.1202 www.fandr.com

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PAVING SYSTEMS, INC.

VA and No. Carolina 1-800-572-3189

MATERIAL SAFETY DATA LABELS ON CUBES !!!!!

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PAVING SYSTEMS, INCORPORATED

802 W. Pembroke Ave..
Hampton, VA 23669

FAX 757-723-8895

757-723-0774
VA/NC 1-800-572-3189

STYLE _____

COLOR _____ SIZE _____

MFG. CODE _____ SEQUENCE _____

Uni Décor and Uni Anchorlock manufactured under exclusive license with F. Von Langsdorff, Ltd., Toronto, Canada. Uni Décor U.S. Patent No. 4,583,341.

CAUTION!!!

Sawing or grinding may result in release of dust particles which may: Acute: Cause minor irritation of the eye or nose. Chronic: Result in lung disease (Silicosis) if exposed to excessive amounts for prolonged periods. The use of NIOSH approved respirator and tight-fitting goggles is recommended when sawing or grinding

Material Safety Data Sheet

May be used to comply with
OSHA's Hazard Communication Standard.
29 CFR 1910.1200. Standard must be
consulted for specific requirements.

U.S. Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072



IDENTITY (As Used on Label and List)

Note: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate that.

Concrete pavers (unpigmented & pigmented)

Section I

Manufacturer's Name

INTERLOCK PAVING SYSTEMS, INC.

Emergency Telephone Number

N/A

Address (Number, Street, City, State, and ZIP Code)

802 W. Pembroke Avenue

Telephone Number for Information

(804) 723-0774

Hampton, VA 23669

Date Prepared

May 11, 1992

Signature of Preparer (optional)

N/A

Section II - Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	% (option)
---	----------	-----------	--------------------------	------------

Quartz (SiO ₂)	$\frac{10 \text{ mg/m}^3}{8 \text{ SiO}_2 \cdot 2}$	(As free crystalline Silica)		
----------------------------	---	------------------------------	--	--

Chromium (III) Compounds	0.5 mg/m ³	(As Cr) (As Green Pigment Only)		
--------------------------	-----------------------	---------------------------------	--	--

Section III - Physical/Chemical Characteristics

Boiling Point	N/A	Specific Gravity (H ₂ O = 1)	N/A
Vapor Pressure (mm Hg.)	N/A	Melting Point	N/A
Vapor Density (AIR = 1)	N/A	Evaporation Rate (Butyl Acetate = 1)	N/A

Solubility in Water

Not soluble

Appearance and Odor

Odorless Solid

Section IV - Fire and Explosion Data

Flash Point (Method Used)	N/A	Flammable Limits	N/A	LEL	N/A	UEL	N/A
---------------------------	-----	------------------	-----	-----	-----	-----	-----

Extinguishing Media

N/A

Special Fire Fighting Procedures

None

Unusual Fire and Explosion Hazards

None

Section V - Reactivity Data

Stability	Unstable	Conditions to Avoid
	Stable	X None
Incompatibility (Materials to Avoid)		
None		
Hazardous Decomposition or Byproducts		
None		
Hazardous Polymerization	May Occur	Conditions to Avoid
	Will Not Occur	X None

Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation?	Yes	Skin?	No	Ingestion?	Yes
Health Hazards (Acute and Chronic)						
Sawing or grinding may result in release of dust particles which may:						
Acute: Cause minor irritation of the eye or nose. Chronic: Result in						
lung disease (Silicosis) if exposed to excessive amounts for prolonged						
Carcinogenicity:	NTP?	No	IARC Monographs?	No	OSHA Regulated?	No period.

Signs and Symptoms of Exposure: Irritation of eyes and nose or shortness of breath.

Medical Conditions Generally Aggravated by Exposure: Pre-existing lung disease such as Emphysema or Asthma.

Emergency and First Aid Procedures: Flush eyes generously with water for 15 minutes. If irritation persists, contact a physician.

Section VII - Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled: Sweep up and discard.

Waste Disposal Method: Dispose of as common waste.

Precautions to Be Taken in Handling and Storing: None

Other Precautions: Wear NIOSH approved respirator and tight fitting goggles when sawing or grinding.

Section VIII - Control Measures (When sawing or grinding)

Respiratory Protection (Specify Type)		
NIOSH approved Particulate Respirator		
Ventilation	Local Exhaust	Special
	Mechanical (General)	In confined area
Protective Gloves	When required.	Eye Protection
	Other Protective Clothing or Equipment	Tight fitting goggles.
Work/Hygienic Practices		
None		