



INVITATION FOR BIDS

VMI Residential Boiler Heating Systems Full Service Maintenance

#V211-23-003

SET-ASIDE FOR CERTIFIED SMALL, WOMAN and/or MINORITY BUSINESS

May 27, 2022



Virginia Military Institute
Lexington, Virginia 24450-0304

INVITATION FOR BIDS
IFB #V211-23-003

Issue Date: 27 May 2022

Title: **VMI Residential Boiler Heating Systems Full Service Maintenance**

Due Date: Tuesday, 28 June 2022, 2:00 PM EST (mailed or hand delivered to VMI Procurement Services)

Commodity Code: 94125 – Boiler Maintenance and Repair, Steam (Including Testing Services)

Issuing Agency: Virginia Military Institute
Procurement Services
314 Smith Hall
Lexington, VA 24450

Period of Contract: **Date of Award** through **30 June 2023** Annually Renewable Thereafter for four (4) successive one (1) year renewals.

If bids are mailed: send directly to the Issuing Agency shown above. If bids are hand delivered, deliver to the Virginia Military Institute, Procurement Services Office, 314 Smith Hall, Lexington, VA 24450. LATE PROPOSALS WILL BE RETURNED UNOPENED.

Sealed bids will be received at the VMI Procurement Services Office, 314 Smith Hall, Lexington, VA 24450. **The deadline for submitting bids is 2:00 P.M. sharp, as determined by the Bid Officer, on Tuesday, 28 June 2022.** No other correspondence or other bids should be placed in the envelope.

The bids will be opened publicly and read aloud beginning at 2:00 P.M., on the following day, at the same location.

PRE-BID CONFERENCE: There will be a guided tour on Tuesday, 7 June 2022 at 9:30 AM. Attendance is not mandatory but highly recommended. Attendees will meet at the VMI's Marshall Hall (Center for Leadership and Ethics).

YOU MUST RSVP no later than 24 hours prior to the scheduled tour. Send your reservation information to MAJ Lynn Carmack at carmacklw@vmi.edu.

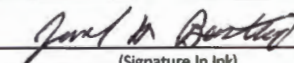
All Inquiries For Information Should Be Directed To: MAJ Lynn Carmack, VMI Procurement Services - Phone (540) 464-7223 or carmacklw@vmi.edu using the INQUIRY FORM contained herein.

In Compliance With This Invitation for Bid 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:

HTF Mechanical Services
1026 White House Rd / PO Box 618
Moneta, VA Zip Code: 24121
EVA Vendor ID or DUNS number 610004939
E-mail: service@htfmechanical.com

Date: 06/06/2022

By: 
(Signature In Ink)

Name: Joel Bostic
(Please Print)

Title: President

Phone: (540) 297-9818

Fax: (540) 297-3795

Minority Vendor: _____ Woman owned: ☒ Small Business _____ Dept. of Small Business & Supplier Diversity Cert.: _____

*NOTE: If you are an individual with a disability and need reasonable accommodations, please contact VMI Procurement Services (540) 464-7323, no later than Noon, Friday 3 June, 2022.

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, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS		Page
I.	PURPOSE	4
II.	CONTRACT PERIOD	4
III.	SMALL, WOMAN- and/or MINORITY-Owned Business (SWaM)	4
IV.	VASCUPP EXPANDED COOPERATIVE LANGUAGE	4
V.	STATEMENT OF NEEDS	5
V.	GENERAL TERMS AND CONDITIONS	10
VIII.	SPECIAL TERMS AND CONDITIONS	19
	ATTACHMENTS:	
	A: INQUIRY FORM	24
	B: CONFLICT OF INTEREST STATEMENT	25
	C: CONTRACTOR DATA SHEET	26
	D: REFERENCES	27
	E: SAMPLE CONTRACT	28
	F: STANDARDS OF CONDUCT	29
	G: RESIDENTIAL BOILER LOCATIONS AND MODEL NUMBERS	30
	H. BID FORM	31

VMI Residential Boiler Heating Systems Full Service Maintenance

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I. PURPOSE:

The purpose and intent of this Invitation for Bids is to establish a comprehensive service contract with a qualified mechanical contractor to provide residential boiler heating system maintenance and repair work in the residence houses at the Virginia Military Institute (herein after referred to as the "Agency" or "Institute"), located at Lexington, Virginia.

II. CONTRACT PERIOD:

The term of this contract is **Date of Award** through **30 June 2023** Annually Renewable Thereafter for four (4) successive one (1) year renewals.

III. 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.

This IFB is a set-aside for SWaM-certified vendors.

IV. VASCUPP Expanded Cooperative Language

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

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

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

V. STATEMENT OF NEEDS:

A. REQUIREMENTS

Contractor shall furnish Full-Service Maintenance Services on boiler heating systems and related equipment (including all necessary parts, labor, supervision, materials, and equipment) on all residential heating hot water and steam boiler systems for the Institute in accordance with the terms and conditions and specification set forth herein.

Contractor shall provide the following services:

1. Preventive Maintenance Services: Regularly scheduled monthly and annual preventive maintenance services.
2. Non-Emergency Repair Services: Repair services not included in regularly scheduled preventive maintenance services.
3. Emergency Repair Services: Repair services required due to sudden, accidental or catastrophic equipment failures.
4. Improvement-Enhancement Services: Services requested to provide/perform improved/enhanced system operating efficiency or replacement.

B. PREVENTIVE MAINTENANCE SERVICES

Contractor shall perform all preventive maintenance and inspection services necessary to maintain residential boiler heating systems including equipment/parts/components in optimum operating condition in accordance with Original Equipment Manufacturer's recommendations. Services shall be performed on boilers listed in the attachment "VMI Residential Boilers".

Preventive maintenance services shall be performed during the annual heating system defined as September 1 through April 30. The contract period for the first year will begin at the time of award and end June 30, 2023. Optional renewals will begin annually on 1 July and expire on 30 June.

Residential boiler heating systems shall include all associated and related equipment including boilers (hot water and steam), circulating pumps, expansion tanks, valves, thermostats, controllers, dampers, radiators, plumbing and piping, motors, etc.

Contractor shall furnish all equipment and tools required to perform services specified in this proposal.

Contractor shall clean-up after providing/performing all services including, but not limited to, proper disposal of part containers, shipping crates, used parts, used oil etc..

Contractor shall submit with their proposal a preventive maintenance plan and schedule that lists tasks to be performed and frequency (including monthly and annual) for all boiler heating systems.

Contractor shall provide records of preventive maintenance services performed. Records shall indicate, at a minimum, the date last scheduled inspection was performed, preventive maintenance performed, noted deficiencies, and any other pertinent information.

Preventive maintenance services shall be performed on a lump sum price basis.

C. NON-EMERGENCY REPAIR SERVICES

Contractor shall be responsible for non-emergency repair services, which are not included in preventive maintenance services. The contractor will be required to provide a not-to-exceed time and material estimate and descriptive information of the work. Work approved by the Institute will be scheduled prior to commencement. The Institute reserves the right to bid separately any non-emergency repair services and reserves the right to purchase parts and materials from other sources.

Material, parts and supply costs shall be billed at Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price. The Contractor shall receive written authorization from the Institute prior to proceeding with quoted non-emergency repair services.

D. EMERGENCY REPAIR SERVICES

Contractor shall be responsible for emergency repair services due to sudden, accidental or catastrophic equipment failures. Emergency repair services shall be performed on a time and material basis.

Material, parts and supply costs shall be billed at Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price. The Contractor shall receive authorization from the Institute prior to proceeding with emergency/repair services.

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

Transportation, travel time and other related expenses will not be paid separately, but shall be included in the proposed hourly rates.

E. IMPROVEMENT-ENHANCEMENT SERVICES

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

Materials, parts and supplies required in the performance of improvement-enhancement services may be provided by the contractor, but the Institute will only pay the actual cost for the materials, parts, and supplies.

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

F. CONTRACTOR PERSONNEL

1. HVAC Lead Mechanic/Supervisor:

Distinguishing features of the work:

- a. Performs Master level HVAC work with responsibility for determining work methods to be used in accomplishing assignments.
- b. Plans working details and follows sketches, HVAC diagrams, and/or blueprints.
- c. Routine supervision of one or more assistants should be expected.

Examples of Duties:

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

Requirement of Craft:

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

2. HVAC Mechanic:

Distinguishing features of the work:

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

Examples of duties:

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

Requirements of Craft:

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

- d. Contractor shall provide a sufficient number of trained personnel to perform the work required under this contract and shall provide its proposed staffing plan with the proposal.

G. REPORTING AND DELIVERY REQUIREMENTS:

1. The Contractor shall provide a sufficient number of qualified supervisors and employees to physically inspect, monitor, and supervise the Contractor's employees, ensuring adherence to the work schedule and quality of work. One supervisor shall be appointed as main contact for the Institute. It is expected that this person will report to the Institute's Contract Administrator or his designee daily when work is being performed under this contract. A 24-hour contact number shall be provided to the Institute from the Contractor.
2. The supervisor shall be responsible for all keys assigned to unlock spaces and for the security of the building. Supervisors shall not leave spaces open when not working that area. Keys shall be picked up each workday from the location designated by the Institute. Keys are to remain on post at all times and shall be returned to the designated location at the end of each workday. Contractor is responsible for replacement of lost keys and/or re-keying, if necessary, at no additional cost to the Institute.
3. The supervisor shall be responsible for the conduct and performance of the Contractor's employees, in addition to being in compliance with the following rules:
 - a. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on Institute's premises.
 - b. No loud, boisterous or rude conduct will be permitted.
 - c. Contractor's employees shall not use or tamper with office machines, equipment and Institute employee's personal property unless approved by the Institute.
 - d. Contractor's employees shall not use Institute telephones at any time.
 - e. Smoking is authorized in designated areas in accordance with VMI General Order 45 "Tobacco Use Policy" (available upon request).
4. Unauthorized Personnel: The Contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any person unless said person is an authorized Contractor employee performing work under the contract.
5. Uniforms: Contractor's employees shall be uniformed in readily identifiable clothing at all times when performing work under this contract. Uniforms shall be provided by the Contractor at no cost to the Institute.

I. PROCEDURES FOR NORMAL WORKING HOURS SERVICE CALLS:

1. Requests for services shall originate from and shall be coordinated by the VMI Physical Plant. During normal business hours, 7:30 AM to 4:00 PM, Monday through Friday, the Contractor shall check in at the VMI Physical Plant prior to the beginning of work, provide the Institute with its supervisor's name, and return to check-out at the VMI Physical Plant upon completion of work. All scheduled preventive

maintenance services shall be coordinated with the Contract Administrator a minimum of three business days in advance of performing the work.

J. PROCEDURES FOR AFTER HOURS EMERGENCY SERVICE CALLS:

1. After Hours Emergency calls are defined as calls for service between the hours of 4:00PM and 7:30AM, Monday through Friday. Weekend emergency calls are defined as calls for service between the hours of 4:00PM Friday until 7:30AM Monday.
2. Contractor shall, upon notification from the Institute of an emergency, have a technician on site within two (2) hours.
3. The Contractor shall report to the VMI Physical Plant standby representative to check-in.
4. Once the Contractor has made the necessary repairs, they shall check out with the VMI Physical Plant standby representative.
5. The Contractor is to submit to the VMI Physical Plant the next business day a work ticket showing hours worked and materials used.
6. Contractor shall charge no more than 1- ½ times the fixed hourly rate for the individual performing the service for after-hours emergency calls.

K. CONTRACTOR RESPONSIBILITIES:

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

L. USE OF PREMISES:

1. On or about the premises and adjacent areas, the Contractor shall cause all apparatus, storage of materials and activities of workers to be confined to the limits indicated by law, ordinances, permits and

the directions of the Contract Administrator and shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not unduly interfere with the progress of the work or the work of any other Contractor.

2. The Contractor shall be responsible for repairing or replacing any work damaged by his operation immediately after notification by the Contract Administrator of damages found to any work at the site.
3. It shall be the responsibility of the Contractor to report to the Contract Administrator any damages found prior to any work at the site.

M. ACCESS TO AND INSPECTION OF WORK:

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

VI. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This solicitation 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 in Procurement Services, or accessed electronically at <https://vascupp.org>
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws 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 or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - d. 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.
 - e. 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.
 - f. 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/offeree) has questions about the specifications or other solicitation documents, the prospective (bidder/offeree) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The B-3 provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. 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 sub-contractor(s) for the proportionate share of the payment received for work performed by the sub-contractor(s) under the contract; or
 - (2) To notify VMI and the sub-contractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - b. The Contractor is obligated to pay the sub-contractor(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 sub-contractor may not be construed to be an obligation of the Commonwealth.
 - 3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from sub-contractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS*, 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/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. VMI 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 VMI of the adjustment to be sought, and before proceeding to comply with the notice, shall await VMI's written decision affirming, modifying, or revoking the prior written notice. If VMI 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 VMI a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall

present VMI with all vouchers and records of expenses incurred and savings realized. VMI 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. **ADDITIONAL GOODS AND SERVICES:** VMI may acquire other goods or services that the supplier provides than those specifically solicited. VMI 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 VMI at favored nations pricing, terms, and conditions.
- Q. **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.
- R. **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

- S. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- T. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that

the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- U. **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 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:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
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.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	<i>Code of Virginia § 8.01-581.15</i> https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- V. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, VMI will publicly post such notice on the DGS/DPS eVA web site

(www.eva.virginia.gov) for a minimum of 10 days.

- W. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- X. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the 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.
- Y. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the 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 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.

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

- Z. **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.
- AA. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award 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.
- BB. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- CC. **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.
- DD. **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 sub-contractor 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 VMI training on civility in the State workplace if Contractor's (and any sub-contractor'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 VMI, 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.

VII. SPECIAL TERMS AND CONDITIONS

1. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by VMI and upon mutual agreement of the Contractor. Such modification shall name the specific agency added or deleted and the effective date. The Contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
2. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. VMI, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, VMI shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. 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.
4. **CANCELLATION OF CONTRACT:** VMI 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 also be terminated by the Contractor, 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.

5. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify VMI of any breach or suspected breach in the security of such information. Contractors shall allow VMI to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
6. **CONTINUITY OF SERVICES:**
- A. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another Contractor, may continue them. The Contractor agrees:
 - 1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - 2. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - 3. That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - B. The Contractor shall, upon written notice from the Contract Office, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contractor Officer's approval.
 - C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
7. **CONTRACT ADMINISTRATION:** VMI assigns "Contract Administrators" to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at VMI. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement Services Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be identified upon award.
8. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

9. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

Name of Offeror:	IFB# V211-23-003	
Address:	Due Date: 6/28/22	Time: 2:00
	Title: Residential Boiler Heating Systems	
	Full Service Maintenance	
City, State, Zip:	Contract Officer: MAJ Lynn Carmack	

10. **INDEMNIFICATION:** Contractor agrees to indemnify the Commonwealth of Virginia, its officers, agents and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of 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.
11. **LATE PROPOSALS:** To be considered for selection, proposals must be received by VMI by the designated date and hour. The official time used in the receipt of proposal is that time on the automatic time stamp machine in the Procurement Services. The Institute is not responsible for delays in the delivery of mail by the U.S. Post Office, private couriers, or the Institute's internal mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour. *Proposal receipt scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regularly scheduled business day.
12. **REFERENCES:** Bidders shall provide a list of at least three references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.
13. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VMI. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VMI the names, qualifications and experience of their proposed sub-contractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its sub-contractor(s) and shall assure compliance with all requirements of the contract.
14. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2- 4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
15. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract

shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

16. **CERTIFICATION OF INTERNAL CONTROLS:** The Contractor shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests, the conduct of VMI programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

The Contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the Contractor's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Contractor must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the Contractor's internal control processes and procedures are described in the most recent version of the report, the Contractor shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the Contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract.

The Contractor's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the Contractor certifies the destruction of the sensitive data at the end of the contract term.

17. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in Contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the Contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the Contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by Contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) Contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by Contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by Contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the Contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by Contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, Contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of Contractor's books, accounts, and other records related to this Agreement and Contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the Contractor's agents, assigns, successors, and sub-contractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to Contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by Contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject Contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

VIII. METHOD OF PAYMENT

The Contractor will be paid on the basis of invoices submitted in accordance with the RFP and negotiations.

IX. PRICING SCHEDULE

The Contractor shall provide pricing for all products and services included in proposal indicating one-time and on-going costs

X. ATTACHMENTS

Attachment A: Understanding of Requirements Attachment B:
Conflict of Interest Statement Attachment C: Contractor's Data
Sheet Attachment D: References
Attachment E: SWAM (Small, Woman- and Minority-owned Businesses) Utilization Plan



ATTACHMENT A

INQUIRY FORM

DEADLINE FOR SUBMISSION OF QUESTIONS: 2:00 6/16/2022

All questions and inquiries shall be formally submitted on this document. Questions shall be submitted in writing and shall reference, whenever possible, the Page Number and Paragraph within the technical specifications of this document. A separate Inquiry Form is required for each question.

This form shall be submitted to: MAJ Lynn Carmack by email only at carmacklw@vmi.edu

Answers to all questions received will be issued through a written addendum (if applicable) and become a part of the permanent record of this solicitation.

Date: _____

DELIVERABLES TO: Virginia Military Institute, Lexington, VA

Page _____, Paragraph _____.

Question submitted by:

_____	_____	_____
Name	Firm/Company	e-mail address

ATTACHMENT B
IFB #V211-23-003

CONFLICT OF INTEREST STATEMENT

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

NAME: HTF Mechanical Services

ADDRESS: 1026 White House Rd / PO Box 618

CITY/STATE: Moneta, VA 24121

TELEPHONE NUMBER: 540-297-9818

FEDERAL ID NUMBER (FIN): 54-1544551

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

☒ SMALL BUSINESS

☐ WOMAN-OWNED BUSINESS

☐ MINORITY-OWNED BUSINESS

☐ VETERAN-OWNED BUSINESS

☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP

☒ CORPORATION

RELATIONSHIP WITH VIRGINIA MILITARY INSTITUTE: Vendor

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

June, 2022

DATE

ATTACHMENT C

CONTRACTOR DATA SHEET

IFB# V211-23-003

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. 32 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
see attached		

LOST ACCOUNTS:

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

ATTACHMENT D

REFERENCES

IFB #V211-23-003

Please list at least three (3) references for whom you have performed each applicable category of service specified herein and within the past five years.

CLIENT: see attached

ADDRESS: _____

CONTACT
PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

CLIENT: see attached

ADDRESS: _____

CONTACT
PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

CLIENT: see attached

ADDRESS: _____

CONTACT
PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

ATTACHMENT E
SAMPLE CONTRACT

VIRGINIA MILITARY INSTITUTE
Lexington, Virginia 24450

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

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: V211-23-003

This contract entered into this _____ day of _____ 2022 between _____
SSN/FIN: _____, hereinafter known as the "Contractor" and the
Commonwealth of Virginia, Virginia Military Institute, hereinafter known as "VMI."

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

SCOPE OF CONTRACT: The Contractor shall _____.

PERIOD OF PERFORMANCE: _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid \$ _____
(_____00/100 Dollars). In accordance with the Commonwealth of
Virginia's *Prompt Payment Act* terms are Net 30 days from receipt of invoice.

CONTRACT DOCUMENTS: The contract documents shall consist of:

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

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

CONTRACTOR:

VMI:

By: _____

By: _____

MAJ Lynn W. Carmack, CUPO, VCCO, CPSM, CPPB

ATTACHMENT F

VMI CONTRACTOR / VENDOR STANDARDS OF CONDUCT

The contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and that they are not engaging in any destructive or criminal activity.

Foul language of any kind will not be tolerated. Engaging in verbal or physical behavior that causes distress to cadets, faculty, staff and/or employees will result in immediate removal from the job site.

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.

Brandishing a firearm, whether threatening or non-threatening, will result in immediate removal from the job site.

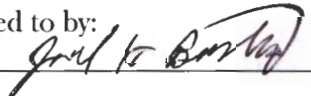
Contractor's employees who appear to be under the influence of alcohol or other substance shall not be permitted on VMI property.

Contractor's employees shall not use VMI owned equipment without the distinct permission of the Director of Physical Plant or Director of Construction or their designees. This equipment includes but is not limited to telephones and computers, hand tools and operable equipment.

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 equipment and the like, except as authorized in the preceding paragraph.

Smoking is not permitted on Post or at other VMI owned property except in designated areas as indicated by General Order 45. Tobacco use in VMI-owned or leased buildings, covered walkways, temporary enclosed structures, trailers, and tents as well as structures placed on state-owned property by contractors or vendors is prohibited. Tobacco use in VMI provided vehicles is prohibited. Outside smoking or tobacco use will not be permitted within 50 feet of building entrances or exits. Smoking will not be permitted in outside areas identified as hazardous areas.

Agreed to by:

	SIGNATURE
Joel Bostic	PRINTED NAME
HTF Mechanical Services	COMPANY
6/6/22	DATE

ATTACHMENT G

RESIDENTIAL BOILER LOCATIONS AND MODEL NUMBERS IFB #V211-23-003

VMI RESIDENTIAL BOILERS							
Location	Manufacturer	Install Date	Model No.	Serial No.	Input	Out Put	Heat Type
302 Anderson Drive	New Yorker	1998	CG50AWNI	64001784	130,000	NA	Hot Water
304 Anderson Drive	Burnham	1983	P-205-W	17103100	130,000	NA	Hot Water
306 Anderson Drive	New Yorker	1998	CG50AWNI	64001780	130,000	NA	Hot Water
308 Anderson Drive	Vaillant	1993	Ga100-10EIVD	419-3842	100,000	85,000	Hot Water
501 Brooke Lane	Burham	1983	P-207-W	17140004	198,000	141,700	Hot Water
503 Brooke Lane	HB Smith	1970?	G200W9	PV2625	262,500	210,000	Hot Water
315 Institute Hill	New Yorker	1998	CG50AWNI	19005595	130,000	NA	Hot Water
317 Institute Hill	New Yorker	1998	CG50AWNI	19005597	130,000	NA	Hot Water
319 Institute Hill	New Yorker	1998	CG50AWNI	19005590	130,000	NA	Hot Water
321 Institute Hill	New Yorker	1998	CG50AWNI	19005599	130,000	NA	Hot Water
450 Institute Hill	Burnham	1979	410A	7701713	315,000	252,000	Steam
303 Letcher	Burnham	1989	K-50076	7729654	468,000	374,400	Steam
305 Letcher	Burnham	1979	410	7687404	315,000	252,000	Steam
306 Letcher	Weil-McLain	2020	LGB-4	NA	400,000	NA	Steam
307 Letcher	Burnham	1991	P-209A-WNI	17330937	266,000	NA	Hot Water
309 Letcher	Burnham	1983	P-208-W	17103183	237,000	NA	Hot Water
306 North Main	New Yorker	2007	1G 100CNI-TEZ	65019300	299,000	NA	Hot Water
412 Parade	Weil McLain	2008	780	843	1,000,000	800,000	Steam
410 Parade	Burnham	1979	410A	7701707	315,000	252,000	Steam
408 Parade	Burnham	1976	409	7626700	280,000	224,000	Steam
406 Parade	Burnham	1979	408A	NA	245,000	NA	Steam
404 Parade	Burnham	1979	408A	NA	171,300	147,800	Steam
402 Parade	Burnham	1979	408A	NA	171,300	147,800	Steam
Turman House	Weil-McLain	1994	EG-75_SPN	4	300,000	NA	Hot Water

ATTACHMENT H

BID FORM

Lump Sum Price Schedule for Residential Boilers Preventive Maintenance Services:

2022 Heating Season (September 8 thru April 30)

\$ 12,702.00 /Year

THE FOLLOWING IS PROVIDED FOR INFORMATION ONLY and will have no bearing on the award. The rates priced, however, will become part of the contract with the successful offeror and may be addressed in negotiation.

Price Schedule for Non-Emergency and Emergency Repairs, Improvement-Enhancement Services:

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

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

Costs for materials, parts and supplies shall be billed at Contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price.

Hourly Rate Price Schedule for Emergency and Non-Emergency Repairs, Improvement-Enhancement Services:

<u>Category</u>	<u>Straight Time Hourly Rate</u>	<u>Overtime Hourly Rate</u> <u>(Nights, Weekends, Holidays)</u>
(a) Master Mechanic	\$ <u>87.00</u> /hour	\$ <u>130.5</u> /hour
(b) Journeyman Mechanic	\$ <u>84.00</u> /hour	\$ <u>126.00</u> /hour
(c) Apprentice	\$ <u>75.00</u> /hour	\$ <u>112.50</u> /hour
(d) Helper	\$ <u>58.00</u> /hour	\$ <u>87.00</u> /hour
(e) Technician	\$ <u>83.00</u> /hour	\$ <u>124.50</u> /hour
(f) Other	\$ <u>87.00</u> /hour	\$ <u>130.50</u> /hour
(g) Project Manager	\$ <u>85.00</u> /hour	\$ <u>127.50</u> /hour

Current Accounts



Roanoke Valley, SWVA...

Altec Industries

325 South Center Drive
Daleville, VA 24083
(540) 966-2917
Brian Price
16 Years
Annual Sales: \$23,529

American Electric Power

P.O. Box 2021
Roanoke, VA 24022
(540) 353-6972
Eddie Shepherd
15 Years
Annual Sales: \$26,743

American Red Cross

353 Church Avenue
Roanoke, VA 24016
(540) 985-3006
Dan Bryan
25 Years
Annual Sales: \$107,904

Bedford County Schools

P.O. Box 748
Bedford, VA 24523
(540) 586-1045 x237
Sheldon Cash
21 Years
Annual Sales: \$86,863

Berglund Automotive

1824 Williamson Rd.
Roanoke, VA 24012
(540) 312-2080
Todd Bandy
23 Years
Annual Sales: \$226,788

Carilion Franklin Memorial

180 Floyd Avenue
Rocky Mount, VA 24151
(540) 355-2252
Wayne Scott
16 Years
Annual Sales: \$74,412

Goodwill Industries

P.O. Box 6159
Roanoke, VA 24017
(540) 581-0620
Coby Fizer
18 Years
Annual Sales: \$62,791

Graham White

1209 Colorado Street
Salem, VA 24153
(540) 387-5600
Ben Grisso
20 Years
Annual Sales: \$102,964

Lake Region Medical

200 South Yorkshire Street
Salem, VA 24153
(540) 389-7860
Walter Allabrand
19 Years
Annual Sales: \$111,557

Medeco Security Locks

P.O. Box 3075
Salem, VA 24153
(540) 380-1722
Todd King
30 Years
Annual Sales: \$27,297

Roanoke County

5204 Bernard Drive
Roanoke, VA 24018
(540) 777-6370
Josh Campbell
15 Years
Annual Sales: \$38,843

Smith/Packett

4423 Pheasant Ridge
Roanoke, VA 24014
(540) 774-7762
Andrew Ebel
15 Years
Annual Sales: \$23,821