



REQUEST FOR QUALIFICATIONS  
PROJECT #V211-24-030-1

ON-DEMAND CONSTRUCTION  
Project Values \$50k - \$500k  
22 October 2024

**Set-Aside for Small, Woman- and Minority-Owned Business**

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NOTE: This solicitation is NOT for previously awarded vendors under Contract #V211-24-030 who have current and active contracts. This is an open enrollment for NEW vendors.



**Virginia Military Institute**  
**Lexington, Virginia 24450-0304**

REQUEST FOR QUALIFICATIONS

RFP# V211-24-030-1

Issue Date: 22 October 2024

Title: On-Demand Construction, Renovation and Repair Services  
SET-ASIDE FOR SBSD Certified SWaM VENDORS ONLY

Questions Due: 7 November 2024 at 2:00 PM EST

Due Date: 21 November 2024 at 2:00 PM EST (electronic only)

Commodity Code: 91200 – Construction Services, General

Issuing Agency: Virginia Military Institute  
Procurement Services  
330 Parade Avenue  
Smith Hall, Room 314  
Lexington, VA 24450

Period of Contract: Date of Award through 31 December 2025, with three (3) optional one-year renewals.

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 Thursday, 21 November 2024 at 2:00 PM. No emailed or late proposals will be accepted

All Inquiries for Information Should Be Directed To: Shana O’Quinn, VMI Procurement Services at [quinns@vmi.edu](mailto:quinns@vmi.edu). **Use of the Understanding of Requirements Form, Attachment D, must be used. No phone calls will be accepted; no emails will be answered. Answers will be posted in the form of an addendum. The closing date and time for questions is Thursday, 7 November 2024 at 2:00 PM.**

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)

Title: \_\_\_\_\_

\_\_\_\_\_ Zip Code: \_\_\_\_\_

EVA Vendor ID or DUNS number \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

**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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I. **PURPOSE:**

The purpose of this Request for Qualifications (RFQ) is to solicit qualifications to establish contracts through competitive negotiations for on-demand construction services by Virginia Military Institute, an agency of the Commonwealth of Virginia.

II. **CONTRACT PERIOD:**

The initial term of this contract is from date of award through 31 December 2025, or as negotiated and shall include an option to renew for three (3) one-year terms. The Institute does not guarantee any exact volume of work to the successful firms as future projects subject to this contract's purpose is not quantifiable.

III. **BACKGROUND:**

Virginia Military Institute shall select multiple Construction Firms/Contractors to provide construction services on an "as needed" basis for future, yet to be determined construction, renovation, repair and/or improvement projects, which will be identified by the Virginia Military Institute Physical Plant, Construction Office, Institute Planning and Procurement Services.

The desired outcome is to have a pre-qualified group of Licensed Class A general contractors, to include single trade construction companies, to submit written bids on an "as needed" basis for specific projects. No single project will exceed \$500,000.00. Projects may include, but are not limited to, roofing, plumbing, painting, HVAC work, electrical work, carpentry, masonry, concrete, site work or similar interior or exterior building alteration or renovation work.

During the contract period, the contractor will be issued informal solicitations to evaluate and respond with written bids after which the Institute will evaluate the bids and compare them to the Institute's own cost of providing similar construction thus completing a make/buy comparison. The intended purpose of the estimate and design comparison is to ensure that the Institute utilizes the most cost-efficient construction services available. Contractors will be guided in submitting bids and project completion schedules from outline specifications as available in accordance with the Commonwealth of Virginia's recognized codes and standards.

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

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](http://www.SBSD.virginia.gov).

***This RFP is a set-aside for SWaM-certified vendors.***

V. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:**

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Military Institute, and all other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. Therefore, your firm is required to register as a trading partner within the eVA system in order to participate in this solicitation. No proposals will be accepted from firms not registered in the eVA system.

Registration in the eVA system is accomplished on-line and it is your responsibility to provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/register/vendorreg.htm> and register with both eVA and Ariba. This process must be completed before Virginia Military Institute can issue

a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please include these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: [VACustomerCare@dgs.virginia.gov](mailto:VACustomerCare@dgs.virginia.gov), or call 866-289-7367 or 804-371-2525.

**VI. VASCUPP Expanded Cooperative Language**

CONTRACT PARTICIPATION: Under the authority of the *Code of Virginia* 2.2-4304 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. The resulting 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. Virginia Military Institute 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 Virginia Military Institute 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.

**VII. STATEMENT OF NEEDS:**

**A. General**

The contractor shall supply general construction and repair services consisting of new construction, renovations, repairs and/or improvements to existing facilities and/or grounds. Types of future projects include, but are not limited to, renovations to classrooms, general office areas, research laboratory areas, computer classrooms, barracks, athletic facilities, grounds, utilities, and the miscellaneous types of renovation and repair projects on the Institute's facilities and grounds, including any of its leased properties. The services shall be provided in a competent manner to maintain the quality of educational services, student activities, and business operations performed by the Institute and minimize the interruption of such services. The contractor shall provide services as guided by the Institute's plans and specifications, as available and applicable codes and standards governing construction and repair work applicable in the Commonwealth of Virginia. At its option, the Institute may require the contractor to furnish Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds for some projects. Bid bonds will not be required for any projects issued under this contract.

**B. Price Proposal And Future Awards**

Virginia Military Institute will periodically request bids from the pre-qualified contractors for general construction, renovations, repairs, and/or improvements projects. Projects will fall within the range of \$50,000 to \$500,000 in cost.

Contractors will be requested to submit bids based on the following method:

**1. Fixed Price (FP)**

For projects that fall within the range of \$50,000 to \$500,000 in cost, Contractors will be requested to submit competitive bids based on a Fixed Price (FP). This type of bid is the most commonly used

when the scope of work is well defined. The Contractor shall include all of its costs necessary to complete the construction project when submitting a Fixed Price. Awards based on Fixed Price are typically made to the contractor based on the lowest bid price that meets specifications. Contractors are not required to submit a bid for all projects; however, all contractors will receive an Invitation for Bid for each project estimated to exceed \$50,000.

The Institute reserves the right to complete any project with its own forces/contract or cancel procurement at any time.

The Institute further reserves the right to terminate any on-demand contract if a contractor does not submit a bid on any projects over a one-year period or if a contractor consistently fails to meet established or agreed upon completion dates.

C. Contractor Requirements:

1. The contractor shall be licensed by the Commonwealth of Virginia State Board of Contractors as a Class A Contractor.
2. The contractor shall provide high quality construction and repair services equal to or better than industry standards. This includes prompt response to requests for services and completion of projects in a timely fashion once guidelines and timetables are established by the Institute. The Institute will inspect work in progress periodically for adherence to Commonwealth of Virginia recognized codes and quality workmanship.
3. The contractor shall provide construction to meet the needs of the Institute with minimum disruption to the educational, operational and research mission of the Institute. The contractor shall plan their work with the understanding that the established Institute regular work hours vary within the timeframe of 7:00 AM to 5:00 PM, Monday through Friday, except holidays observed by the Institute .
4. The contractor shall provide sufficient representation in the Rockbridge County area to adequately meet the Institute's needs. The contractor's representative shall be responsible for working with various Institute departments and shall be required to provide assistance, expedite work, correct deficiencies and handle many other miscellaneous problems which may occur during work-in-progress.
5. The contractor shall provide a competent, well-trained and experienced staff that exhibits professionalism and service excellence. The contractor shall provide on-site supervision of all trades at all times that the work is in progress. This on-site supervision shall be empowered to act on behalf of the contractor.
6. All employees of the contractor and subcontractors shall wear uniforms or other appropriate Institute approved attire at all times to designate their affiliation with the contractor.
7. The contractor shall be required to work under the same conditions as does the Institute's Physical Plant and Construction personnel. This includes adhering to the Commonwealth of Virginia safety codes and standards, and scheduling work around the Institute's special events and holidays.
8. On many projects, documents may be limited. Under these circumstances, the quality of materials and workmanship shall be in conformance with the high-quality standards established by the Institute and the total scope of work would be that which could be reasonably implied and inferred from the documents.
9. The contractor shall be required to provide a detailed plan of operation on future projects to demonstrate to the Institute how the contractor plans to accomplish the projects. This shall include all facets of the project including, but not limited to; personnel to be allocated to the project, inspection review by the Contractor, provisions for warranty and maintenance integrity, a schedule showing steps from start to finish of stages of project work, follow-up work etc. This plan may be compared to the plans of the Institute to make an analysis

of the strengths and weakness of each plan enabling the Institute to determine if the Institute will complete the work by utilizing the Institute's resources or seeking the Contractor's resources.

10. The contractor's work force and the work force of its subcontractors shall be staffed with licensed journeymen in all trades with demonstrated experience in their respective fields of work.

11. The contractor shall work with the Institute according to construction documents provided to the contractor by the Institute. The contractor shall make site visits and schedule meetings to get clarifications of the scope of work on the projects. The contractor shall provide a bi-monthly status report of all active, pending, and closed projects. This report, at a minimum, shall provide the Institute's assigned project number, descriptive title, current working estimate, start date, estimated/actual completion dates, percent complete, and remark field.

12. All construction furnished in fulfilling any project shall be of the highest quality as measured by the highest standards or grade of the particular trade(s) involved, except where a lower standard or grade is defined in the Institute's contract documents or instructions.

13. In the event that the contractor desires to subcontract some part of their work, the contractor shall furnish the Institute the names, qualifications and experience of its proposed subcontracts before beginning work on any awarded project. This information will assist the Institute in establishing what traces and portions of the work are to be performed under the Work Order. Contractor shall also submit all emergency contact phone/pager/cell phone numbers of the contractor and subcontractor. The contractor shall be responsible for completely supervising and directing the work under the contract and all subcontractors, that it may utilize, using its best skill and attention. The Institute reserves the right to reject any subcontractor proposed to complete the work or a portion of the work.

D. Procedure:

1. All contractors selected as a result of this solicitation will receive an Invitation for Bid for all projects estimated to cost over \$50,000. If the bid contains a provision for a pre-bid conference, the contractor should attend and carefully examine the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished.

2. The contractor shall deliver to the Institute, a written bid of the cost to complete the project and identify any long lead materials items. The Institute's designated representative will review the contractor's bid and, if the bid is acceptable, initiate purchase procedures. Up to 30-days should be allowed for bid review and obtaining internal approval by the Institute. The Institute reserves the right to reject all bids for any given construction project should the Institute deem the bids not to be fair and reasonable.

3. In preparing bids, the contractor may choose to rely on personal inspection and/or contact Physical Plant to obtain access to existing building drawings. The Institute will have the right to furnish any or all materials to the contractor for any given project and invoice the contractor accordingly. It shall remain the Contractor's responsibility to field verify all measurements and construction conditions prior to submitting any bid.

4. Upon approval of a bid by the Institute, a Purchase Order will be issued as authority to proceed with the work. The Purchase Order will incorporate the contractor's bid and the agreed upon starting and completion dates. The contractor shall undertake no work until a written Purchase Order has been received from Virginia Military Institute. All work shall be completed within the time set forth in the Purchase Order.

5. The contractor shall perform no work that would result in exceeding the dollar limitation of the Purchase Order without first having obtained written approval from the Institute.

6. If project documents are developed for specific projects, the contractor will be given up to five (5) sets of

construction documents at no charge. All sets of documents required by the contractor for its use or for use of any of its subcontractors and suppliers or for other use, in excess of the number of sets stated above, will be furnished to the contractor at cost. Construction documents will be issued in full sets only.

7. The Institute seeks to provide high-quality facilities and grounds for its customers. To that end, the Director of Physical Plant or Designee will monitor complaints received from various Institute departments and personnel and will follow-up with the users to assess satisfaction. In addition to other remedies at its disposal and if a contractor consistently fails to provide high quality construction and/or fails to respond promptly and fully to complaints, the Institute may, in its sole discretion, elect not to solicit or accept bids from this contractor for the next on-demand construction project.

E. Use Of Premises:

1. The contractor shall be responsible for repairing or replacing any work damaged by its operations within ten (10) days after notification by the Institute, unless delayed by availability of materials.

2. It is the responsibility of the contractor to report to the Institute, in the original bid, any damage found prior to beginning any work at the site.

3. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with and in the presence of an authorized representative of the Institute. The contractor shall give ample advance notice of the need for cut-off or adjustments that will be scheduled at the convenience of the Institute.

4. All work shall be coordinated and scheduled with the Institute to minimize disruption of operations.

5. Access for work in restricted areas requires a 48-hour minimum notice to the Institute. Work in these areas may require escort.

6. Unless noted otherwise in the project contract documents, existing sanitary facilities, electricity and water may be used by the contractor as directed by the Institute to the extent of available services and that use of such service does not disrupt any event or services that the Institute provides to employees, cadets, and the public.

7. All projects shall be performed in a manner that shall not adversely affect the integrity of a building's structural, mechanical, electrical, fire protection and life safety systems or any other building systems or utilities that may overload or render useless any portion of the building without first seeking approval by the Institute's representative. Utilities shutdowns must be coordinated in advance. The contractor shall be responsible for coordinating utilities shutdowns with the Institute's designated representative.

8. Where materials and equipment must be stored, and are of value or attractive for theft, the contractor shall provide a secure lockup. The contractor shall enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism. Any theft or vandalism shall be reported to the Virginia Military Institute Police Department for investigation.

9. The contractor shall:

- a. Perform its work in such a manner as to minimize interruptions or interfere with the operation of any existing activity on the premises or with the work of any contractor.
- b. Store apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of the Institute.
- c. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.



- d. In accordance with applicable codes, provide proper ventilation and dust control so not to endanger building occupants or contract workers.
10. The contractor expressly undertakes, to effect all cutting, filling or patching of its work required to make the same conform to the drawings and specifications, and except with the consent of the Institute, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
11. The contractor expressly undertakes, either directly or through its subcontractor(s), to clean up daily all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and competent appearance. No such refuse, rubbish, scrap material and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law. The contractor shall present evidence (such as delivered weight tickets) to the Institute as confirmation that all refuse, rubbish, scrap materials and debris are hauled to a recycling site as opposed to disposal via a landfill.
12. The contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from its operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonable dust free all finished surfaces including all equipment, piping, etc. on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the Institute may do so and charge for costs thereof to the contractor.
13. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the project documents.

F. Access To And Inspection Of Work:

1. The contractor shall notify the designated Project Manager from the Institute's Physical Plant prior to commencement of work to arrange for all rough-in and final inspections. Any omission or failure on the part of the Project Manager to disapprove or reject inferior or defective work or materials shall not be construed to be a final acceptance of any such work or material. If any defective work or materials are found during inspection the contractor shall remove or repair, at its own expense, such defective work or rejected material and shall rebuild and/or replace same without extra charge within ten (10) days of being notified in writing of disapproval by the Institute. If any such work shall be covered up without approval or consent, it must, if required by the Institute, its representative or other proper authorities, be uncovered for examination at contractor's expense.
2. The Institute, its specified agents, any public authority and their representative shall at all times have access to the work, whenever it is in preparation or progress. The contractor shall provide safe facilities for such access and inspection.

G. Superintendence By Contractor:

1. The contractor shall be responsible for all construction means, methods, sequences and procedures, for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices.
2. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to

him/her or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the Institute or the Institute's separate contractors and their subcontractors.

3. The Institute may require the contractor to remove from the worksite any employee the Institute deems to be incompetent, careless, not working in harmony with others on the site or otherwise objectionable.

#### H. Warranty Of Materials And Workmanship:

1. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, free of defects and in accordance with the contract documents for a period of one year. The contractor further warrants that workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified and licensed in their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this contract.

#### 2. Roofing Warranties:

a. The contractor shall submit a written guarantee in which it agrees to maintain the entire roof system(s) in a completely water tight condition at no cost to the Institute for two (2) years from date of final acceptance; except the water tightness guarantee shall not be enforced when the contractor can prove water damage was caused by the Institute.

b. The contractor shall guarantee its materials and workmanship associated with the roofing, flashings, and sheet metal work incidental to the work against defect due to faulty materials or workmanship for a period of two (2) years from the date of completion of such work.

c. The Institute, from the date of acceptance of the roofing project, will maintain the roof in accordance with the manufacturer's written requirements to avoid damage to the roof surface by any parties under its control working or walking on the roof. The Institute recognizes its responsibility to inspect the roof semi-annually.

d. The contractor shall furnish, as a minimum, a roofing manufacturer's standard 20-year warranty/guarantee and manufacturer's additional 10-year material warranty. Authorized agents of the contractor and the Institute shall execute the guarantee form.

#### I. Protection Of Persons And Property:

1. The contractor expressly undertakes both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property that may come on the building site or be affected by the contractor's operation in connection with the work.

2. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

3. The contractor shall continuously maintain adequate protection of all work from damage and shall protect the Institute's property from injury or loss arising in connection with this contract. The contractor shall make good on any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Institute. The contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by the Institute. The contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of its obligation for the protection of persons and property.

4. Any damage, including damage to finished surfaces, resulting from the performance of the contract shall be repaired to the Institute's satisfaction at the contractor's expense.

J. Standards Of Conduct:

The contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The contractor is also responsible for insuring that its employees do not disturb papers on desks, or open desk drawers, cabinets or briefcases, or use the Institute phones, and the like, except as authorized. Successful contractors receiving an award from this solicitation will be required to sign VMI's Standards of Conduct policy.

K. Other Requirements:

1. *Parking Policy:* All contractor vehicles parked on the Institute post must display a parking permit. Contractors shall note that vehicles parked on the Post without a parking pass or permit are subject to ticketing and fines. For overnight parking, the contractor's company owned vehicles may use the parking lot at the Physical Plant. Privately owned vehicles (POV) may park at the location. No overnight (24 hours) parking is allowed on Post. If parking POV's on Post, VMI Police will identify which lot the POV shall park.

2. *Sidewalk Policy:* Sidewalk access to land-locked buildings is only allowed along designated routes. Vehicle pull-offs are designed at land-locked building sites to move parked vehicles off sidewalks (but not onto turf). Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law and shall be subject to fines. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the sidewalk. The contractor shall be responsible for any damage to the turf and anything that is located adjacent to the sidewalk. Any vehicle parked illegally on a sidewalk shall be subject to ticketing, fines and towing if necessary.

3. *Utilities:* The Institute will provide water and electricity as necessary for the performance of this work. The contractor shall supply all connections to utilities, such as hoses, cords, etc. The contractor may need to provide water and electricity for projects where such utilities are not available.

4. *Asbestos:* The contractor is hired by the Institute to perform work in buildings where asbestos containing materials (ACM) may be located. The contractor will be informed by the Institute Project Manager of the location of suspect and known ACM in the work area(s) to which the contractor is assigned. The contractor shall under no circumstances damage or disturb suspect or known ACM's unless the contractor has been specially retained to perform this work as a part of the contract and is legally qualified to perform this work. The contractor shall provide its employees with asbestos awareness and other training or activities required by 29 CFR 1926.1101 for the safe performance of their work. Prior to commencement of work, the contractor shall submit to the Institute, for review and approval, his written work practices, precautions, procedures, and engineering controls to be used during work that may disturb ACM. Work shall not proceed until the proposed work practices have been approved by the Institute.

5. *Lead:* The contractor is contracted by the Institute to perform work in buildings where lead-containing materials (LCM) such as lead-based paint may be located. Work performed under this contract may impact these lead materials (for example, during building renovations), but does not include lead abatement or de-leading operations. The contractor will be informed by the Institute project coordinator/manager of the location of suspect and known lead containing materials in the work area(s) to which the contractor is assigned. The contractor shall provide all training and equipment required by 29 CFR 1926.62 for the safe performance of the work. The contractor may not perform de-leading or lead abatement unless the contractor holds a valid Virginia Lead Contractor License and has been specifically retained to perform this work as a part of the contract. Prior to commencement of this work the contractor shall submit to the Institute, for review and approval, all its written work practices, precautions, procedures, and engineering controls to be used during work that may disturb LCM. Work shall not proceed until the proposed work

practices have been approved by the Institute.

6. *Duty to Protect Property:* The contractor shall continuously maintain adequate protection of all its work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work. The contractor shall make good any such damage, injury, or loss except such as may be directly the result of errors in the contract documents or such as shall be caused directly by the Institute.

7. *Safety Precautions:* The contractor shall comply with the rules and regulations of Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appliances, and methods, and for any damage, which may result from their improper construction, maintenance or operation. The contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workers and the public and shall post danger warnings against any hazards created by the construction operations. The contractor shall designate a responsible member of its organization on the work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with the Institute in writing with copy to VMI Physical Plant, this person shall be the superintendent of the contractor.

8. *Existing Utilities:* The contractor shall verify with the Institute's representative that the location of existing underground utilities in the area of work has been performed. If utilities are to remain in place, the contractor shall provide adequate means of protection during earthwork operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Institute immediately for directions. The contractor shall cooperate with the Institute and utility companies in keeping respectable services and facilities in operation. The contractor shall be responsible for contacting the Virginia Utility Protection Service BEFORE beginning any work.

9. *Key Control:*

a. No person shall knowingly possess an unauthorized key to property owned by the Institute. Physical Plant's Lock Shop is the only authorized vendor for Institute key requests.

b. All keys remain the property of the Institute. Keys, which are no longer needed, must be returned to the Lock Shop.

c. Stolen or lost keys must be reported immediately to the VMI Police Department and the Lock Shop.

d. The installation, changing or removal of locks shall be performed only by the contractor or an authorized Lock Shop designate.

e. Unauthorized locks are prohibited on doors and if found will be removed and discarded. Any damage or repairs necessitated by the removal of unauthorized locks will be the responsibility of the contractor found in violation of this section.

f. Keys should at no time be left unattended (hanging in a door lock, lying on a desk, etc.).

g. Each contractor will be responsible for developing and enforcing a key return policy. All contractors must surrender all Institute keys issued to them upon termination or completion of project.

h. Keys are not to be transferred from their assigned carrier to another without proper documentation.

i. The contractor shall be responsible for the total cost of keys requested and for work done to re-secure an area whenever a key is lost or stolen.

j. The contractor shall return any existing hardware removed from a project to the Lock Shop.

k. No area outside of the project scope will be accessed by the contractor for an individual without the approval of the Institute's Representative designated responsible for the area. Designate will be responsible for verifying authority and identity of the individual requesting access.

## **VIII. PROPOSAL PREPARATION AND SUBMISSION:**

### **A. GENERAL INSTRUCTIONS:**

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the Virginia Military Institute Procurement Services and the Buyer of Record for the duration of this Proposal process. Only questions submitted on the Understanding of Requirements Form (attachment D) will be addressed in the form of an addendum.

#### **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.
  - c. 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.
  - d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal 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, subletter, 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 subletter 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.
2. Proposals shall be signed by an authorized representative of the Offeror. All information requested must 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. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
5. 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. The Issuing State agency will schedule to time and location of these presentations. Oral presentations are an option of the Institute and may or may not be conducted. Offerors should ensure that written proposals are complete.
6. Specific Requirements

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

a) Qualifications and Experience:

- a. Provide an organizational chart indicating which individuals or positions would have knowledge of an agreement with the Institute, and the degree to which each person would be responsible to an Institute account, including names of project managers and construction superintendents. Include proof of required trade certifications.
- b. Describe the offerors general experience in providing construction of the nature the Institute seeks.
- c. Provide a list of all the offeror’s clients comparable to the Institute’s indicating length of contract and the nature of each project. The Institute may contact and/or visit any of these clients.
- d. Provide a list of all clients lost within the last three years which includes: a) a contact name and telephone number, b) length of contract and c) reason for the loss.

b) Plan for providing services:

- a. Provide a complete and detailed description of the offeror’s methodology and plan for providing the services described herein.
- b. Describe the offeror’s commitment to the Institute in terms of resources, personnel, investment, etc.
- c. Provide a list of the subcontractors the offeror would use to provide subcontracting.
- d. Provide representation that the prices, terms, warranties and benefits specified in the proposal are comparable to or better than the equivalent terms being offered by the offeror to any present customer.

- e. Comment on your willingness to furnish Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds for some projects when requested by the Institute.
- c) Small, Women-owned and Minority-owned Business (SWaM):
  - a. This solicitation is SET-ASIDE for certified Small, Woman-owned, and/or Minority-owned businesses. Only those businesses certified by the Virginia Department of Small Business and Supplier Diversity are eligible to respond to this solicitation.
- d) References:
  - a. Four (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. (See Attachment D)
- e) Financial Stability:
  - a. Submit a copy of the offeror's most recent financial statements or other evidence of financial stability.
- f) Geographic Location:
  - a. Provide information regarding the locations of company offices relative to this proposal.
  - b. The return of the General Information Form and addenda, if any, signed and filled out as required.

**B. SELECTION CRITERIA AND AWARD:**

**1. Selection Criteria**

Proposals will be evaluated by Virginia Military Institute using the following:

Criteria Value	Maximum Point Value
Qualifications and Experience	35
Plan for Providing Services	35
References	10
Financial Stability	10
Geographic Location	10
<b>Total</b>	<b>100</b>

AWARD TO MULTIPLE OFFERORS: 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 Proposal. Negotiations shall then 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 Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth 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 Commonwealth 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.

### C. 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. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <https://vascupp.org/sites/vascupp/files/2020-09/hem.pdf> or a copy can be obtained by calling the 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, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit 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 (bids/proposals), (bidders/offers) 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 sexual orientation, gender identity, 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:

- The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, 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.
- 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.
- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the



contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

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 (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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 B-2 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 FOR IFBs AND RFPs

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 (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than 10 (ten) calendar 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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. 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).

b. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) 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.

- c. 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.
- d. 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 (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) 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. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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, unless

the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, 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:

- By mutual agreement between the parties in writing; or
  - 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
  - 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.
- If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.
- R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/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 (bidder/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 (bidder/offeror) clearly indicates in its (bid/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 (bids/proposals), all (bidders/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 bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance 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 \$200,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.))

NOTE: In addition, various Professional Liability/Errors and Omissions coverage is required for the following:

Profession/Service	Limits
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 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.)	
<a href="https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/">https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/</a>	
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 procurement, Virginia Military Institute will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10days.

- V. DRUG-FREE WORKPLACE: Applicable for all contracts for \$10,000:

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, sexual orientation, gender identity, 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, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://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 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 [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 30 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- 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 IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWRD PRIORITY: This solicitation is set-aside for DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Priority" or Small Business Set-Aside Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- AA. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence

to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- CC. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

\*\*\*\*\*END GENERAL TERMS AND CONDITIONS\*\*\*\*\*

#### **D. SPECIAL TERMS AND CONDITIONS**

1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this response, no indication of such sales or services to 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 Virginia Military Institute in any client list in advertising and promotional materials.
2. ADDITIONAL GOODS AND SERVICES: The Institute may acquire other goods or services that the supplier provides than those specifically solicited. The Institute reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such



additional goods and services will be provided to the Institute at favored nations pricing, terms, and conditions.

3. 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 the building owner 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.
4. AS BUILT DRAWINGS: The contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
5. AUDIT: The Contractor hereby agrees to retain all books, records, systems, 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 Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
6. CANCELLATION OF CONTRACT: Virginia Military 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 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.
7. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the goods/services specified.
8. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for ten thousand dollars (\$10,000) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one- thousand dollars (\$1,000) or more but less than ten thousand dollars (\$10,000), or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the

bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_  
Licensed Class B Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_  
Licensed Class C Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_

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

If the bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

9. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
10. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
11. EXCAVATION PERMIT: No digging, boring, or post driving is allowed on Institute property without prior written approval of the Physical Plant Engineering Office and the IT Office. Approval requires obtaining a VMI Excavation Permit with signatures from both offices a minimum of five days prior to excavation. The Permit(s) must be available for inspection at the job site during the excavation process. Failure to comply with these requirements will result in work shutdown, repair of damages by the Contractor, and may result in a fine, contract termination, and/or default.
12. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
13. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, 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 any 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 or to failure 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.
14. 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.
15. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract

period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

16. LATE RESPONSES: To be considered for selection, responses must be received by the issuing office by the designated date and hour. The official time used in the receipt of responses is that time on the automatic time stamp machine in the issuing office. Responses received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The Institute is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the Post Mail system. It is the sole responsibility of the Offeror to ensure that its response reaches the issuing office by the designated date and hour.
17. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
18. OPERATING VEHICLES ON Virginia Military Institute Post: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Virginia Military Institute sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.vmi.edu](http://www.vmi.edu); or to acquire a service representative parking permit, contact Parking Services at 540-464-7017. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
19. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE:
  1. If the contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the owner may terminate the contract. If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the owner, or otherwise be guilty of a substantial violation of any provision of the contract, then the owner may terminate the contract.
  2. Prior to termination of the contract, the owner shall give the contractor and his surety ten (10) calendar day's written notice, during which the contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the owner within said ten (10) days, the owner may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the owner may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the contractor and/or its surety that the causes of termination will be remedied in a time and manner, which the owner finds acceptable. If at any time more than ten (10) days after the notice of termination, the owner determines that contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the owner may immediately terminate the contract for cause by giving written notice to the contractor and its surety. In no event shall termination for cause terminate the obligations of the contractor's surety on its payment and performance bonds.
  3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to

accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

4. Upon termination of the contract, the owner shall take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to the owner, together with any other expenses of terminating the contract and having it completed by others.
5. If it should be judicially determined that the owner improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the owner.
6. Termination of the contract under this section is without prejudice to any other right or remedy of the owner.
20. PERFORMANCE AND PAYMENT BONDS: The Institute reserves the right in its own discretion to require performance and payment bonds prior to execution of any award. The successful offeror shall be prepared to deliver executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds if so requested each in the sum of the contract amount, with the Commonwealth of Virginia, Virginia Military Institute as obligee. The surety shall be a company or companies approved by the State Corporation Commission to transact surety business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office if the Institute does so request a performance and payment bond.

Determination of the requirement to submit performance and payment bonds will be made by the Institute in its sole discretion based on the following:

- Complexity of the project
- Timeline of the project
- Evaluation of contractor's references provided
- Past history of work performance at the Institute

All offerors shall be prepared to provide said bonds upon request. If requested, cost to obtain these bonds will then be added to contractor's base price.

21. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees
22. PROTECTION OF PERSONS AND PROPERTY: The Contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property that may come on the building site or be affected by contractor's operation in connection with the work.

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The provisions of all rules and regulations governing safety as adopted

by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.

23. PUBLIC POSTING OF COOPERATIVE CONTRACTS: Any resulting cooperative contract(s) to this solicitation will be posted to a publicly accessible website. Contents identified as proprietary information will not be made public.
24. 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 purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
25. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment. Invoices are to be submitted ELECTRONICALLY to [payables@vmi.edu](mailto:payables@vmi.edu)
26. TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT:
  1. The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
  2. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.
27. USE OF PREMISES AND REMOVAL OF DEBRIS:
  1. The contractor shall:
    - a. Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
    - b. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
    - c. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
  2. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
  3. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or

otherwise as required by law.

4. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
5. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.
6. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs, which will be scheduled at the convenience of the owner.
28. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid/proposal.
29. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

E. PRE-PROPOSAL CONFERENCE:

The Institute will not be holding a pre-proposal conference for this enrollment.

- F. METHOD OF PAYMENT: The Institute will authorize payment to the contractor after receiving satisfactory service and receipt of the contractor's correct invoice for services rendered. The documents shall include the contract number, purchase order number and work 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 submitted ELECTRONICALLY to [payables@vmi.edu](mailto:payables@vmi.edu)

These requirements are in addition to and independent from any other invoice requirements contained within this contract.

G. ADDENDUM:

Any ADDENDUM issued for this solicitation may be accessed at <http://www.eva.virginia.gov> under the VBO. Because a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

H. CONTRACT ADMINISTRATION:

Eric Schwartz, Deputy Director for Physical Plant and Facilities, at Virginia Military Institute or qualified designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

The Contract Administrator, or qualified designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or qualified designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by Virginia Military Institute's Procurement Services through a written amendment to the contract.

## UNDERSTANDING OF REQUIREMENTS

OFFEROR: \_\_\_\_\_

RFP#: RFP #V211-24-030-1

Date: \_\_\_\_\_

The following question concerns specifications, Section (number) \_\_\_\_\_

Paragraph \_\_\_\_\_, page \_\_\_\_\_.

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All responses to questions may be made by Addendum.

Questions not submitted on this form WILL NOT BE ANSWERED.

Questions Submitted by: \_\_\_\_\_

NAME

\_\_\_\_\_  
ORGANIZATION\_\_\_\_\_  
PHONE\_\_\_\_\_  
EMAILThis may be FAXED to: (540) 464-7669 or E-Mail to: [oguinnsp@vmi.edu](mailto:oguinnsp@vmi.edu), Shana O'Quinn.



## CONFLICT OF INTEREST STATEMENT

Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your proposal. FAILURE TO FURNISH THIS DATA MAY RESULT IN REJECTING YOUR PROPOSAL.

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 THE COLLEGE OF VIRGINIA:

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:

- ☐ It was mailed to you directly.
- ☐ You requested a copy through the Virginia Business Opportunities.
- ☐ You obtained a copy from the Virginia Department of Small Business and Supplier Diversity
- ☐ Other (please specify)\_\_\_\_\_.

## CONTRACTOR DATA SHEET

QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirement.

Indicate the length of time you have been in business providing this type of service. \_\_\_\_\_ Years  
\_\_\_\_\_ Months

Provide a list of current references, either college, Educational Institutions, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person the State has your permission to contact. Such listing shall be comprehensive of your firm's customer base and can be formatted as follows:

CURRENT ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOST ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## REFERENCES

Please list at least four references for whom you have performed each applicable category of service specified herein and within the past five years.

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT  
PERSON/PHONE#: \_\_\_\_\_

APPROXIMATE DOLLAR VOLUME PER YEAR: \_\_\_\_\_

PROJECTS/DATES/DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT  
PERSON/PHONE#: \_\_\_\_\_

APPROXIMATE DOLLAR VOLUME PER YEAR: \_\_\_\_\_

PROJECTS/DATES/DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT  
PERSON/PHONE#: \_\_\_\_\_

APPROXIMATE DOLLAR VOLUME PER YEAR: \_\_\_\_\_

PROJECTS/DATES/DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please use a separate sheet of paper for additional references.

## Small Business Certification

## Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude SBSB-certified women- and minority-owned businesses when they have received SBSB small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

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

Offeror Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Instructions

- A. Businesses certified by the Department of Small Business and Supplier Diversity (SBSB) as a small business must complete Section A of this form.

## Section A

CERTIFICATION TYPE (check only one below):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

NOTE: It is your responsibility to ensure that your certification is renewed and does not lapse. Should your certification expire, you will no longer be eligible to receive awards under this contract.

