



**REQUEST FOR PROPOSAL
PROJECT #V211-24-087**

**HVAC Full-Service Maintenance
1 April 2024**



Virginia Military Institute
Lexington, Virginia 24450-0304

REQUEST FOR PROPOSAL (RFP)

RFP# V211-24-087

Issue Date: 1 April 2024
Title: HVAC Full-Service Maintenance
Pre-Proposal Conference Date: **Monday 15 April 2024 at 8:30 AM EST – MANDATORY.**
Questions Due Date: **Thursday 25 April 2024 at 2:00 PM EST**
Due Date: **Tuesday 7 May 2024 at 2:00 PM EST**
Commodity Code: 94155
Issuing Agency: Virginia Military Institute

VMI will accept proposals electronically through the eVA Procurement Portal. Proposals must be uploaded to eVA before the electronic solicitation closes at 2:00 PM on Tuesday, 7 May 2024 at 2:00 PM. No emailed or late proposals will be accepted.

Period of Contract: **1 July 2024 – 30 June 2025** (Annually Renewable Thereafter for four (4) successive one year renewals)

PREPROPOSAL CONFERENCE- Mandatory: A **MANDATORY** Pre-Proposal Conference will be held at Marshall Hall, Center for Leadership and Ethics, Virginia Military Institute in Lexington, VA 24450 on **Monday 15 April 2024 at 8:30 AM EST**. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. A site tour will immediately follow. Attendance at this conference and site tour is a prerequisite to submitting a bid. Any changes resulting from this conference will be issued in the form of a written addendum to this solicitation and publicly posted on www.eva.virginia.gov

All Inquiries For Information Should Be Directed To: LTC Lynn Carmack, CUPO, VCCO, VMI Procurement Services- at Procurement@vmi.edu. **Use of the Understanding of Requirements Form, Attachment E, must be used. No phone calls will be accepted; no emails will be answered. Answers will be posted in the form of an addendum to the RFP.**

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

Date: _____

By: _____
(Signature In Ink)

Name: _____
(Please Print)

_____ Zip Code: _____

Title: _____

EVA Vendor ID or DUNS number _____

Phone: (____) _____

E-mail: _____

Fax: (____) _____

Minority Vendor: _____ Woman owned: _____ Small Business _____ Certification #: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

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Attachments

- Attachment A: **Understanding of Requirements**
- Attachment B: **Offeror Data Sheet**
- Attachment C: **Conflict of Interest Statement**
- Attachment D: **SWaM - Small, Women and Minority-Owned Business Sub-Contracting Plan**
- Attachment E: **Sample Contract**
- Attachment F: **VMI HVAC Backflow Preventers**
- Attachment G: **Work Order HVAC Trouble Call Frequency**
- Attachment H: **VMI HVAC Materials Parts List (Excel)**
- Attachment I: **VMI HVAC Equipment Inventory (Excel)**

I. PURPOSE:

The purpose and intent of this Request for Proposal (RFP) is to establish a comprehensive service contract with a qualified mechanical contractor to provide HVAC maintenance and on-call repair work in facilities at the Virginia Military Institute (herein after referred to as the "Agency" or "Institute"), located at Lexington, Virginia.

II. SMALL, WOMAN-OWNED AND MINORITY (SWaM) PARTICIPATION

It is the mission of VMI Procurement Services to obtain quality goods and services at reasonable costs in a professional, efficient, and responsive manner while adhering to the applicable governing laws of the Commonwealth of Virginia and the policies of the Institute.

In compliance with the Memorandum of Understanding authorized through the *Restructured Higher Education Financial and Administrative Operations Act of 2005* and Chapter 829 of the 2008 *Acts of Assembly*, the Institute requires that “all procurement procedures be conducted in a fair and impartial manner with avoidance of any impropriety or appearance of impropriety, that all qualified vendors have access to public business and that no offeror be arbitrarily or capriciously excluded.”

It is the policy of the Commonwealth of Virginia and Virginia Military Institute to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. To that end, VMI is fully committed to achieving the standards set forth in the Governor’s Executive Order and **expects its partners to support a goal of no less than 42% spend with SWaM certified vendors. Preference will be given during evaluation to those business entities that are current SWaM certified.** Information regarding certification can be obtained at www.SBSD.virginia.gov.

Sub-Contracting Reporting Requirements: It is required that the utilization of small businesses and businesses owned by Women, Minorities and Veterans be reported quarterly and that such businesses will be certified by the Virginia Department of Small Business and Supplier Diversity (SBSD). Only those businesses possessing this certification can be reported in an effort to reach the expected goal of 42%.

All potential Offerors are required to submit A Small Business Subcontracting Plan (Attachment E) unless the Offeror is an SBSBD-certified SWaM business enterprise.

III. VASCUPP EXPANDED COOPERATIVE LANGUAGE:

CONTRACT PARTICIPATION: Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead-issuing institution’s affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution 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 the need may be.

IV. STATEMENT OF NEED:

A. REQUIREMENTS:

Contractor shall furnish HVAC Full-Service Maintenance Services for HVAC related equipment (including all necessary parts, labor, supervision, materials, and equipment) on all heating, ventilation and air condition (HVAC) equipment for Virginia Military Institute in accordance with the terms and conditions and specifications set forth herein.

Contractor shall provide the following services:

1. Preventive Maintenance Services and Routine Service Calls: Regularly scheduled preventive maintenance services and respond to routine service calls (Work Orders).
2. Emergency and Repair Services: Repair services required due to sudden, accidental or catastrophic equipment failures and/or power outages.
3. Improvement-Enhancement Services: Services provided/performed to achieve improved/enhanced equipment operating efficiency or replacement, not included in regularly scheduled preventive maintenance services or routine service calls.
4. Special Events Support Services – Services to support Institute special events.

B. PREVENTIVE MAINTENANCE SERVICES AND ROUTINE SERVICE CALLS

Contractor shall perform all preventive maintenance services necessary to maintain equipment/parts/components in optimum operating condition in accordance with Original Equipment Manufacture's recommendations and also respond to daily routine service calls. Routine service calls will be dispatched and tracked through the Physical Plant's work order system. In order for VMI Physical Plant Customer Service to provide timely information to customers, Contractor will be responsible for providing timely service repair updates and information on all service calls via Physical Plant's work order system and to Physical Plant's Customer Services Coordinator.

Contractor must provide considerable expertise in the repair and maintenance of higher education facility HVAC system operations including pneumatic controls, electronic controls, electrical controls, package and split units, VRV (Variable Refrigerant Volume) and VAV (Variable Air Volume) systems, BAS (Building Automation Systems) systems and programming, monitor and respond to remote alarms, and humidification/dehumidification systems analysis.

Air Filter Changes - Contractor shall furnish and install all air filters, including those for Air Handling Units (AHU) and Variable Air Volume (VAV) box filters at no additional cost to the Institute. Filter changes shall include cleaning of louvers. Air filters shall be changed on a periodic basis in accordance with the attached "VMI HVAC PM Material Parts List." Occasional additional filter changes may be requested for unusual circumstances. Various washable filters across Post will also be regularly serviced.

Contractor shall provide and maintain, at no additional cost to the Institute, an inventory of routine service parts, components, materials, etc. on-site at the Institute that are typically required by the Contractor to provide/perform preventive maintenance services and to ensure uninterrupted operation. Contractor shall be responsible for properly identifying parts, materials, etc., owned by the Contractor and for providing proper security for such items. The Institute will not be responsible for losses of Contractor's parts, materials, etc., stored on site.

Contractor shall furnish and coordinate all rental equipment, as applicable, required to provide/perform preventive maintenance services at no additional cost to the Institute including, but not limited to freight, transportation, rigging, assembly/set-up, installation, disassembly/tear-down, and removal.

Contractor shall provide and add refrigerant as needed to equipment; refrigerant will be billed at actual material cost plus 15% markup. Contractor shall be responsible for ensuring their refrigerant management program is EPA, federal, state and locally compliant. Contractor shall provide a refrigerant tracking report to the Institute as requested documenting refrigerant used to perform services. Contractor shall establish and maintain records and make these records available to the Institute within forty-eight (48) hours upon request. All refrigerant records shall be reported to the Institute annually (at a minimum), and upon expiration (or termination) of this contract.

Contractor shall maintain equipment rooms housing HVAC and refrigeration systems in a neat, clean and orderly condition. Contractor shall clean-up after providing/performing all services including, but not limited to, proper disposal of part containers, shipping crates, used parts and used oil.

Equipment/services excluded from preventive maintenance services will include repairs due to vandalism.

Window air conditioning units are excluded from this contract. Residential houses' hot water boilers and steam boilers are excluded from this contract.

All cooling towers and chillers are under separate contract between the Institute and original equipment manufacturers (OEM) and therefore are excluded from this contract. Contractor's responsibility will be to investigate any chiller BAS alarms or verify if a warm chilled water loop indication is present. Contractor will attempt to reset a chiller to restart and continue to monitor until an assessment is made on the need for OEM services. Water treatment services are also excluded from this contract.

Contractor shall perform annual back-flow preventer tests and necessary repairs on all backflow prevention devices, excluding fire sprinkler systems. Confirmation of testing shall be submitted to the Contractor Administrator. See attachment "VMI HVAC Backflow Preventers".

Contractor will provide weekly status reports, which, at a minimum, includes identifying outstanding issues, tracking recurring issues, monitoring parts deliveries, pending repairs, pending preventive maintenance schedules, etc.

Contractor shall be cognizant of performing work in "sensitive" areas of the Institute including, but not limited to, the areas of Memorial Hall (museum), Jackson House (museum), Davidson Tucker House (museum), VMI Health Center (infirmary), VMI Post Police, and IT Server Rooms.

Contractor shall submit with their proposal a preliminary preventive maintenance schedule and detailed plan that lists tasks to be performed and frequency for all major equipment. Contractor shall submit a detailed preventive maintenance schedule that includes all associated tasks to the Institute's Contract Administrator within sixty (60) days of contract award. Contractor shall provide records of preventive maintenance services performed upon request of the Institute's Contract Administrator or designee. Records shall indicate, at a minimum, the date last scheduled inspection was performed, preventive maintenance performed, noted deficiencies, and any other pertinent information. Preventive maintenance records shall be sufficiently detailed to demonstrate that maintenance services performed on equipment meets manufacturer's warranty requirements for record purposes. Contractor shall keep current an inventory of all equipment serviced, including equipment description, location, manufacturer, model/serial number, and required preventative maintenance parts and quantities. This inventory shall be made available to VMI upon request.

Contractor will research and procure OEM and non-OEM parts for repairs found on service calls generated by VMI or problems found while on routine maintenance. The limit per part procured is \$1,500.00. All parts will have a maximum 15% markup per item. Contractor will provide VMI Accounts Payable invoices from each vendor to VMI for every item purchased as backup documentation. If an individual part is above \$1500.00 limit, contractor will submit to Procurement Services (or VMI designee) for approval prior to contractor processing the part order. The Institute will determine if parts exceeding the \$1,500 limit will be procured by the Institute or approval given to the contractor for purchase. All contractor parts invoices are to include an itemized summary. Parts invoices are to be submitted monthly.

Preventive maintenance services and routine service calls shall be performed on a lump sum price basis in accordance with Section X. Specification & Bid Form/Pricing Schedule.

C. EMERGENCY AND REPAIR SERVICES

Contractor shall be responsible for emergency and repair services due to sudden, accidental or catastrophic equipment failures and/or power outages, regardless of the reason for system failure. Emergency repair services which occur and are authorized by the Institute outside of normal business hours, including but not limited to “call back services”, shall be billed on a time and material basis in accordance with the hourly rate schedule for actual time spent on the job site; travel time will not be charged.

Material, parts and supply costs will be billed in accordance with preventive maintenance and routine service calls procedures. The Contractor shall receive authorization from the Institute prior to proceeding with emergency/repair services.

Contractor shall be available for 24-hour emergency service, seven days per week, weekends and holidays included. Contractor shall provide an emergency repair telephone number. Contractor shall, upon notification from the Institute of an emergency, have a technician on site within two (2) hours.

D. IMPROVEMENT-ENHANCEMENT SERVICES

Services to improve, enhance, or replace equipment or systems may be requested by the Institute on an as needed hourly labor rate basis. Transportation, travel time and other expenses will not be paid for separately, but shall be included in the proposed hourly rates.

Material, parts and supply costs required in the performance of improvement-enhancement services may be provided by the contractor, but will be billed at a maximum 15% markup.

The contractor will be required to provide a not-to-exceed estimate of the cost and descriptive information of the work. Work approved by the Institute will be scheduled prior to commencement. The Institute reserves the right to bid separately any improvement-enhancement services and reserves the right to purchase parts and materials from other sources.

Contractor may not use personnel assigned to preventive maintenance and service calls to perform work under improvement-enhancement services.

E. SPECIAL EVENTS SUPPORT SERVICES

Contractor shall provide support services for Institute special events as requested by the Institute. Special events may include, but not be limited to, athletic and academic events which occur outside normal business hours. These services shall be performed on an hourly labor rate basis in accordance with the hourly rate pricing schedule when they occur outside of a normal work week schedule.

F. EQUIPMENT

Equipment shall include, but not be limited to, the representative systems identified in attachment “VMI Building HVAC Equipment List”. “VMI Building HVAC Equipment List” is a representation of equipment at the Institute and may not be an accurate up-to-date detailed listing. Maintenance services will not only be limited to major pieces of equipment but will also include all appurtenant devices and associated equipment/parts/components such as air

compressors, air intake screens, hot water boilers (filters, motors, couplings, strainers, valves, electrical wiring, VF drives) chillers, coils, cooling towers, control valves, heat exchangers, electrical controls, electrical starters and disconnects, exhaust fans, fans, fan chambers, fan coil units, fan scrolls, filters, heating and cooling coils, isolation eliminators, isolation valves, motors, motor starters, piping and related devices (balancing valves, check valves, coils, isolation eliminators, strainers), plenums, pneumatic controls, pumps, rotary screws, terminal units, tube bundles, unit ventilators, vacuum breakers, and valves.

HVAC Contractor will maintain steam and condensate piping and specialties including the steam isolation valve upstream of the equipment to and including the condensate isolation valve downstream of the equipment, excluding steam traps. HVAC Contractor will maintain automatic steam control valves serving HVAC equipment. HVAC contractor will maintain steam related HVAC equipment within the confines specified including piping and specialties (blow-down valves, strainers, etc.).

VMI's Heat Plant staff will maintain steam and condensate piping, pumps, and receiving tanks Post-wide up to the last manual isolation valve prior to HVAC equipment and then downstream from the first manual isolation valve downstream of the HVAC equipment. Heat Plant staff will maintain steam traps serving HVAC equipment.

Equipment shall also include domestic ice making machines and commercial food/beverage storage refrigeration equipment.

Preventive maintenance services shall be performed for all pneumatic, electronic and digital control equipment devices regardless of manufacturer.

Contractor shall accept all equipment in "as-is" condition.

G. CONTRACTOR PERSONNEL

1. HVAC Supervisor:

Distinguishing features of the work:

- a. Performs Master level HVAC work with responsibility for leading, prioritizing, planning and accomplishing assignments through efficient management of personnel.
- b. Provides exceptional customer service through communication, coordination and pro-active planning.
- c. Regular communications with the Institute's Contract Administrator or designee.
- d. Plans working details and follows sketches, HVAC diagrams, and/or blueprints.

Examples of Duties:

- a. Supervision, development and follow-up of work assignments to personnel.
- b. Provide timely updates on priority HVAC issues to Physical Plant's Customer Services Coordinator.
- c. Provide regular and timely updates to work order assignments through appropriate communications and Physical Plant's work order system.

- d. Plan and perform work according to required code.
- e. Troubleshoots and repairs all types of commercial HVAC equipment.
- f. Perform other HVAC related duties as may be assigned.

Requirement of Craft:

- a. Must be qualified through factory or other training to work on specific makes and types of equipment to be repaired/serviced. Proof of completion to be submitted by the Contractor when requested by the Agency.
- b. Shall be appropriately certified/licensed by the Commonwealth of Virginia Department of Professional and Occupational Regulations to perform HVAC and related mechanical work.
- c. Prior experience of five (5) years or more with same or other HVAC companies.

2. HVAC Mechanic(s):

Distinguishing features of the work:

- a. Performs Master/Journeyman level HVAC work with responsibility for determining work methods to be used in accomplishing assignments.
- b. Plans working details and follows sketches, HVAC diagrams, and/or blueprints.

Examples of duties:

- a. Plan and perform work according to required code.
- b. Troubleshoots and repairs all types of commercial HVAC equipment.
- c. Installs all types of commercial HVAC equipment.
- d. Perform other HVAC related duties as may be assigned.

Requirements of Craft:

- a. Must be qualified through factory or other training to work on specific makes and types of equipment to be repaired or serviced. Proof of completion to be submitted by the Contractor when requested by the Agency.
- b. Shall be appropriately Master/Journeyman certified/licensed by the Commonwealth of Virginia Department of Professional and Occupational Regulations to perform HVAC and related mechanical work.
- c. Prior experience of five (5) years or more with same or other HVAC companies.
- d. Contractor shall provide a sufficient number of qualified/trained personnel to perform the work required under this contract and shall provide its proposed staffing plan with the proposal.

Other contractor support personnel (apprentices, administration, etc.) shall be specified in the contractor's staffing plan.

- 3. Employment Policies:** Contractor employment policies shall meet the requirements of the *Fair Labor Standards Act* and all other regulations required by Federal or State

Law. All material relating to personnel policies and procedures will be made available to the Institute.

4. **Adequacy:** Contractor to provide sufficient personnel to ensure efficient and courteous service and must have adequately trained relief personnel available to substitute in the absence of regular employees. All staff shall be employees of the Contractor, who shall be solely responsible for the payment of wages and benefits.
5. **Approval:** Personnel assigned by the Contractor to fulfill the requirements of this contract must be approved by the Institute. Subsequent changes in assignments are to be made by the Contractor only after prior consultation with, and approval of the Institute's Contract Administrator.
6. **Personnel Replacement:** The institute reserves the right to request replacement of any Contractor personnel assigned to fulfill the requirements of this contract for good cause as determined by the Institute, or for actions considered to be not in the best interests of the Institute. Such action will be taken only after consultation with the Contractor's Administrator. If the Institute's Contract Administrator determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the contract may be terminated by the Institute's Contract Administrator for default or for the convenience of the Institute, as appropriate, or, at the discretion of the Institute's Contract Administrator if he finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Institute for any resultant delay, loss, or damage.
7. **Conduct:** Contractor employees must strictly adhere to VMI Post regulations regarding personal behavior and all other rules and regulations of the Institute.

H. REPORTING AND DELIVERY REQUIREMENTS:

1. The Contractor shall provide a sufficient number of qualified supervisors and employees to physically inspect, monitor, and supervise the Contractor's employees, ensuring adherence to the work schedule and quality of work. One supervisor shall be appointed as main contact for the Institute. The supervisor will report to the Institute's Contract Administrator or his designee daily when work is being performed under this contract. The supervisor will provide notification of any leave of absence from the job site and a designated primary contact in his absence. At all times, contractor will have a designated leadership contact person. A 24-hour emergency contact number shall be provided to the Institute from the Contractor.
2. The supervisor shall be responsible for all keys assigned to unlock spaces and for the security of the building. Supervisors shall not leave spaces open when not working that area. Keys shall be picked up each workday from a secure location designated by the Institute. Keys are to remain on Post at all times and shall be returned and secured in the designated location at the end of each workday. Contractor is responsible for

replacement of lost keys and/or re-keying, if necessary, at no additional cost to the Institute.

3. The supervisor shall be responsible for the conduct and performance of the Contractor's employees, in addition to being in compliance with the following rules:
 - a. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on Institute's premises.
 - b. No loud, boisterous or rude conduct will be permitted.
 - c. Contractor's employees shall not use or tamper with office machines, equipment and Institute employee's personal property unless approved by the Institute.
 - d. Contractor's employees shall not use Institute telephones at any time.
 - e. Smoking is allowed only at designated smoking areas. No smoking is allowed inside buildings. Refer to VMI General Order 45 Tobacco Use Policy.
4. Unauthorized Personnel: The Contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any person unless said person is an authorized Contractor employee performing work under the contract.
5. Uniforms: Contractor's employees shall be uniformed in readily identifiable clothing at all times when performing work under this contract. Uniforms shall be provided by the Contractor at no cost to the Institute.

I. PROCEDURES FOR NORMAL WORKING HOURS SERVICE CALLS:

1. Requests for services shall originate from and shall be coordinated by the VMI Physical Plant. During normal business hours, 7:30AM to 4:00PM, Monday through Friday, the Contractor shall check in with the Physical Plant prior to the beginning of work, provide the Institute with its supervisor's name, and check-out with the Physical Plant upon completion of work. Work receipt(s) shall be checked-in and checked-out by a designated Physical Plant employee.

Virginia Military Institute operates on an annual schedule to support academic activities which includes working during several normally nationally recognized holidays. The Institute's recognized holidays include New Year's Day, Memorial Day, Juneteenth, Fourth of July, Thanksgiving and Christmas. The contractor shall adjust their holiday work schedule accordingly in order to provide support to the Institute's academic operating schedule.

J. PROCEDURES FOR AFTER HOURS EMERGENCY SERVICE CALLS:

1. After Hours Emergency calls are defined as calls for service between the hours of 4:00PM and 7:30AM, Monday through Friday. Weekend emergency calls are defined as calls for service between the hours of 4:00PM Friday until 7:30AM Monday.

2. Contractor shall, upon notification from the Institute of an emergency, have a technician on site within two (2) hours.
3. The Contractor shall report to the Physical Plant's designated standby personnel.
4. Once the Contractor has made the necessary repairs, they are to check out with the Physical Plant's standby personnel.
5. The Contractor is to report to the Physical Plant the next business day a work ticket showing hours worked and materials used.
6. Contractor shall charge no more than 1 ½ times the fixed hourly rate for the individual(s) performing the service.

K. CONTRACTOR RESPONSIBILITIES:

1. The Contractor shall provide an on-call number to the Institute that will enable 24 hour service, 365 days a year.
2. The Contractor shall be responsible for providing the appropriate tools, equipment, and skilled personnel required to accomplish the work and for adequately supervising them during the performance of the task to assure that the work is accomplished in compliance with all applicable NEC laws, ordinances, rules, regulations and codes, including OSHA requirements, and any dated version of the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development in effect during the contract period. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's electrical, fire protection and life safety systems or any other building's features that will overload or render useless any circuit or groups of circuits.
3. 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 pre-existing HVAC materials and equipment of the building(s) involved.

L. USE OF PREMISES:

1. On or about the premises and adjacent areas, the Contractor shall cause all apparatus, storage of materials and activities of workmen to be confined to the limits indicated by law, ordinances, permits and the directions of the Contract Administrator and shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not unduly interfere with the progress of the work or the work of any other Contractor.
2. The Contractor shall be responsible for repairing or replacing any work damaged by his operation immediately after notification by the Contract Administrator of damages found to any work at the site.

3. It shall be the responsibility of the Contractor to report to the Contract Administrator any damages found prior to any work at the site.

M. ACCESS TO AND INSPECTION OF WORK:

1. The Contract Administrator, his agents, any public authority and their representative shall at all times have access to the work, wherever it is in preparation or progress. Contractor shall provide safe facilities for such access and for inspection.
2. If the contract documents, the Contract Administrator's or his agent's instructions, laws, ordinances or regulations of any public authority require any work to be tested or approved, Contractor shall give the Contract Administrator or his agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Contract Administrator or his agent or other proper authorities, be uncovered for examination at Contractor's expense.

V. MANDATORY PRE-PROPOSAL CONFERENCE:

A mandatory pre-proposal conference will be held on 15 April 2024, 8:30 A.M. at Marshall Hall, Center for Leadership and Ethics, Virginia Military Institute, Lexington, VA 24450. The purpose of this conference is to allow potential offeror's an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offeror's having a clear understanding of the specification/statement of need and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offeror's who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster.

Vendors should RSVP their plan to attend the pre-proposal meeting and bring a copy of the solicitation with you by emailing procurement@vmi.edu. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the Evaluation Committee will be to recommend the Contractor(s) who is most responsive to the herein described needs of Virginia Military Institute. The proposals shall be evaluated by the Institute using the following criteria:

No.	Criteria	Maximum Point Value
1	Offeror's Plan for Providing Services	25
2	Qualifications, including Technical, Experience and Number of Offeror/Personnel	25
3	Price	20
4	Small, Women-Owned, and Minority-Owned Participation Plan	20
5	References	10
	Total Points	100

B. AWARD OF CONTRACT:

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 which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Institute may cancel this Request for Proposals or 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 (Code of Virginia, § 2.2-4359D). Should the Institute determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. 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.

VII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS:

1. RFP Electronic Response

In order to be considered, Offerors must submit a complete electronic response to this RFP utilizing the eVA procurement portal.

- a. All proposals must be uploaded to the eVA portal prior to the RFP closing date and time. Proposals that are not submitted timely shall not be accepted by the Procurement Officer.
- b. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the offeror shall not be subject to public

disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protection of Section 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

2. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Institute requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Institute. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
3. All proposals shall be received electronically no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time shall not be considered.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Institute. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding explanation session only and does not include negotiation. The Institute will schedule the time and location of these presentations. Oral presentations are an option of the Institute and may or may not be conducted.
5. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested the Institute may require prompt submission of missing information after the receipt of Offeror's proposal.
6. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
7. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposals should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number and sub-letter, and repeat the text

of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the Institute may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. The return of the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Complete Offeror Data Sheet, included as Attachment B to the RFP, and other specific items or data requested in the RFP.
3. Small, Women-Owned and Minority Business Participation. The Offeror must submit the following data for small businesses, women-owned businesses and minority-owned businesses: 1) ownership, 2) utilization of small, women-owned and minority-owned businesses for the most recent 12 months. Forms for submission of this data are provided in Attachment D.
4. A written narrative statement to include how the Offeror plans on accomplishing the work in the Statement of Needs, as follows:
 - a. Offeror's Plan for Providing Services – Complete and detailed description of the Offeror's method and plan for providing services to the Institute including:
 - i. Description of what specific services the Offeror proposes to provide to include but not be limited to, when the services will be performed, by whom, and the anticipated durations for typical services.
 - ii. Identification of applicable codes, regulations, standards and manufacturer's recommended practices to be followed by the Offeror.
 - iii. List of service equipment to be used by the Offeror in the performance of work included in this solicitation.
 - b. Qualifications, including Technical, and Experience of Offeror/Personnel Qualifications and Experience - The expertise of staff assigned, the number of staff assigned, qualifications and areas of expertise of those designated. Provide resumes for each key personnel that will be servicing the contract. Describe his or her experience and responsibilities in rendering the services as described herein.

List any sub-Contractors to be employed and their credentials. List current accounts and lost accounts on the Offeror Data Sheet (Attachment B).

- c. Price- The fees/prices charged by the Offeror for providing the equipment and services in the proposal.
- d. Small, Women-Owned, and Minority-Owned Participation Plan - It is the policy of the Commonwealth of Virginia to contribute to the 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 participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required. By submitting a proposal, Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP may ultimately result in rejection of the proposal.
- e. References – Provide minimum (4) recent references, either educational or governmental, for whom you have provided the type services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual the Institute has your permission to contact.

VIII. MANDATORY GENERAL TERMS AND CONDITIONS:

- A. **PURCHASING MANUAL:** This procurement is subject to the provisions of the Commonwealth of Virginia’s Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. In addition, the manual may be accessed electronically at <https://vascupp.org> or a copy can be obtained by calling Procurement Services at (540) 464-7323.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (proposals), (offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where

applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the 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.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia 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

- G. **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.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
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; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. 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.
 - c. 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.
 - d. 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.

- e. 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 (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) 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
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. 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.
3. 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.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS*

MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS)**: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth 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 therein.
- M. **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.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **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 Purchasing Agency 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 Purchasing Agency 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 Purchasing Agency'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 Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. 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 *Vendors Manual*. 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 Purchasing Agency or with the performance of the contract generally.

- P. **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.
- Q. **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.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the **general style, type, character, and quality of the article desired**. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers

shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the 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 §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage 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 vehicle).

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	

Code of Virginia § 8.01-581.15

<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

V. **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.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide

goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

IX. SPECIAL TERMS AND CONDITIONS:

A. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

- B. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Virginia Military Institute will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Virginia Military Institute has purchased or uses any of its products or services, and the contractor shall not include Virginia Military Institute in any client list in advertising and promotional materials.
- C. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify Physical Plant 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.
- D. **ALTERATIONS TO PROPOSALS:** Prior to submission of proposals, alterations may be made, but they must be initialed by the person signing the proposal. The proper procedure is to draw a single line through the information to be changed, insert the desired information, and initial the change. Erasures, typewriter strike-overs, or the use of correction fluid on bid form that affect unit price, quantity, quality, or delivery may result in the rejection of the line item involved in the proposal.
- F. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- G. **BID PRICES:** The labor rates specified by the bidder shall include profit and all such direct and indirect overhead costs as transportation, general and administrative cost, profit on material, etc. Labor hours paid under this contract shall be only for productive handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is overhead and must be included in the rates offeror for service. When estimates of cost are requested, these are not to be charged directly but must be included in the basic labor rate offered amounts as overhead.
- H. **CANCELLATION OF CONTRACT:** The Institute reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period and upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- I. **CONFLICT OF INTEREST:** The Offeror represents to the Institute that it is entering into this agreement with the Institute does not entail any violation of the Virginia Conflict of Interest Act.

- J. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Virginia Military Institute, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

- K. **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 Commonwealth.

- L. **OFFEROR UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that are not understood. The Institute will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Purchasing Office. Offerors must ensure that written inquiries reach the buyer by 2:00 PM on Thursday, 25 April 2024. A copy of all inquiries and the respective response will be provided in the form of an addendum posted to the eVA solicitation. These questions may be sent by email to procurement@vmi.edu using Attachment A, the Understanding of Requirements form.

- M. **OFFER ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 90 days. At the end of the 90 days, the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

- N. **REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

	<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>
	<u>TELEPHONE</u>		
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

- O. **RENEWAL OF CONTRACT:** This contract may be renewed by the Institute for four (4) successive one year periods under the terms and conditions stated herein. Such written notice shall be given approximately 90 days prior to the expiration date of each contract period.

- 1. If the Commonwealth elects to exercise the option to renew the contract for an additional

one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by the percentage increase/decrease of the “other services” category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “other services” category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

P. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Institute. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Institute 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.

Q. **WORK SITE DAMAGES:** Any damages to existing utilities, equipment, finished surfaces and to the Institute’s property caused by the acts of omissions of the Contractor’s agents, employees or invites shall be repair/restored to the Institute’s satisfaction at the Contractor’s expense.

R. **WARRANTY OF MATERIALS AND WORKMANSHIP:**

- a. The contractor warrants that unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by person qualified at their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent for ad in addition to any of the contractor’s other guarantees or obligations in this contract.

S. **WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), 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 agency determines that the estimated price is not fair and reasonable, the agency 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 log in with the designated contract administrator each day before and after work to confirm labor hours.

T. **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 the 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 Institute'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 his operations, to the end at all times the site of the work shall present a neat, orderly and workmanlike appearance.
5. Vehicle parking shall be permitted in designated areas only.

U. **SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

A. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

B. Each prime contractor who wins an award in which provision of a small, women, or minority-owned (SWAM) procurement plan is a condition of 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. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. 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 remedies may be assessed in lieu of withholding such payment.

V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS AND ORDERS:** : The eVA Internet electronic procurement solution, web site portal eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state

agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at eva.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

X. METHOD OF PAYMENT:

Virginia Military Institute will authorize payment to the contractor after receiving satisfactory service and receipt of the contractor’s correct invoice for services rendered.

Invoice documents shall include the contract number and purchase order number. Invoices must correspond with contract prices. Unless specified otherwise in a purchase order change form or a contract modification agreement, invoices shall be sent to the following address:

Virginia Military Institute
Accounts Payable
330 VMI Parade
Lexington, VA 24450

Invoices should be sent electronically to Payables@VMI.edu

XI. BID FORM/PRICING SCHEDULE:

The offeror agrees to provide services in compliance with the Statement of Need and Terms and Conditions of this Request for Proposal as follows:

Lump Sum Price Schedule for Preventive Maintenance Services and Routine Service Calls on these facilities:

Aquatics Center	\$ _____/Year
Barracks (Old, New, Third)	\$ _____/Year
Cameron Hall	\$ _____/Year
Carroll Hall	\$ _____/Year
Clarkson-McKenna & Foster Stadium	\$ _____/Year
Cocke Hall	\$ _____/Year
Cocke Hall Annex	\$ _____/Year
Cormack Hall	\$ _____/Year
Corps Physical Training Facility	\$ _____/Year
Crozet Hall	\$ _____/Year
Davidson Tucker House	\$ _____/Year
Gray-Minor Stadium	\$ _____/Year
Hinty Hall	\$ _____/Year
Memorial Hall	\$ _____/Year
Kilbourne Hall	\$ _____/Year
LeJeune Hall	\$ _____/Year
Mallory Hall	\$ _____/Year
Marshall Hall Center for Leadership & Ethics	\$ _____/Year
Maury-Brooke Hall	\$ _____/Year

Moody Hall	\$ _____/Year
Neikirk Hall	\$ _____/Year
Nichols Engineering Building (includes Morgan Hall)	\$ _____/Year
Old Post Hospital	\$ _____/Year
North Post Firing Range & Latrine	\$ _____/Year
Paulette Hall (includes Welding Shop)	\$ _____/Year
Physical Plant Grounds Maintenance Shop	\$ _____/Year
Post Residences	\$ _____/Year
Preston Library	\$ _____/Year
Richardson Hall & Infill Bldg	\$ _____/Year
Scott Shipp Hall	\$ _____/Year
Shell Hall	\$ _____/Year
Smith Hall	\$ _____/Year
Jackson House	\$ _____/Year
VMI Health Center	\$ _____/Year
TOTAL LUMP SUM PRICE	\$ _____/Year

Price Schedule for Emergency and Repairs, Improvement-Enhancement Services, and Special Events Support Services

Man-hours paid under this contract shall be only for productive hours at the job site. Time spent in transportation of workers, material acquisition, handling and delivery, or for movement of contractor owned or rented equipment is not chargeable directly, but is overhead and the cost shall be included in the hourly rate. The hourly rate shall also include direct labor, general and administrative overhead, taxes, insurance, profit and the cost of equipment that is normal and necessary (trucks, tools, etc.) **The Institute will not accept an offer with a minimum charge stipulation.**

Failure to complete any of the hourly rates listed below will be cause for rejection of proposal (via a non-responsive determination). Any offeror who enters \$0 on a pricing blank or leaves it blank shall be considered non-responsive.

Costs for materials, parts and supplies shall be billed at Contractor’s actual invoice cost plus up to a maximum 15% markup (contractor shall furnish copies of all invoices for materials) or discount off the list price.

Hourly Rate Price Schedule for Emergency and Repairs, Improvement-Enhancement Services, and Special Events Support Services:

<u>Category</u>	<u>Straight Time Hourly Rate</u>	<u>Overtime Hourly Rate</u> <u>(Nights, Weekends, Holidays)</u>
(a) Master Mechanic	\$ _____/hour	\$ _____/hour
(b) Journeyman Mechanic	\$ _____/hour	\$ _____/hour
(c) Apprentice	\$ _____/hour	\$ _____/hour
(d) Helper	\$ _____/hour	\$ _____/hour
(e) Technician	\$ _____/hour	\$ _____/hour
(f) Other	\$ _____/hour	\$ _____/hour
(g) Project Manager	\$ _____/hour	\$ _____/hour
(h) Mechanical Engineer (PE)	\$ _____/hour	\$ _____/hour

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

OFFEROR: _____

RFP#: **RFP #V211-24-087**

Date: _____

The following question concerns specifications, Section (number _____

Paragraph _____, page _____.

All responses to questions will be posted as an Addendum in eVA.

Questions Submitted by: _____

NAME

ORGANIZATION

PHONE

EMAIL

This form should be submitted by email to procurement@vmi.edu

ATTACHMENT B

The following information is required as part of your response to this solicitation. Failure to complete and submit this form may result in disqualification of your bid as non-responsive.

QUALIFICATIONS: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

VENDOR'S PRIMARY CONTACT:

Name: _____ Phone: _____

Email: _____

Length of Time in this Business: YEARS: _____ MONTHS: _____

REFERENCES: Indicate below a listing of at least three (3) current or recent accounts, either commercial, industrial or governmental, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact.

COMPANY: _____ CONTACT NAME: _____

PHONE: _____

EMAIL: _____

FAX: _____

PROJECT: _____

DATE(S) OF SERVICE: _____ VALUE: \$ _____

COMPANY: _____ CONTACT NAME: _____

PHONE: _____

EMAIL: _____

FAX: _____

PROJECT: _____

DATE(S) OF SERVICE: _____ VALUE: \$ _____

COMPANY: _____ CONTACT NAME: _____

PHONE: _____

EMAIL: _____

FAX: _____

PROJECT: _____

DATE(S) OF SERVICE: _____ VALUE: \$ _____

ATTACHMENT C

CONFLICT OF INTEREST STATEMENT

The following information is required as part of your response to this solicitation. Failure to complete and submit this form may result in disqualification of your bid as non-responsive.

NAME: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

FEDERAL ID NUMBER (FIN): _____

THE ABOVE FIRM IS A: (CHECK, AS APPLICABLE)

- | | |
|--|--|
| <input type="checkbox"/> SMALL BUSINESS | <input type="checkbox"/> INDIVIDUAL BUSINESS |
| <input type="checkbox"/> WOMAN-OWNED BUSINESS | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> MINORITY-OWNED BUSINESS | <input type="checkbox"/> PARTNERSHIP |
| <input type="checkbox"/> SHELTERED WORKSHOP | <input type="checkbox"/> CORPORATION |

RELATIONSHIP WITH VIRGINIA MILITARY INSTITUTE:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE *CODE OF VIRGINIA*, SECTION 2.1-639.1-639.24? YES NO

IF YES, EXPLAIN:

SIGNATURE OF OFFEROR

DATE

Please tell us how you received this solicitation:

- You were notified through the eVA Procurement Portal.
- You obtained a copy from the Virginia Department of Small Business and Supplier Diversity.
- Other (please specify) _____.

ATTACHMENT D

Small Business Subcontracting Plan

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B..

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD- certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M)	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 (\$ or %)

**ATTACHMENT E
SAMPLE CONTRACT
VIRGINIA MILITARY INSTITUTE
Lexington, Virginia 24450**

PROCUREMENT SERVICES
Phone 540-464-7323 Fax 540-464-7669
314 Smith Hall

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: V211-24-087

This contract entered into this _____ day of _____, 2024 between _____
SSN/FIN: _____, hereinafter known as the "Contractor" and the
Commonwealth of Virginia, Virginia Military Institute, hereinafter known as the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall _____.

PERIOD OF PERFORMANCE: _____.

COMPENSATION AND METHOD OF PAYMENT: _____.

CONTRACT DOCUMENTS: The contract documents shall consist of:

- (1) This signed form
- (2) The Contractor's Proposal/Bid and any modifications, if applicable.
- (3) The General Terms and Conditions
- (4) Special Terms and Conditions as required

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: _____
LTC Lynn W. Carmack, CUPO, VCCO

For: _____

For: Virginia Military Institute

Title: _____

Title: Assistant Director of Procurement Services

Attachment F: VMI HVAC Backflow Preventers

Building	Unit ID	Location	Room	Equip Type	Make	Model #	Serial #
Barracks 3rd / Lejeune	BFP	000fl	3G 07 Mech Rm	backflow	Watts	1" 909 QT RPZ	638981
Barracks 3rd / Lejeune	BFP	000fl	3G 07 Mech Rm	backflow	Watts	2" 909M1 QT RP	439110
Barracks 3rd / Lejeune	BFP	000fl	3G 07 Mech Rm	backflow	Watts	3/4" 909 QT RPZ	644051
Barracks 3rd / Lejeune	BFP	00fl	3-101	backflow	Watts	4 in. Watts 909 RP	215892
Barracks 3rd / Lejeune	BFP	00fl	3-101	backflow	Watts	1 in. Watts 909 QT RPZ	42225
Barracks New	BFP	00fl	C-04 Mech Rm / Chute Rm over chute	backflow	Watts	3/4 in. Watts 909 QT RPZ	21033
Barracks Old	BFP	00fl	S-5 Sprinkler Control Rm	backflow	Watts	1" Watts 909 QT RPZ	49093
Cameron	BFP	01fl	229 Mech Rm	backflow	Watts	1-1/2" MZ01	45628
Cameron	BFP	01fl	229 Mech Rm	backflow	Watts	3/4" 009-M2QT	35770
Cameron	BFP	01fl	229 Mech Rm	backflow	Watts	3/4" LF009-M3QT	37945
Carroll	BFP	01fl	Press Rm	backflow	Watts	909 MOD QT RPZ 3/4"	42451
Carroll	BFP	01fl	chiller pump room	backflow	Watts	LF909 QT RPZ	014901
Clark King	BFP	00fl	Mech Rm Pool	backflow	Watts	3/4" LF009-M3 QT	208069
Clark King	BFP	01fl	Mech Rm for chillers facing Main St	backflow	Watts	3/4" 009-M3 QT	214014
Clark King	BFP	03fl	303 Janitor	backflow	Wilkins	1" 975XL2	4757032
Clarkson McKenna	BFP	01fl	109 Mech Rm	backflow	Watts	3/4"	27515
Clarkson McKenna	BFP	01fl	109 Mech Rm	backflow	Watts	3/4"	727515
Clarkson McKenna	BFP	01fl	109 Mech Rm	backflow	Watts	3" 994	1046161113
Cocke	BFP	01fl	107 Mechanical	backflow	Wilkins Zurn	2" 975 XL2	4104677
Cocke	BFP	03fl	305 Main Water Rm	backflow	Wilkins Zurn	3" 375	L95590
Cocke	BFP	03fl	305 Main Water Rm	backflow	Wilkins Zurn	1" 975XL2	399245
Cormack	BFP	01fl	101 Sprinkler Rm	backflow	Wilkins Zurn	375 - 3"	I93593
Cormack	BFP	01fl	Mech Rm	backflow	Wilkins Zurn	2" 975XL	(no #'s)
CPTF	BFP-1	00fl	111 Chiller Plant Rm	backflow	Wilkins Zurn	4" 375	L98258
CPTF	BFP-2	00fl	111 Chiller Plant Rm	backflow	Wilkins Zurn	2" 975 XL	4102408
CPTF	BFP-3	00fl	111 Chiller Plant Rm	backflow	Wilkins Zurn	2" 975 XL	4102867
CPTF	BFP-4	01fl	221 Mechanical	backflow	Wilkins Zurn	3" 375	L102560
CPTF	BFP-5	01fl	240 Mech Rm	backflow	Wilkins Zurn	1" 975XL2	4168089
Crozet	BFP		Mech Rm	backflow	Watts	1" LF909QT RPZ	021973
Crozet	BFP		Mech Rm	backflow	Watts	3" 909 MOD	175088
Foster Stadium	BFP	01fl	West Entrance Womens Rm	backflow	Watts	2" 009M2 QT-RP	27061
Foster Stadium	BFP	01fl	cessions ceiling	backflow			288365
Gray Minor	BFP	01fl	Housekeeping closet in Womens Rm	backflow	Watts	2" 009 M2 QT RP	A08029
Grounds Maint Shop	BFP	01fl	shop	backflow	Wilkins Zurn	975XL2	4012609
Hinty	BFP	01fl	109 Supply Rm	backflow	Watts	2.5" RPZ No 909	120835
Hospital	BFP	01fl	105 Outside Storage	backflow	Watts	1" 909 QT RPZ	626669
Hospital	BFP	01fl	CLOSET RM 113	backflow		2 1/2IN	126757
Jackson Memorial	BFP	00fl	Mech Rm	backflow		3/4 009M3 QT	213988
Kilbourne	BFP	01fl	1001	backflow	Watts	RPZ 3" 909 MOD	181163
Kilbourne	BFP	01fl	JANITOR CLOSET	backflow		2IN	456880
Kilbourne	BFP	01fl	1001	backflow	Watts	3/4" LF909QT RPZ	008633
Kilbourne	BFP	01fl	1001	backflow	Watts	3/4" LF909QT RPZ	009085
Kilbourne	BFP	01fl	1016	backflow	Watts	1' 909QT RPZ	400447
Kilbourne	BFP	01fl	1028 Sprinkler Control Rm	backflow	Watts	RPZ 2.5" No 909	122138
Mallory	BFP	00fl	006 Mech Rm	backflow	Wilkins Zurn	3/4" 975 XL	W245170
Mallory	BFP	00fl	011 Mech Rm	backflow	Wilkins Zurn	3/4" 975 XL	2201341
Mallory	BFP	01fl	109 Janitor	backflow	Watts	2" 909M1 QT RP	436987
Marshall CLE	BFP	00fl	003 Mech Rm	backflow	Wilkins Zurn	1" 975XL	2816151
Marshall CLE	BFP	01fl	139 Mech Rm	backflow	Wilkins Zurn	3" 375	L36167
Maury Brooke	BFP	01fl	MECH RM	backflow	Watts	1 1/4IN	435431
Maury Brooke	BFP	01fl	110A Water Service Rm	backflow	Watts	4" 909 RP	226564
Morgan NEB	BFP	00fl	101 Mech Rm	backflow	Watts	3/4" 009-M3 QT	214001
Nichols Engineering	BFP	01fl	Mech Rm	backflow	Watts	3/4" 009-M3 QT	194744
Paulette	BFP	01fl	Mech Room	backflow	Watts	3" 909MOD	172772
Preston	BFP	04FL	419-A	backflow		3IN	128486
Richardson	BFP	02fl	Dry Cleaning Shop	backflow	Watts	3/4" 009-M3 QT	153922
Rifle Range NP	BFP	01fl	Janitor's Closet	backflow	Watts	2" 909M1 QT RP	456880
Scott Shipp	BFP	02FL	207	backflow	WATTS	909M 3IN	158711
Shell	BFP	01fl	101A Mech Rm	backflow	Watts	LF909 M10T RP	(not legible)
Smith	BFP	01fl	104-105 Mech Rm	backflow	Watts	3/4" 009M2QT	184414

Smith	BFP	01fl	104-105 Mech Rm	backflow	Watts	3/4" 009M2QT	184422
Stonewall Jackson House	BFP	Ground	UNDER BOILER FLOOR	backflow			151633
POST POLICE STATION	bfp		B04	backflow	WILKINS	375AST 2.5IN	20283
PROTOCOL	BFP			BACKFLOW		1 1/2IN	87222

Attachment G

VMI Trouble Call Frequency

Month	2021	2022	2023
JAN	151	88	83
FEB	75	89	57
MAR	95	86	61
APR	81	82	62
MAY	65	88	65
JUN	97	100	73
JUL	66	67	87
AUG	123	87	69
SEP	79	74	67
OCT	89	94	51
NOV	99	99	65
DEC	55	46	45
Total	1075	1000	785