

**REQUEST FOR FORMAL QUOTE (RFQ) – SERVICES WITH MDP
MATERIAL DISTURBANCE PERMIT**



Washoe County School District

Purchasing Department

14101 Old Virginia Road, Room 0

Reno, Nevada 89521-0106

Phone: (775) 850-8025

Monday – Friday 8:00 am to 4:30 pm (excluding holidays)

Email: solicitations@washoeschools.net

Facilitating Buyer: Lorie Ramirez

SOLICITATION TITLE: DISTRICT-WIDE POWER WASHING & GRAFFITI REMOVAL

SOLICITATION #: 82-QF-12-24-LR

PUBLISH DATE: January 5, 2024

SUBMISSION DUE DATE/TIME: January 31, 2024 AT 10:00 A.M. (LOCAL TIME)

Washoe County School District (WCSD) is soliciting for certain **MDP SERVICES** (subject to Materials Disturbance Permit regulations) that are identified on **EXHIBIT C – PRICE SCHEDULE FORM** related to this solicitation in accordance with all defined Terms, Conditions, and Specifications in this document.

RFQ submissions must be submitted on the **REQUIRED FORMS** (refer to Page 5) specific to this solicitation and emailed directly to: solicitations@washoeschools.net or received in a sealed envelope for award consideration. All **REQUIRED FORMS** for this RFQ are available online at <https://solicitations.washoeschools.net/Purchasing>.

RFQ submissions that are received at any point of time in the RFQ process (e.g., withdrawal and/or resubmitting for updated pricing) verbally, via fax, by any other email other than solicitations@washoeschools.net, or outside of a sealed envelope will be **REJECTED** in its entirety. Submissions may be withdrawn by written notification delivered via US Mail or by email to: solicitations@washoeschools.net provided that such notice is received before the Submission Due Date/Time.

ALL questions/inquiries regarding this RFQ are due no later than 4:30 pm (local time) on January 19, 2024 and are to be submitted to the Purchasing Department via e-mail to: solicitations@washoeschools.net or submitted directly on the Solicitations website at <https://solicitations.washoeschools.net/Purchasing>. Questions, inquiries, clarifications, and/or any RFQ clarifications will be answered via an Addendum and will be made available to all interested Vendors.

AUTHORIZED SIGNATURES: WCSD only accepts signatures done manually (also known as a “wet” signature) or certified electronic digital signatures. Non-certified electronic digital signatures will NOT be accepted. A typed signature, even in a cursive font, does NOT meet the requirements of an official digital signature. A digital signature must be accompanied by a certified digital stamp issued through programs like Adobe Acrobat DC, Docu-Sign, or other similar programs that produce a digital stamp certifying the electronic digital signature. Signatures on the **REQUIRED FORMS** that do not meet these requirements will NOT be accepted and may cause the RFQ submission to be deemed “Non-Responsive” and cause for rejection. If there are any questions about this requirement, please submit a question by the questions/inquires deadline noted above, so that it can be answered before the RFQ submission due date/time.

- ❖ **If EXHIBIT A - SIGNATURE PAGE which is a REQUIRED FORM is submitted without a valid, authorized signature, the submission will be rejected in its entirety.**

The Facilitating Buyer for this solicitation is named above. Interested parties may NOT contact anyone else regarding this solicitation. Interested Vendors contacting any other individual including, but not limited to, WCSD staff, officials, evaluation committee members, or Board of Trustees may be disqualified from award consideration.

TERMS, CONDITIONS, AND SPECIFICATIONS

1. **REQUIRED FORMS:** The REQUIRED FORMS specific to this solicitation (refer to Page 5) are available on the Solicitations website at: <https://solicitations.washoeschools.net/Purchasing>. All REQUIRED FORMS must be completed, signed (if applicable), and included in RFQ submissions for the submissions to be deemed valid. If **EXHIBIT A – SIGNATURE PAGE** which is a REQUIRED FORM is submitted without an authorized signature the submission will be rejected in its entirety. The REQUIRED FORMS which are available for download at <https://solicitations.washoeschools.net/Purchasing> are "Secured Documents" therefore, any interested party must be a registered user of the website to access these forms. All accepted RFQ submissions and accompanying documentation become the property of WCSD and will not be returned.

A completed and signed **EXHIBIT B – VENDOR/CONTRACTOR (EMPLOYEE) PUBLIC DISCLOSURE FORM** is a REQUIRED FORM and is available for download at <https://solicitations.washoeschools.net/Purchasing>. Failure to submit a completed and signed **EXHIBIT B – VENDOR/CONTRACTOR (EMPLOYEE) PUBLIC DISCLOSURE FORM** with the quote submission may be grounds for disqualifying the quote submission from evaluation and award consideration.

2. **LATE RFQ SUBMISSIONS:** RFQ submissions received after the due date and time will not be accepted. WCSD reserves the right to reject any RFQ submission that is not in compliance with all prescribed public procedures and requirements and to reject for good cause any or all RFQ submissions upon finding that it is in WCSD's best interest to do so. If the late RFQ submission arrives via carrier, the submitting Vendor will be given an option on how to have it returned, as rejected, at the Vendor's own cost.
3. **CONTRACT TERM:** The awarded Vendor will receive a WCSD Purchase Order (PO) and the Terms, Conditions, and Specifications are hereby incorporated herein by reference (Contract). The Initial Term of the Contract is for one (1) year from the date of award with four (4) additional one (1) year renewals, providing the Terms, Conditions, and Specifications of the awarded contract remain unchanged. WCSD reserves the right to terminate this Contract in whole or in part upon providing the awarded Vendor at least thirty (30) days written notice.
4. **PRICE ADJUSTMENT AND COST ESCALATION:** WCSD will allow for a price increase or decrease after six (6) months of the Initial Term or any renewal term. Any such price increase or decrease will be based on the current Consumer Price Index (CPI) as reported by the U.S. Bureau of Labor Statistics online at: www.bls.gov/cpi. Only the percentage change, whether it is an increase or decrease, between the then-current price and the CPI change for the applicable year's quarter will be granted.
5. **QUANTITIES:** WCSD anticipates procuring the services/quantities listed on the **EXHIBIT C – PRICE SCHEDULE FORM**; however, WCSD's requirements may change before issuing a PO, and WCSD reserves the right to increase or decrease quantities at its discretion.
6. **INVOICING AND PAYMENT:** The awarded Vendor must issue a separate invoice for each order processed. Invoices are to be issued when the orders have been delivered and received by WCSD, not upon receipt of the order or before. WCSD's payment terms are NET 30 after delivery and receipt of the order by WCSD. WCSD is tax-exempt and does not pay state/local taxes, interest, or late fees.
7. **PRODUCT SPECIFICATIONS:** If applicable to providing the requested MDP SERVICES includes certain products, product specifications listed on **EXHIBIT C – PRICE SCHEDULE FORM** may reflect items of known quality and are acceptable to WCSD. If the item's specification indicates "SUBSTITUTES" or "AS EQUAL," the Vendor may offer an item other than what has been specified if the item offered is equal in general style, type, quality, workmanship, the economy of operation, performance, characteristics, and suitability for the purpose intended. The Vendor must identify the name brand offered, provide descriptive literature, and be prepared to provide if requested for evaluation purposes. Failure to provide adequate descriptive literature may be a reason for WCSD to declare the Vendor as "Non-Responsive" and that specific item or the submission in its entirety not considered for award evaluation. If there is any doubt by WCSD as to the general style, type, quality, workmanship, the economy of operation, performance, characteristics, and suitability for the purpose intended, the non-specified product may be rejected in favor of another offer to provide the product specified.

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- 8. SHIPPING, DELIVERY, AND HAZARDOUS MATERIALS:** If applicable to providing the requested MDP SERVICES includes certain products, the price quoted for each line item shall include all shipping and handling charges to the F.O.B. Destination listed on the PO. POs issued are for prompt or immediate shipment of the products contained thereon. Unless otherwise specified, delivery will be made not later than thirty (30) calendar days after receipt of the order (ARO). WCSD reserves the right to cancel any order without fees or legal ramifications if not filled within the required time. The PO number must appear on all invoices, packing lists, packages, shipping notices, and correspondence. All shipments of hazardous material must be accompanied by Safety Data Sheets (SDS). WCSD reserves the right to cancel any order without fees or legal ramifications if not filled within the required time. Failure for awarded Vendor(s) to deliver within the time specified may be grounds for considering the Vendor(s) as "Non-Responsive" and/or "Non-Responsible." In addition, WCSD reserves the right to terminate the Contract with any awarded Vendor(s) and reject future RFQ submissions for a period of up to twelve (12) months on the basis that the Vendor(s) is deemed to be "Non-Responsive" and/or "Non-Responsible."
- 9. INSTALLATION/SET-UP:** If the specifications of any line item in **EXHIBIT C – PRICE SCHEDULE FORM** state "to be installed at site" or "set in position," it is WCSD's intent that the quoted price will cover all costs thereof. The Vendor must furnish all equipment, materials, and labor to complete the installation/set-up as the manufacturer specified for the proper use of such item and in a manner satisfactory to WCSD. Vendor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation/set-up and/or application of that particular item. Vendor shall leave the work area clean and free of all discarded packaging and any debris created by the installation/set-up and shall make good, to the satisfaction of WCSD.
- 10. AWARD CONSIDERATION:** WCSD reserves the right to award this RFQ in whole or in part, by item, group of items, or by a section where such action would serve WCSD's best interest. RFQs identified exclusively based on "ALL OR NOTHING" will be excluded from this provision. In the event of a tie, the low quote shall be determined by extending prices out to the third decimal. If a tie still exists, the award shall be determined by lottery.
- 11. BASIS AWARD:** This RFQ will be awarded on an "ALL OR NOTHING" basis to the lowest priced, responsive, and responsible Vendor. The primary consideration for award will be for the totals of items #1 – 3 on **EXHIBIT C**.
- Except for solicitation awards made on the basis of "ALL OR NOTHING", WCSD reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve WCSD's best interest.
- 12. CERTIFICATES OF INSURANCE LIABILITY:** The awarded Vendor(s) shall not provide any services and products (if required) under this RFQ until satisfactory proof of all required insurance certificates and supporting documentation has been approved by WCSD's Purchasing Department. All documentation must be submitted to the Purchasing Department via email or by US Mail to:
- Email: purchasing@washoeschools.net
- Washoe County School District
Purchasing Department
14101 Old Virginia Road, Room 0
Reno, Nevada 89521
- 13. REQUIRED INSURANCE COVERAGE AND VERIFICATION:** The awarded Vendor shall, at the awarded Vendor's sole expense, procure, maintain, and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in this RFQ. The awarded Vendor shall provide to WCSD a Certificate of Insurance (COI) Form with Additional Insured Endorsement(s) affecting the coverage required. The Authorized Insurer(s) of the awarded Vendor and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against WCSD for payment of any premiums, costs, or assessments under any form of policy. The awarded Vendor's Authorized Insurer(s) shall have no right of recovery or subrogation against WCSD. The required insurance shall be in effect before any services rendered and/or products procured from

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the awarded Vendor by WCSD and shall continue in force as appropriate based on the then-current Contract term. The "ACORD 25 Certificate of Insurance Form" or a substantially similar form must be submitted by the awarded Vendor to WCSD to prove the insurance policies and coverages required.

The COI must be signed by a person authorized to bind coverage on the behalf of the awarded Vendor. The COI must name WCSD as the "CERTIFICATE HOLDER" as follows:

*Washoe County School District
Attn: Purchasing Department
425 E. Ninth Street
Reno, Nevada 89512-0106*

To substantiate the requirement of WCSD to be named as an "ADDITIONAL INSURED," the COI's "Description of Operations/Locations/Vehicles" section shall state the following:

WCSD, its officers, employees, and volunteers are to be named as an "Additional Insured" on the awarded Vendor's general liability. The coverages shall contain no special limitations on the scope of protection afforded to WCSD, its officers, employees, agents, or volunteers.

The awarded Vendor shall also provide Additional Insured Endorsement documentation affecting the coverage required. The COI shall state that if any of the described policies are canceled before the expiration date thereof, notice will be delivered following the policy provisions. Furthermore, each insurance policy shall not be suspended, voided, canceled, or non-renewed by either the awarded Vendor or the authorized Insurer without a replacement COI being provided to WCSD during the life of the Contract. Upon renewal of the policies listed, awarded Vendor, or authorized Insurer(s) shall furnish WCSD with replacement certificates.

The awarded Vendor's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by WCSD, its officers, employees, agents, or volunteers shall be more than the awarded Vendor's insurance and shall not contribute to it in any way. Any failure of the awarded Vendor to comply with the reporting provisions of the policies shall not affect coverage provided to WCSD, its officers, employees, agents, or volunteers.

14. INSURANCE LIMITS:

GENERAL LIABILITY INSURANCE

During any valid term of this Contract, the awarded Vendor shall maintain comprehensive General Liability Insurance with the following coverages through an insurance carrier(s) licensed to do business in the State of Nevada and having a current *A.M. Best* rating of A-:VII or better and approved by WCSD: (A) Each Occurrence; (B) Medical Expense; (C) Personal & ADV Injury; (D) General Aggregate; and (E) Products and Completed Operations. Limits shall be equal to the amount carried by the successful Vendor and shall not be less than one million dollars (\$1,000,000) per occurrence combined with single limits with no less than two million dollars (\$2,000,000) aggregate.

AUTOMOBILE LIABILITY INSURANCE

During any valid term of this Contract, the awarded Vendor shall maintain comprehensive Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Nevada and having current *A.M. Best* rating of A-:VII or better and approved by WCSD. Limits shall be equal to the amount carried by the awarded Vendor and shall not be less than one million dollars (\$1,000,000) per occurrence.

WORKERS' COMPENSATION INSURANCE

During any valid term of this Contract, the awarded Vendor shall have Workers' Compensation coverage as required by law for the duration of the Contract to include Employer's Liability Coverage (noted at Statutory Limits) with a minimum limit of one million dollars (\$1,000,000).

PROFESSIONAL LIABILITY INSURANCE

If applicable to this Contract, during any valid term of this Contract, the awarded Vendor shall maintain Professional Liability Insurance (Errors and Omissions) with minimum limits of at least one million dollars (\$1,000,000) per occurrence. The insurance required above may be proved under primary policies or by a combination of primary and excess policies. Professional Liability is not covered under additional Umbrella Liability coverage.

- 15. PRODUCT INFORMATION AND SAFETY DATA SHEETS:** If applicable to providing the requested MDP SERVICES includes certain products, Vendors must identify the brand/manufacturer of the product being quoted and a model/stock number (if applicable) even if the item being quoted is "AS SPECIFIED". Failure to do so may result in rendering that quoted item "NOT AS SPECIFIED" (NAS). All RFQ submissions must have complete specifications, including the brand/manufacturer, and model/stock number (if applicable) if quoting a "SUBSTITUTE" or "AS EQUAL". Failure to submit complete specifications may be cause for rejection of the entire RFQ submission or rejection of the quoted item(s). All Vendors quoting on hazardous materials must submit a Safety Data Sheet (SDS) on each related item. If applicable to this RFQ, when submitting SDS sheets, Vendors should identify each one with WCSD's seven-digit stock number that is identified on **EXHIBIT C – PRICE SCHEDULE FORM** (Example: WCSD #571/2450).
- 16. SCOPE OF WORK:** WCSD is seeking qualified bidders to provide power washing and graffiti removal services District-Wide on an "as needed" basis.
- 17. RENTAL OF EQUIPMENT:** If a "High Lift" is required for the removal of graffiti, and the successful bidder does not own a High Lift, then it is permissible to rent one. The successful bidder shall rent the "high lift" and bill WCSD for the cost of the rental for the minimum amount of time required for the completion of the job it was rented for plus one (1) hour of staff time. A copy of the rental agreement must accompany the invoice for approval of payment. The rental agreement must state the District location for work that was performed.
- 18. RESPONSE TIME:** WCSD requires that the successful bidder has the ability to respond on the same day as the original request.
- 19. HOURS:** Normal business hours are Monday through Friday 7:30 A.M. To 4:30 P.M., no work shall be done on weekends or WCSD recognized holidays unless specifically authorized by the WCSD Facilities Management Department.

MATERIAL DISTURBANCE PERMIT INFORMATION

(UPDATED AS OF FEBRUARY 2021)

NOTE: Any questions regarding the MDP requirements of this solicitation must be submitted in writing via email to solicitations@washoeschools.net or directly on the WCSD Solicitations website at <https://solicitations.washoeschools.net/Purchasing>.

The building Material Disturbance Permit (MDP) is a WCSD document that identifies asbestos and lead site-specific information, and it is issued by the Environmental, Safety, and Assessment (ES&A) Department. A site-specific MDP is required for each project. Each project and facility require a separate MDP because each facility has specific information and direction regarding asbestos and lead, as each facility is different in that regard. The MDP is to be requested by the Project Manager, or appointed WCSD representative, in accordance with current MDP requirements. No work or related project services can be performed by the awarded Bidder/Contractor in WCSD without a site specific MDP.

I. WATER SYSTEM DISTURBANCE

Improper closing of valves and other improperly conducted disruptions to WCSD facilities can result in cross connections and back siphoning of chemicals and other contaminants into the water supply. Since these disturbances are very important, WCSD has added a water system disturbance section to the MDP. Work, as a part of this contract, may involve the disturbance of a facilities water distribution system and, as such, the Contractor is required to comply with the Water System Disturbance Permit Appendix section of the Material, Water and Lead Disturbance Permit for any work impacting a facility water system.

The Contractor shall carefully comply with all requirements of the Material, Water, and Lead Disturbance Permit, and shall be aware of this process prior to bid preparation and any construction. The permit requirements are hereby made a part of this specification and contract to the same extent as if bound herein and shall apply to all Contractors and Subcontractors.

The Contractor shall be responsible for all costs incurred by WCSD, including the consultant, sampling and testing, clean-up, replacement of effected equipment, materials, etc., and any legal action that may result from an unauthorized disturbance of a water system caused by the Contractor or Subcontractors, resulting in a cross connection or backflow incident.

II. ASBESTOS

WCSD has approximately 60% of its facilities that contain asbestos-containing materials. Contractors performing disturbances to asbestos-containing materials must be properly licensed and trained per the EPA AHERA regulation, as well as other federal, state, and local regulations.

Since so many of the facilities contain asbestos, minor construction activities many times will involve disturbance of materials which contain asbestos. These projects may involve "small scale-short duration" asbestos disturbances also termed "Attachments and Penetrations" to non-friable materials. As a part of this contract, the awarded Contractor will be required to include Attachments and Penetrations into the scope of each project.

A. Asbestos and the Material Disturbance Permit

The Contractor shall carefully comply with all the items of the Building Material Disturbance Permit (MDP) and shall review the permit and become familiar with its contents prior to bid preparation and any construction.

Once an MDP Request is received for a specific project, building materials that have been identified as being disturbed during construction, and/or demolition, will have been tested for the presence of asbestos. These materials will be identified as asbestos-containing or non-asbestos-containing on the building MDP(s) by WCSD's AHERA Management Planner. The MDP must be referred to before any work commences. No outside asbestos sampling of building materials, by the Contractor or a Contractor hired asbestos consultant, is allowed.

All asbestos-containing material must be handled by contractors and/or individuals trained and certified in the removal of asbestos-containing building materials. No asbestos-containing materials shall be disturbed prior to authorization from WCSD. If any material is encountered that is not listed on the MDP, it shall immediately be brought to the attention

of the Project Manager before any work continues that might disturb this material. If any building material listed in the disturbance permit as containing asbestos is improperly disturbed, in the opinion of WCSD, by the Contractor or Subcontractor/s, WCSD will immediately hire a third-party asbestos consultant to investigate possible asbestos contamination, and an asbestos Contractor to perform any recommended clean-up.

The Contractor shall be responsible for all costs incurred by WCSD including the consultant, sampling and testing, clean-up, replacement of affected equipment, materials, etc., and any legal action that may result from an asbestos fiber release incident caused by the Contractor or Subcontractors.

B. Asbestos Abatement (removal of an asbestos material)

Attachments and Penetrations does not include the removal (other than drilling holes) of asbestos containing materials. Any removal of asbestos-containing materials is not an "Attachment and Penetration" activity, but rather an abatement, and any abatement of asbestos materials must be designed by an EPA AHERA certified Asbestos Project Designer. Any abatement project's design will be the responsibility of WCSD to design and provide abatement specifications. Asbestos abatement (removal) must be conducted by an asbestos abatement Contractor, which will be supervised by WCSD and/or a WCSD hired asbestos abatement consultant. The abatement costs will be included into the scope of each project.

i. Asbestos – Attachments and Penetrations

Attachments and Penetrations, for the purpose of this document, is the drilling of holes, installing/removing screws, installing anchors, nails, and staples in non-friable asbestos-containing materials, in which the disturbance may release asbestos fibers. Attachments and Penetrations are minor disturbances that are normal activities such as installing conduits, mounting boxes or brackets, and removing equipment anchors from asbestos containing materials. The MDP will identify which materials at a specific site can be disturbed, and the minimum requirements to perform an asbestos disturbance.

ii. "Small Scale-Short Duration" – WCSD Attachment and Penetration Procedures

WCSD Attachment and Penetration Procedures that the Contractor must utilize, when identified as being required in the MDP, are available from the Project Manager. The Contractor shall submit a WCSD Attachment and Penetration Procedures to the Project Manager. The Project Manager will submit the documents to the ES&A Department for approval.

The Contractor can add additional requirements, but nothing required in the MDP and WCSD Attachment and Penetration Procedures may be omitted. The Contractor must submit the Attachment and Penetration Procedure to the Project Manager to get ES&A approval of these documents prior to any disturbance. The ES&A Department will notify the Contractor upon approval of these documents.

Once the approval of WCSD Attachment and Penetration Procedure and training certificates is received, the Contractor may schedule the disturbance, but must notify the ES&A Department immediately prior to disturbing the asbestos-

containing materials. The Contractor shall provide this notice by calling the ES&A Attachment and Penetration hotline at (775) 325-8490, follow the directions, and leave a message. ES&A Department personnel, Project Managers, Assistant Project Managers/PCI's, and other district personnel may conduct site visits to ensure compliance with the Contractor's submitted and approved procedures.

iii. Asbestos Training Certificates – Abatement

Abatement of asbestos-containing materials, as allowed and identified in the MDP, will be done by an Asbestos Abatement Contractor, with workers that have a minimum of 32-hour AHERA asbestos training (Asbestos Worker), and supervised by an abatement supervisor with 40-hour AHERA asbestos training (Contractor/Supervisor). Workers and supervisors must also get an annual refresher certificate if the original training is greater than one year old. Contractor training certificates will be submitted to the Project Manager at least two weeks prior to the start of the project. The ES&A Department will review the submitted training documentation, verify certificates as required, and approve the abatement workers and supervisors, so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any asbestos disturbances within WCSD.

New workers added after the start of the project, will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays reviewing the documentation will be anticipated and considered on any abatement schedule developed, and asbestos workers and supervisors will not be allowed to work in any way on that project until the documentation has been reviewed and approved.

iv. Asbestos Training Certificates – Attachment and Penetration

Contractors performing "Attachment and Penetration" work on non-friable asbestos- containing materials, as allowed, and identified in the MDP, will be required to have a minimum of 16 hours of AHERA asbestos training (Operations and Maintenance, or O&M), as well as an annual refresher certificate if the original training is greater than one year old. Contractor training certificates will be submitted to the Project Manager at least two (2) weeks prior to the start of the project. The ES&A Department will review the submitted training documentation, verify certificates as required, and approve the Attachment & Penetration technicians, so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any asbestos disturbances within WCSD.

New workers added after the start of the project, will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays reviewing the documentation will be anticipated and considered on any Attachment and Penetration schedule developed, and Attachment and Penetration technicians will not be allowed to work in any way on that project until the documentation has been reviewed and approved.

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v. Asbestos Air Sampling, Respiratory Protection, and Protective Suits

Asbestos personal air sampling is required during any asbestos disturbance. Asbestos air sampling results will be supplied to the ES&A Department, and the Project Manager, within 48 hours of the completion of a disturbance. Laboratory results will be emailed directly to the ES&A Department from the laboratory providing analysis. Handwritten results will not be allowed. Regardless of air sampling results, Contractors will not be allowed to submit a Negative Exposure Assessment so that they can discontinue the use of respirators and personal protective suits. WCSD reserves the right to require this requirement, to reduce the long-term exposure liability from Contractors and workers, which have disturbed this WCSD's asbestos materials.

If training certificates are issued for a class, those training certificates need to be submitted. Wallet cards will not be accepted as a training certificate unless no training certificate is provided by the training provider. In order for a wallet card to be accepted, the Contractor will supply a letter from the training provider stating that no training certificate was provided, and only wallet cards were supplied to attendees. Wallet cards are less desirable due to the small size and mitigate the ability to clearly read and verify all the information on the card. Contractors are encouraged to request a full size 8 1/2" x 11" training certificate from the training providers.

III. LEAD PAINTS, COATINGS, CERAMIC TILE, AND LEAD-CONTAINING MATERIALS IN WCSD FACILITIES

A. Lead-containing paints, coatings, ceramic tile, and lead materials are present in WCSD facilities.

Vendors/Contractors that disturb lead-containing or potentially lead-containing paints, coatings, ceramic tile, and lead-containing materials, by law, are required to know all applicable regulations, and comply with all state and federal regulations that apply to the disturbances to lead-containing paints, coatings, ceramic tile, and lead-containing materials they are conducting. The regulations that are recommended by WCSD for a Contractor to be properly trained and knowledgeable related to lead disturbances, includes, but is not limited to, the following:

- OSHA Regulation CFR 1926.62 – Lead & Appendix A, B, C, and D – Lead Construction Standard
- OSHA Regulation CFR 1910. 1025 - Lead & Appendix A, B, C, and D – General Industry Standard
- EPA, 40 CFR Part 745 – Lead; Renovation, Repair, and Painting Regulation.

B. Lead and the Material Disturbance Permit

The Contractor shall carefully comply with all items of the Building Material Disturbance Permit (MDP) and shall review the permit and become familiar with its contents prior to bid preparation and any construction.

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Once an MDP request is received for a specific project, building materials that have been identified as being disturbed during construction, and/or demolition, will have been tested for the presence of lead. These materials will be identified as lead- containing or not lead-containing on the building MDP(s) by WCSD's ES&A staff. The MDP must be referred to before any work commences. No outside lead sampling of building materials, by the Contractor or a Contractor hired lead consultant, is allowed.

All lead-containing materials must be handled by contractors and/or individuals trained and certified to perform lead disturbances. No lead-containing materials shall be disturbed prior to authorization from WCSD. If any building material listed in the disturbance permit as lead-containing are improperly disturbed, in the opinion of WCSD, by the Contractor or Subcontractor, WCSD will immediately hire a third-party lead consultant to investigate possible lead contamination, and a lead removal Contractor to perform any recommended clean-up.

The Contractor shall be responsible for all costs incurred by WCSD, including the consultant, sampling and testing, clean-up, replacement of the affected equipment, materials, etc., and any legal action that may result from a lead contamination incident caused by the Contractor or Subcontractors.

Vendors/Contractors accept and acknowledge, by signing the MDP, the existence of lead related regulations, and accept all liability related to the disturbance of lead- containing materials, citations resulting from, or any other costs WCSD may incur by the action of all parties of the Vendor's company or companies hired by the awarded Vendor to complete this project.

i. Construction Age of Buildings in WCSD

At the conception of adding lead information to MDPs, it was thought that lead-containing paints, coatings, and ceramic tile were much more likely to be present on more surfaces in WCSD's older facilities. However, recent sampling has shown lead containing paints, coatings and ceramic tiles DO routinely exist, even in its newest facilities. Due to that finding, the age of buildings is not as important as was originally thought. WCSD is still providing construction date information in MDPs because lead-based paint >5000 ppm is much less likely in facilities built after 1978.

ii. Pre – 1978 WCSD Buildings

Paint and coating sampling have shown that paints and coatings contain some levels of lead in the Districts' Pre-1978 facilities. Therefore, all persons performing any disturbance to coatings or paints in its Pre-1978 constructed facilities must utilize lead safe work practices. In addition, any person performing any disturbance to paints, coatings, ceramic tile, and lead-containing materials must have taken an OSHA lead action level training class from a WCSD ES&A Department approved training provider. If identified as lead-containing, the Contractor will be required to perform all disturbances as per the MDP, WCSD provided lead specification, and all local, state, and federal regulations.

iii. Post – 1978 WCSD Buildings

While it was originally thought that paints and coatings on materials other than metal surfaces and ceramic tile typically did not contain lead in WCSD post – 1978 constructed facilities, sampling has shown that is not the case. The MDP will provide specific historical sampling that has been conducted in WCSD facilities. If past sampling has shown the presence of lead-containing paints and coatings in the facility, the Contractor will be required to treat all painted and coated surfaces as lead-containing. If identified as lead-containing, the Contractor will be required to perform all disturbances as per the MDP, WCSD provided lead specification, and all local, state, and federal regulations.

The MDP will state all buildings identified above were constructed after 1978. While it was originally thought that paints, coatings, and ceramic wall tiles are less likely to contain lead in newer WCSD facilities, recent sampling has shown that lead-containing paints, coatings, and ceramic tiles DO routinely exist, even in its newest facilities. Due to that finding, Contractors must treat all paints, coatings, and ceramic tile as lead-containing unless WCSD project sampling has proven otherwise, and it will be deemed negative within the MDP and the project scope. The Vendor/Contractor must comply with all lead-containing or assumed lead-containing paint and coating disturbance instructions and requirements listed in the MDP, WCSD provided lead specifications, and all local, state, and federal regulations, unless the material has been proven, to the satisfaction of WCSD, that said materials do not contain lead.

iv. Lead Removal (The removal of a lead-containing material)

Attachments and Penetrations do not include any removal, demo, welding, sanding, abrading, sandblasting, cutting, grinding, heating, and torch cutting of lead-containing materials, and are not an "Attachment and Penetration" disturbance. These activities must be designed by an EPA Certified Lead Consultant. The project's design for the above-listed activities will be the responsibility of WCSD to design and provide the specs as a part of this bid package. Lead activities listed above must be conducted by a lead removal Contractor, which will be supervised by WCSD and/or WCSD hired EPA Certified Lead Consultant. The lead activities costs will be included in the scope of each project.

v. Lead Attachments and Penetrations

Attachments and penetrations, for the purpose of this document, are the drilling of holes, installing/removing screws, and installing anchors, nails, and staples, in which the disturbance may release lead dust. Attachments and Penetrations are minor disturbances that are normal activities such as installing conduits, mounting boxes or brackets, and removing equipment anchors from lead-containing materials. The MDP will identify which materials at a specific site can be disturbed, and the minimum requirements to perform a lead disturbance.

vi. Lead Safe Work Practices – WCSD Attachment and Penetration Procedures

WCSD Attachment and Penetration Procedures that the Contractor must utilize, when identified as being required in the MDP, are available from the Project Manager. The Contractor shall submit WCSD Attachment and Penetration Procedures to the Project Manager. The Project Manager will submit the documents to the ES&A Department for approval.

The Contractor can add additional requirements, but nothing required in the MDP and WCSD Attachment and Penetration Procedures may be omitted. The Contractor must submit the Attachment and Penetration Procedure to the Project Manager to get ES&A approval of these documents prior to any disturbance. The ES&A Department will notify the Contractor upon approval of these documents.

Once the approval of WCSD Attachment and Penetration Procedure and training certificates is received, the Contractor may schedule the disturbance but must notify the ES&A Department immediately prior to disturbing the lead-containing materials. The Contractor shall provide this notice by calling the ES&A Attachment and Penetration hotline at (775) 325-8490, following the directions, leave a message. ES&A Department personnel, Project Managers, Assistant Project Managers/PCIs, and other district personnel may conduct site visits to ensure compliance with the Contractor's submitted and approved procedures.

vii. Lead Training Certificates – Removal and Attachments and Penetrations

The health and safety of all occupants of WCSD facilities is the number one priority of WCSD. To that end, technicians performing disturbances to lead-containing materials must have adequate training. Contractors performing lead disturbances, as allowed, and identified in the MDP, will be required to have a minimum of "OSHA Lead Action Level" training, as well as an annual OSHA Lead Action Level training certificate if the original training is greater than one year old, before being approved to perform lead disturbances. OSHA Lead Action Level training will be conducted in accordance with OSHA 1926.62(I)(2)(i) thru (viii) and all required topics identified in this standard will be completed to include:

- 1926.62(I)(2)(i) The content of this standard and its appendices.
- 1926.62(I)(2)(ii) The specific nature of the operations could result in exposure to lead above the action level.
- 1926.62(I)(2)(iii) The purpose, proper selection, fitting, use, and limitations of respirators.
- 1926.62(I)(2)(iv) The purpose and a description of the medical surveillance program, and the medical removal protection program including information concerning the adverse health effects associated with excessive exposure to lead (with particular attention to the adverse reproductive effects on both males and females and hazards to the fetus and additional precautions for employees who are pregnant).

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- 1926.62(I)(2)(v) The engineering controls and work practices associated with the employee's job assignment including training of employees to follow relevant good work practices described in Appendix B of this section.
- 1926.62(I)(2)(vi) The contents of any compliance plan in effect.
- 1926.62(I)(2)(vii) Instructions to employees that chelating agents should not routinely be used to remove lead from the bodies and should not be used at all except under the direction of a licensed physician; and
- 1926.62(I)(2)(viii) The employee's right of access to records under 29 CFR 1910.20.

Certificates of Training showing that technicians have successfully completed an OSHA Lead Action Level course and are required to be properly submitted and approved by WCSD's ES&A Department prior to any Contractor's technician performing any disturbances to lead-containing or assumed lead-containing paints or coatings, or any other lead-containing materials. The training certificate must have "OSHA Lead Action Level Training" clearly identified on the training certificate and should have a sentence that states that the training topics covered in the class meet or exceed the training topics of OSHA 1926.62(I)(2)(i) thru (viii).

If training certificates are issued for a class, those training certificates need to be submitted. Wallet cards will not be accepted as a training certificate unless no training certificate is provided by the training provider. In order for a wallet card to be accepted, the Contractor will supply a letter from the training provider stating that no training certificate was provided, and only wallet cards were supplied to attendees. Wallet cards are less desirable due to the small size and mitigate the ability to clearly read and verify all the information on the card. Contractors are encouraged to request a full-size 8 1/2" x 11" training certificate from the training providers.

It is important that Contractor's planning on doing the lead work within WCSD become familiar with the lead training requirements and spend the time confirming that the lead classes being taken are truly an OSHA Lead Action Level course, and not a lead awareness course as identified above. Many training providers have differing training class titles on the lead classes, but only training certificates that are noted as above will be accepted to fulfill the listed WCSD's training requirements. Contractors requiring training are responsible in providing the training providers a clear understanding of what training is required.

Full Lead worker initial and annual training certificates that comply with adjacent state requirements for lead worker certification, will be accepted in lieu of the OSHA Lead Action Level training certificate, as long as they are titled "Lead Worker" and then accompanied with a letter from the training provider certifying that the topics identified in OSHA 1926.62(I)(2)(i) thru (viii) were covered in that class. Contractors are responsible with ensuring and verifying training certificates meet the above listed requirements. Training certificates that do not have "OSHA Lead Action Level or Lead Worker" will not be accepted or submitted.

Contractor training certificates will be submitted to the Project Manager at least two weeks prior to the start of the project. The ES&A Department will review the submitted training documentation and must pre-approve workers so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any lead disturbances.

New workers added after the start of the project, will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays reviewing the documentation will be anticipated and taken into account on any Removal or Attachment and Penetration schedule developed, and Removal and/or Attachment and Penetration technicians will not be allowed to work in any way on that project until the documentation has been reviewed and approved.

viii. Renovation, Repair and Painting Regulations (RR&P) - 40 CFR Part 745.81

Effective April 22, 2010, contractors will be required to be trained and registered with the EPA to conduct regulation applicable renovations, repairs, and painting (RR&P) in all elementary schools or child occupied WCSD facilities constructed prior to 1978 when lead-based paints and coatings are being disturbed. Contractors are reminded that there are some childcare facilities in middle and high school locations, and the RR&P would apply at those locations as outlined in the RR&P regulation requirements.

In general, all firms that disturb 6 square feet of lead-based painted surface per room on the interior, or 20 square feet on the exterior, within a 30-day period in this facility, must comply with the EPA's Renovation, Repair and Painting (RR&P) regulation and must be registered with the federal EPA. Per the Regulation, the area of disturbance is calculated, by adding up the entire surface areas being removed/disturbed, which then determines the amount of painted surface area disturbed. Work that involves window replacement or demolition of a painted surface, the EPA RR&P regulation applies regardless of size if lead-based paint is present.

WCSD requires all workers in RR&P projects involving lead disturbances to have, at a minimum, OSHA lead action level training. This regulation also requires that the Contractor must assign an EPA RR&P certified renovator that is responsible for ensuring and documenting all work is conducted in compliance with the EPA RR&P regulation. There are extensive record keeping and notification requirements that the Contractor must perform. All workers with the minimum OSHA lead action level training, but are not EPA RR&P certified renovator trained, must be trained, and supervised by the EPA RR&P certified renovator.

On a RR&P project, Contractors must have a minimum of one EPA RR&P certified renovator on-site that has successfully attended and passed an 8-hour EPA accredited renovator training course before working in any elementary schools or child occupied WCSD facilities constructed prior to 1978. The renovator's training certification must remain current. Recertification requirements through the attendance of refresher courses are a requirement of this regulation. The renovator

must be on-site throughout the project. The certified renovator is responsible for ensuring that lead safe work practices are utilized per this EPA RR&P regulation, as well as per all WCSD lead requirements and policies that may be more stringent than the EPA and OSHA regulations.

The EPA RR&P regulation requires that personnel disturbing lead containing materials utilize lead safe work practices as identified in the EPA guidance document titled "Steps to Lead Safe Renovation, Repair and Painting", pages 12 through 23.

This document is available electronically at:
https://www.epa.gov/sites/default/files/2013-11/documents/steps_0.pdf.

The Contractor shall submit lead safe work practice procedures, and all RR&P and OSHA lead action level training certificates to the Project Manager at least two weeks prior to the start of the project. The ES&A Department will review the submitted training documentation and must pre-approve workers so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any lead disturbances.

New workers added after the start of the project, will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays reviewing the documentation will be anticipated and taken into account on any RR&P project schedule developed, and EPA RR&P certified renovators and workers will not be allowed to work in any way on that project until the documentation has been reviewed and approved.

This is a general overview of the regulation and the Contractor must refer to the regulation for additional requirements and information. Fines are expensive and are levied toward the Contractor not WCSD, so compliance with this regulation is very important, and it is important that Vendors/Contractors are well versed in this regulation.

ix. Lead Air Sampling, Respiratory Protection and Protective Suits

Lead personal air sampling is required during any lead disturbance. Lead air sampling results will be supplied to the ES&A Department, and the Project Manager, within 48 hours of the completion of a disturbance. Laboratory results will be emailed directly to the ES&A Department from the laboratory providing analysis. Handwritten results will not be allowed. Regardless of air sampling results, Contractors will not be allowed to submit a Negative Exposure Assessment so that they can discontinue the use of respirators and personal protective suits. WCSD reserves the right to require this requirement, to reduce the long-term exposure liability from Contractors and workers, which have disturbed WCSD's lead materials.

IV. INDOOR ENVIRONMENTAL QUALITY

Preventative job site practices will reduce the potential for residual problems with indoor air quality in completed buildings and reduce undue health risks for all workers. The following are the minimum standards required by WCSO for on-site construction in the district.

A. Existing HVAC System

When feasible, the HVAC system for the project area will be shut down for the duration of the project. If occupied spaces will be adversely affected by the shutdown of the system, construction area return registers should be sealed with polyethylene sheeting and secured as an alternative. Registers must be sealed prior to the start of work.

i. Separating Occupied Spaces from Non-Occupied

Keep work areas separate from occupied spaces with polyethylene sheeting (or similar) if there are no other natural barriers in place OR in spaces where air exchange will occur around the barriers.

ii. Ventilation

During the installation of carpet, paints, furnishings, and any other VOC emitting products, provide "spot" ventilation during application/installation and for at least 24 hours after the work is completed. In most cases, opening windows and doors will not be enough to effectively exhaust contaminants. It is recommended that an exhaust fan be used to pull polluted air out of the building. This can be accomplished by placing a fan in a window or door and temporarily sealing any opening around the fan with plastic. Additionally, a door or window at the opposite end of the room should be opened to allow fresh, outdoor air to flow across the work area and sweep polluted air out through the exhaust fan. As long as odors are present, the temporary exhaust ventilation must continue to operate. This may include nights and weekends, as necessary. Ventilation should continue for a minimum of 24 hours after the completion of the project or until there are no more noticeable odors.

iii. Construction Dust

Minimize the amount of dust in the air and on surfaces. Examples include the use of vacuum-assisted drywall sanding equipment and the use of vacuums instead of brooms to clean construction dust from floors.

iv. After Hours Scheduling

Schedule high dust-generating operations or extreme noise-generating activities for after normal working hours. (i.e., saw cutting, jack hammering) and install temporary barriers to confine dust, as necessary.

v. Gasoline/Diesel Powered Equipment

Electric-powered equipment must be used in lieu of diesel or gasoline-powered equipment. Gas and diesel equipment may not be used inside a WCSD building or near an outdoor fresh air building intake.

vi. Material Safety Data Sheets (MSDS)

MSDS must be made be maintained onsite and made available upon request as required by federal law.

vii. Construction Completion

Prior to the occupancy of the building but after the installation of new furniture, carpet, etc., the building should be flushed with 100% outside air for one to three days.

viii. Air Filters

Replace all filtration media immediately at the conclusion of the job.

ix. Monitoring Air Quality

Indoor air quality monitoring will be conducted randomly throughout the project. Results and any recommendations will be communicated through the building inspector to construction management.

x. Pre-Construction Work Area Inspection

Any overhead work including the roof, the Contractor shall conduct a pre-room condition walk-through with WCSD'S Project Manager to determine the level of cleanliness that will be expected at the completion of the project. Contractor shall be responsible for cleaning all exposed surfaces within the facility beneath the work area. At the completion of the project, the Contractor shall clean all exposed surfaces within the facility beneath the aforementioned work area including but not limited to all shelving, duct, lighting, flooring, furniture, etc.

V. LOCK OUT TAG OUT (LOTO) PROCEDURE

Contractor will be responsible for the isolation and termination of all building systems that may be impacted by the scope of work within this bid. Contractor will coordinate all shut- down processes with the construction manager prior to any shutdowns up to and including Lock Out Tag Out procedures 24 hours prior to any shutdowns. WCSD will make the final determination of which systems and locations shall be isolated. All Lock Out Tag Out will be performed at the main service panel.

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❖ **ALL REQUIRED FORMS SPECIFIC TO THIS SOLICITATION (LISTED BELOW) ARE AVAILABLE ON WCSD'S PURCHASING (NON-CAPITAL) SOLICITATIONS WEBSITE AT:**
<https://solicitations.washoeschools.net/Purchasing>.

❖ **EXHIBIT A – SIGNATURE PAGE (REQUIRED FORM)**

If the SIGNATURE PAGE which is a REQUIRED FORM is submitted without an authorized signature, the submission will be rejected in its entirety.

❖ **EXHIBIT B – VENDOR/CONTRACTOR (EMPLOYEE) PUBLIC DISCLOSURE FORM (REQUIRED FORM)**

❖ **EXHIBIT C – PRICE SCHEDULE/SPECIFICATION FORM (REQUIRED FORM)**

❖ **EXHIBIT D – PERSONNEL SAFETY CHECK APPLICATION**

❖ **EXHIBIT E – MATERIALS DISTURBANCE PERMIT**