

## Request for Proposal # 0058028

For

Facilities Project Management Services

October 10, 2018

**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.**

RFP 0058028

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Reed Nagel nagelr@vt.edu/540-231-5240.

DUE DATE: Proposals shall be received until December 3, 2018 at  PM. Failure to submit proposals to the correct location by the designated date and hour shall result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in the lower left corner of the return envelope or package.

Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor’s responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.

**PRE-PROPOSAL CONFERENCE**: A pre-proposal conference shall be held on October 29, 2018     at 3:00pm. See section IX, Preproposal Conference, for additional information.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: \_\_\_\_\_\_\_\_\_\_\_. For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/> .

\_\_\_\_ **Large**

\_\_\_\_ **Small business** – 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. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.

\_\_\_\_ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity Ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

\_\_\_\_ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) 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.

COMPANY INFORMATION/SIGNATURE: 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 or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

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| --- | --- | --- | --- |
| FULL LEGAL NAME (PRINT)  (Company name as it appears with your Federal Taxpayer Number) | | FEDERAL TAXPAYER NUMBER (ID#) | |
| BUSINESS NAME/DBA NAME/TA NAME  (If different than the Full Legal Name) | | BILLING NAME  (Company name as it appears on your invoice) | |
| PURCHASE ORDER ADDRESS | | PAYMENT ADDRESS | |
| CONTACT NAME/TITLE (PRINT) | | | E-MAIL ADDRESS |
| TELEPHONE NUMBER | TOLL FREE TELEPHONE NUMBER | FAX NUMBER TO RECEIVE  E-PROCUREMENT ORDERS |  |

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, 2.2 – 3102 - 3112

YES\_\_\_\_\_\_\_\_\_\_\_\_ NO\_\_\_\_\_\_\_\_\_\_\_\_\_

* I hereby acknowledge and agree to the provisions of the Electronic Transactions and Execution applicable to this contract and all associated documentation for this contract.

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

Revised 07/01/2017

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for facilities project management services for renovations and non-capital (valued at less than $3M) construction projects by Virginia Polytechnic Institute and State University (Virginia Tech/VT), an agency of the Commonwealth of Virginia.

The VT Facilities Services division is seeking qualified vendors to provide advanced levels of project management services for various types of renovation projects from inception phase, through design and construction and conclude after the warranty period. Typical projects include (but not limited to) demolition, excavation, site work, landscaping, carpentry, electrical, mechanical (HVAC), plumbing, painting, wall covering, flooring, roofing, fencing, ornamental metalwork, paving, sidewalks, tuck pointing, masonry, acoustical ceilings, asbestos abatement, seal coating and fireproofing.

II. CONTRACT PERIOD:

The term of this contract is for three (3) years, or as negotiated. There shall be an option for two (2) two (2)-year renewals, or as negotiated.

III. BACKGROUND:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the University’s main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Virginia Tech Carilion School of Medicine and Research Institute in Roanoke, Virginia, [[1]](#footnote-1)the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia.

Dedicated to its motto, *Ut Prosim* (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth’s most comprehensive University and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly $513 million. The University fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

In 2012, the University contracted out its project management oversight on renovation and non-capital construction projects (projects values at less than $3M). Prior to that time, the university project managed these types of projects using internal staff resources.

Since the 2012 contract’s inception, the following are statistics regarding the value of the projects in which the existing Project Management Firm, (hereinafter referred to as “Contractor or Contractor(s)”) provided project management for the university:

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| --- | --- | --- | --- |
| Fiscal Year | # of Projects | Project Value Range | Project Costs |
| **2013** | 34 | $0 - $50,000 | $ 358,375 |
| 2 | $50,000 - $100,000 | $ 113,837 |
| 2 | $100,001 - $500,000 | $ 351,155 |
| 0 | $500,001 - $1,000,000 | $ 0 |
| 0 | $1,000,001 and above | $ 0 |
| **2013** Totals | 38 |  | $ 823,367 |

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| --- | --- | --- | --- |
| Fiscal Year | # of Projects | Project Value Range | Project Costs |
| **2014** | 115 | $0 - $50,000 | $ 1,670,379 |
| 10 | $50,000 - $100,000 | $ 691,791 |
| 20 | $100,001 - $500,000 | $ 4,742,491 |
| 1 | $500,001 - $1,000,000 | $ 636,132 |
| 1 | $1,000,001 and above | $ 1,037,279 |
| **2014** Totals | **147** |  | $ **8,778,071** |

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| --- | --- | --- | --- |
| Fiscal Year | # of Projects | Project Value Range | Project Costs |
| **2015** | 82 | $0 - $50,000 | $ 1,319,727 |
| 14 | $50,000 - $100,000 | $ 904,847 |
| 18 | $100,001 - $500,000 | $ 4,369,229 |
| 3 | $500,001 - $1,000,000 | $ 1,665,895 |
| 1 | $1,000,001 and above | $ 1,238,185 |
| **2015** Totals | **118** |  | $ **9,497,882** |

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| --- | --- | --- | --- |
| Fiscal Year | # of Projects | Project Value Range | Project Costs |
| **2016** | 123 | $0 - $50,000 | $ 1,740,961 |
| 11 | $50,000 - $100,000 | $ 836,805 |
| 36 | $100,001 - $500,000 | $ 8,136,701 |
| 10 | $500,001 - $1,000,000 | $ 7,063,482 |
| 0 | $1,000,001 and above | $ 0 |
| **2016** Totals | **180** |  | $ **17,777,949** |

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| --- | --- | --- | --- |
| Fiscal Year | # of Projects | Project Value Range | Project Costs |
| **2017** | 97 | $0 - $50,000 | $ 1,541,570 |
| 22 | $50,000 - $100,000 | $ 1,520,953 |
| 37 | $100,001 - $500,000 | $ 7,874,667 |
| 5 | $500,001 - $1,000,000 | $ 3,245,169 |
| 1 | $1,000,001 and above | $ 1,709,755 |
| **2017** Totals | **162** |  | $ **15,892,114** |

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| --- | --- | --- | --- |
| Fiscal Year | # of Projects | Project Value Range | Project Costs |
| **2018\***  **(Year to Date)** | 88 | $0 - $50,000 | $ 1,224,206 |
| 10 | $50,000 - $100,000 | $ 698,739 |
| 24 | $100,001 - $500,000 | $ 5,107,219 |
| 1 | $500,001 - $1,000,000 | $ 708,070 |
| 2 | $1,000,001 and above | $ 2,779,333 |
| **2018\*** Totals | **125** |  | $ **10,517,567** |

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| --- | --- | --- | --- |
| **Fiscal Year** | **# of Projects** | **Project Value Range** | **Project Costs** |
| **Cumulative (Contract to Date as of Data pulled 3/15/18)** | 539 | $0 - $50,000 | $ 7,855,219 |
| 69 | $50,000 - $100,000 | $ 4,766,971 |
| 137 | $100,001 - $500,000 | $ 30,581,461 |
| 20 | $500,001 - $1,000,000 | $ 13,318,747 |
| 5 | $1,000,001 and above | $ 6,764,551 |
| **CTD** Totals | **770** |  | **$ 63,286,950** |

IV. 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 Tech, and 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. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees shall be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm shall provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <http://www.eva.virginia.gov>, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech’s affiliated corporations and/or partnerships may access any resulting contract if authorized by the Contractor.

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

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

VI. STATEMENT OF NEEDS:

1. **GENERAL NEEDS AND REQUIREMENTS**
2. Funding for university renovation projects is sensitive to the economic climate in the Country and State. Virginia Tech is not able to guarantee any project funding levels upon which the Program Manager can definitively plan.
3. The successful Contractor(s) shall not be considered an employee of Virginia Tech, but shall be an independent Contractor. Nothing in this agreement shall be construed as authority for the Project Management Firm to make commitments which shall bind Virginia Tech, or otherwise act on behalf of Virginia Tech, except as Virginia Tech shall expressly authorize in writing.
4. The successful Contractor(s) shall be retained to provide administrative, management and related services to coordinate scheduled activities and responsibilities of hired general contractors and their subcontractors as well as with each other. In addition, coordination will need to be managed between the successful Project Management Firm team and representatives from the University.
5. **The successful Contractor(s) shall not self-perform construction nor shall it perform any design services that are required to be sealed to satisfy regulatory compliance.**
6. All work managed by the Contractor(s) is to be performed in compliance with either the most current version of the Commonwealth of Virginia Construction and Professional Services Manual (CPSM) or the university authored equivalent construction procurement manual (currently being drafted). In addition the following Virginia Tech Standards will apply:
7. Principals and Standards including but not limited to references to Campus Design Principles, Design & Construction Standards, Sign Standards, and CAD Standards shown on the Virginia Tech website –

<https://www.facilities.vt.edu/planning-construction/principles-and-standards.html>

1. Building Code Compliance requirements including but not limited to references to A/E Seal Requirements, Building Code Related Design Criteria, Codes, Forms, and Guidelines, Procedures & Resources shown on the Virginia Tech website –

<https://www.facilities.vt.edu/permits-inspections/building-code-compliance.html>

1. Stormwater Management Program shown on the Virginia Tech website –

<https://www.facilities.vt.edu/permits-inspections/stormwater-management.html>

1. Network Infrastructure & Services Design and Construction Standards shown on the Virginia Tech website –

<https://www.nis.vt.edu/About/Publications/CablingStandards.html>

1. Construction Safety Requirements including but not limited to references to Asbestos, Contractor Safety, Electrical Safety, Excavation Safety, Fall Protection, Hearing Safety, Heat Safety, Lockout/Tagout, Personal Protective Equipment, and Respiratory Protection shown on the Virginia Tech Facilities Special Terms and Conditions, which is Addendum D to this document.
2. The Contractor(s) shall process orders utilizing standard forms and documentation. A representative sample of these forms which have been utilized under the existing Contract has been attached as a reference in Addendum E to this document (to follow).
3. The Contractor(s) shall work with the Procurement office and the Facilities Contract Officer to detriment the best procurement method for each project and insure to insure all projects fall within university and state procurement guidelines.
4. Without modifying Section A.2. above, due to the nature and scope of work to be performed on behalf of Virginia Tech, Contractor(s) will be representing Virginia Tech in these transactions with vendors, companies, and other agencies. As such, Contractor shall be subject to the same applicable laws and university policies as follows:
   1. ANTI-DISCRIMINATION:
      1. By submitting their proposals, Contractor(s) 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 Section 2.2-4311 of the Virginia Public Procurement Act. 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, § 2.2-4343.1 E).
      2. In every contract over $10,000 the provisions in A and B below apply:
         1. During the performance of this contract, the Contractor(s) agrees as follows:
            1. The contractor(s) 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.
            2. 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.
            3. 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.
5. 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.
6. 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.
7. CONFLICT OF INTEREST: Virginia Tech is a public university, subject to the laws of the Commonwealth of Virginia. Among these is the State and Local Government Conflict of Interests Act (The Act). The Act can be accessed via http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+2.2-3100. You may wish to consult the provisions of The Act before submitting a response to the Request for Proposal. Additionally, by submitting a proposal or by entering into any resulting contract, the Contractor(s) certifies that it is in full compliance with the provisions of The Act as to this RFP.
8. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Contractor(s) certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Contractor(s), supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged

**B. REQUIRED SERVICE LEVELS**

1. The Contractor(s) is required to coordinate and facilitate the team approach for assigned projects to include:
   1. Coordinate participation of project team to include end-user, Architect/Engineering Firms, consultants, general contractors, university staff, and other government entities as required.

* 1. Provide superior client services by keeping open communication and documentation throughout the project as described herein and more specifically in Section G, entitled Benchmarks for Successful Service Levels.
  2. Facilitate building turn-over to end-users and educate them to ensure understanding of building systems.
  3. Leadership of project team to meet defined program requirements while meeting the authorized project budget and schedule.

1. The Contractor(s) shall be responsible for the sufficient staffing and training of its operation to include the following:
2. Following the implementation of services, any staff changes require submission of a resume/application.
3. Providing training to ensure all employees have appropriate knowledge and skills to perform assigned tasks, including, but not limited to, project management, scheduling, estimating, project accounting, job-site safety, eVA and HokieServ (Virginia Tech work order management system) operations.
4. Ensure reasonable efforts to safeguard any confidential or sensitive in nature data and information and not release such to third parties without the express written consent of the university’s contract administrator.
5. The Contractor(s) shall oversee and administer the design phase for assigned projects to include:
6. All work order requests for renovations projects shall be formally responded to within three business days of receipt.
7. Develop and prepare initial scopes of work and estimates for review and approval by the university department (customer/end user) and VT Facilities prior to engaging further services for the project.

1. Develop project budgets, schedules, and scopes to include contracts for design services and specialized services, such as testing, commissioning and value engineering.
2. Provide extensive knowledge with personnel able to apply understanding of building designs and design methodologies with program needs for the project.
3. Exhibit leadership to project team through communication, contract/end-user negotiations and effective records management.
4. Interpret programmatic requirements and lead the design team to meet the project schedule, budget, and goals.
5. Administer the design contracts and schedule through effective project administration.
6. Take lead role in value added/engineering efforts with design, engineering and client.
7. Be responsible for procuring building permits and scheduling and monitoring inspections.
8. The successful Contractor(s) shall assist with selection of the procurement process of construction services, professional design services and/or goods utilizing established university and facilities contracts procedures and typical protocol used in awarding work for renovation and non-capital construction projects.
9. In accordance with the university policies and procedures and established service contracts, the successful Contractor(s) shall be responsible for determining the best method to competitively procure or directly award, select and effectively negotiate with contractors and where applicable, third party professional design consultants, to meet University program goals, schedule and defined budget for each project.
10. The successful Contractor(s) shall administer the construction phase for assigned projects to include:
11. The Contractor(s) shall provide administrative, management and related services as required to assist in the coordination of the work with the General Contractors and with the activities and responsibilities of the University.
12. Interpret construction drawings and administer approved contract documents, incorporating changes and issuing directives to meet the objectives of the university in whole or in part.
13. Administer budget and maintain schedule through effective project administration. This shall require oversight and management of all work orders and associated transactions within the Virginia Tech Facilities Services Project Management System (HokieServ).
14. Schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress, issues and scheduling. The Contractor(s) shall prepare and promptly distribute minutes for all meetings.
15. When applicable, consult with the A/E firm and the university if any awarded project contractor requests interpretations for the meaning and intent of the project drawings and specifications, and assist in the resolution of questions which may arise.
16. Prepare and maintain construction schedule to incorporate the activities of contractors on the project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. Occupancy requirements and portions of the project having occupancy priority shall be included on the construction schedule. The Contractor(s) shall update and reissue the construction schedule as required to show current conditions and revisions required by actual experience.
17. Provide supervision of the activities of the contracts utilized for construction in accordance with the terms and conditions of the awarded contract and any modifications made by change order to the contract. Advise the University of any actions necessary to assist in the enforcement of the contract.
18. Coordinate the project’s awarded construction and trades contractors, including the right, if necessary, to change the time, order and priority in which the various portions of the trade contract work and the other work associated with the project shall be performed. A project’s construction schedule shall constitute the schedule to be used by the assigned team, other contractors, the Contractor(s) and the University until subsequently revised.
19. Receive from the awarded project contractor(s), review and approve all shop drawings, product data and samples, assist in the coordination of them with information received from other project awarded contractors, and transmit to the A/E firm (if applicable) those recommended for approval. The Contractor(s)'s actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of other project awarded contractors, the university, or the A/E firm.
20. Determine in general that the work is being performed in accordance with the requirements of the awarded project construction contract documents, including Drawings, Specifications, and other documents provided for the work, keeping university representatives informed of the progress of the work, and endeavor to guard the university against defects and deficiencies in the work and achieve satisfactory performance from each of the awarded contractors. The Contractor(s) shall recommend courses of action to the university when requirements of a project’s awarded construction contract scope and terms are not being fulfilled, and the non-performing party does not take satisfactory corrective action.
21. Record the progress of the project and input and or monitor data to track work flow, project expenses, project records, such as record of weather, awarded project contractors' work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the university may require. These reports shall be available to the university by using the university’s project management system (HokieServ).
22. In consultation with university representatives, the Contractor(s) is responsible for the quality control and quality assurance for the construction work in place and shall have the authority to reject work which does not conform to the awarded project contract documents. Whenever the Contractor(s) considers it necessary or advisable, the Contractor(s) shall have authority to require special inspection or testing, or make recommendations to the university regarding special inspection or testing, or work not in accordance with the provisions of the awarded project contract documents whether or not such work is fabricated, installed or completed.
23. Negotiate proposals received from A/E Firms and Contractors and submit recommendations for award as needed. Submit full documentation to the University for Project Records.
24. Maintain one record copy of all awarded project contracts, project drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes and selections made during construction, and in addition approved shop drawings, product data, samples, similar required submittals and other related documents and revisions which arise out of the awarded project contracts or work.
25. The contractor is responsible for reviewing all change orders submitted by vendors to ensure the scope of work for the change order is not included within the original contracted scope of work and/or previously approved changes. The contractor should review the pricing (hours and materials) and ensure that the pricing is in-line with the proposed scope of work. The contractor will be responsible for processing any client change orders and all paper work to issue a purchase order change order and/or a new change order as required. When the change order is approved and the purchase orders are issued. The contractor is responsible for informing the Virginia Tech entity providing the funding for the project of the requested change order. If approved, the Contractor shall ensure the scope of work for the change order is properly installed/completed, prior to processing an approved invoice for the work.
26. Complete close out documents including punch-list finalization, as-built drawings, Operations and Maintenance (O&M) Manuals, Commissioning (Cx) reporting, and post-construction analysis. Provide customer evaluation surveys along with monthly reporting of performance metrics.
27. Review and certify all pay requests by the A/E firm or awarded construction contractor, including final payment.
28. The successful Contractor(s) shall not be responsible for construction means, methods, techniques, sequences and procedures employed by awarded project contractors in the performance of their contracts, and shall not be responsible for the failure of any awarded project contractor to carry out work in accordance with the project construction contract documents. Adequate documentation shall be provided when necessary to document overall vendor performance, both positive and negative.
29. The successful Contractor(s) shall review the safety programs developed by each of the awarded project contractors for purposes of coordinating the safety programs with those of the other project contractors subject to the following;
    1. The Contractor(s)'s responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the awarded project contractors, subcontractors, agents, assigns, or employees of the awarded project contractor or subcontractors, or any other persons performing portions of the work and not directly employed by the Contractor(s).
30. The successful Contractor(s) shall oversee the closeout of projects including:
    1. In consultation with the assigned A/E firm for the project and the University’s maintenance personnel, observe the awarded project contractors' checkout of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.
    2. Prepare for the university a summary of the status of the work of each awarded project contractor(s), listing changes in the previously issued Certificates of Substantial Completion of the work, a list of incomplete or unsatisfactory items and a schedule for their completion. Assist in conducting inspections to determine the dates of substantial completion. Coordinate the correction and completion of incomplete items of work.
    3. Evaluate the completion of the work of the awarded project contractors and make recommendations to the university when work is ready for all inspections. Assist in conducting all inspections and receive and forward to the university written warranties, guarantees, affidavits, releases, bonds and waivers and related documents required by the awarded project contractor’s contract and assembled by the awarded project contractor. Deliver all keys, manuals, record drawings, and maintenance stocks to the university.
    4. During the one (1) year warranty period following the date of substantial completion, the Contractor(s) shall work with the university’s representative to oversee, monitor, and coordinate the remedial work of the awarded project contractors, including, but not limited to, making certain that the appropriate project contractors are notified of the extent and nature of the remedial work which needs to be done and that such work is done in a timely and satisfactory manner.
31. **REPORTING REQUIREMENTS:**
32. The successful Contractor(s) shall be required to provide monthly reports meeting the following project data points and shall be incorporated into the university’s construction management system as follows:
    1. Upon receipt of the Submitted Invoices Log from the Facilities Business Office, provide explanation to invoices received 5 or more days after invoice date.
    2. Provide a log of project requests for the current month, identifying if detailed estimates are required or not, the date the request was received, date the requestor was contacted, and the date the estimate was due to the client and date delivered for approval. If the date is missed, then provide an explanation for the delay.
    3. Executive Summary Report should state number of active projects, total projects closed to date, current Purchase Orders, billing, fee and retention to date, include a bar graph illustrating work status from VT Work Order Management System.
    4. Generate a report from VT Work Order Management System by Project Manager providing project updates & schedules for the estimate, design, bid, permit and construction for each project with 8 week projections. Include progress photos for each project.
    5. Monthly report listing any value added items for each project (e.g. negotiating fees, costs savings, etc.).
    6. Monthly report of awarded projects and the awarded firms.
    7. Provide a chart showing billing to date and identify billed to back log as a bar graph.
    8. Monthly report for each project closed showing estimate versus actual costs with explanations of projects that exceeded the estimate.
    9. Customer Satisfaction Surveys for all projects completed the previous month.
    10. Ensure access to copies of the forms each month as needed, provide an executive summary draft monthly, and maintain a performance chart from the beginning of the contract showing progress.
33. **PROJECT UPDATES AND SCHEDULED MEETING REQUIREMENTS:**
34. The successful Contractor(s) shall meet with facilities representatives from the university on a minimum of a weekly basis to review all projects’ status, scope, budgets and issues.
    1. Included in the agenda for this meeting shall be steps to resolve any issues related to awarded project contractor’s contract performance by the Contractor(s).
    2. Minutes of these meetings shall be completed by the Contractor(s) and shared with the university.
35. **GENERAL ADMINISTRATIVE OPERATIONS**
36. The Contractor(s) shall set up and maintain an operations office in space provided by the university to receive and process HokieServ work requests and to provide other management services as may be required for the effective supervision and execution of project management services:

* 1. A limited amount of office furniture (desks, chairs, file cabinets, etc.) shall be provided by the university.
     1. Any property provided by the university shall not be discarded or destroyed except through the university’s official surplus property procedures.
  2. All other office computers, vehicles, cell phones and other such equipment shall be provided by the Contractor(s).
     1. Minimum equipment/programs that should be provided include
        1. Appropriate CAD program for design work required (non-stamped)
        2. Scheduling software program
        3. Estimating software program
  3. Utilization of university telephone and data services shall be provided to the Contractor(s) by the university with actual costs to be reimbursed on a monthly basis.
  4. All personal or company property placed in or moved onto the premises shall be at the sole risk of the Contractor(s). Virginia Tech shall not have any liability for any security of or damage to such property.
  5. At the termination of the contract, the Contractor(s) shall peacefully deliver the premises in as good order and repair as the same was at the beginning of this contract, reasonable wear and tear expected.
  6. The Contractor(s) shall support the University in any disputes that may arise with the vendors regarding their performance of work.
  7. The Contractor(s) is solely responsible for all costs associated with parking. Refer to <https://parking.vt.edu/parking/vbc.html> for complete details.

1. **SECURITY OF DATA**
2. The successful Contractor(s) shall comply with the Gramm-Leach-Bliley Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information:

* 1. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.
  2. Sensitive electronic data shall be encrypted, shredded or removed on a routine basis in accordance with university policies and procedures.

1. **BENCHMARKS FOR SUCCESSFUL SERVICE LEVELS**
2. The successful Contractor(s) shall be expected to meet the following benchmarks:
   1. All HokieServ work order requests for services to be performed shall be formally responded to within three (3) business days of the assignment and receipt of the work order. An appropriate response is verbal or written contact with the requesting department contact and relaying a reasonable timeline and plan for initiating services including a preliminary site visit.
   2. Requested preliminary budget estimates are provided within five (5) business days after initial site visit and confirmation of project scope.
   3. Initial estimates shall be required to be within +/- 20% of final design-costs estimates.
   4. Procurement of design services shall begin within ten (10) business days after clients’ approval and providing funding for the project to proceed.
   5. Project Budgets, inclusive of all costs, including Owner contingency, shall be required after completion of design and prior to procurement of construction phase services with the clients’ approval. Budgets shall be required to be within +/- 10% of actual design/construction costs.

VII. PROPOSAL PREPARATION AND SUBMISSION:

1. Specific Requirements

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

* 1. Detailed explanations of your firm’s approach to meeting the needs of the university as outlined in the scope of service, notating each section 1-8 individually. Please refer to the appropriate section with each response for ease in reviewing proposals.
  2. Listing of all potential personnel that shall be assigned to this contract, including relevant qualifications and experience related to the following:
     1. Currently held licenses and certifications.
     2. Comprehensive understanding of the various phases of the design and construction industry.
     3. Manage multiple subordinates and multiple concurrent projects with respect to technical, professional and fiscal issues.
     4. Ability to work in and develop a team atmosphere and provide superior client services in a diverse environment.
     5. Ability to prepare, read and interpret construction schedules.
     6. Basic knowledge of building codes and construction means and methods.
     7. Proven track record for successfully managing and delivering multiple projects at any given time.
     8. Prior supervisory experience managing employees and project teams.
  3. Plan for maintaining the required level of experience of personnel during the duration of the contract.
  4. Plan for implementation of the requested services, including key positions/personnel including illustrating the process you use in forecasting the labor force needs for management of a typical project.
  5. Three references that involved supervising building renovation projects valued below $3,000,000. Include the names and contact information of the general contractors and any subcontractors used on each project. If available, please include those that involved enforcement of public procurement and construction regulations, rules and policies for the Commonwealth of Virginia.
  6. Pricing: Based off the services described within the RFP as well as the provided historical data in Section III above, provide pricing proposal using the following fixed management fee per project fee model:

A. Fixed Management Fee based on percentage calculated per project. Fixed

management fee will be calculated by applying the percentage times the value of

the managed project costs determined following completion of design.

Fixed Fee % Value of Project’s (or FF&E) Budget FF&E Fee %

\_\_\_\_\_\_\_\_\_\_ $0 - $100,000 \_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_ $100,001 - $500,000 \_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_ $500,001 - $1,000,000 \_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_ $1,000,001 - $2,000,000 \_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_ $2,000,001 - $2,999,999 \_\_\_\_\_\_\_\_\_\_

Fee % for coordinating additional Services (Testing/Commissioning)

1. Provide any additional narrative to the advantages/disadvantages of various other

pricing and strategies that you would like to propose for consideration. Explain how you envision pricing your services for this contract and explain the collective benefits for this strategy for both the university and the successful Contractor(s).

* + 1. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:
  1. If your business cannot be classified as Virginia certified SWaM firm, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process shall be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>
  2. The return of the General Information Form and addenda, if any, signed and filled out as required.
  3. Exceptions/Additions to this Proposal, if any.

1. General Requirements
   1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;
      1. One (1) original hard copy along with one (1) electronic copy in WORD format or searchable PDF (CD or flash drive) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS. Both the hard copy and the electronic copy should be included in the sealed proposal (cannot be submitted separately). Any proprietary information should be clearly marked in accordance with 2.e. below.
      2. Should the proposal contain proprietary information, provide one (1) redacted hard copy of the proposal and attachments with proprietary portions removed or blacked out.  This copy should be clearly marked “Redacted Copy” on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)

Procurement Department (MC 0333)

Attention: Reed Nagel

North End Center, Suite 2100

300 Turner Street NW

Blacksburg, Virginia 24061

Reference the Due Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech 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 Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. 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.

c. 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.

d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror shall invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request shall specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted shall be identified by some distinct method such as highlighting or underlining and shall 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 may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This shall provide an opportunity for the Offeror to clarify or elaborate on the proposal but shall in no way change the original proposal. Virginia Tech shall schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

VIII. SELECTION CRITERIA AND AWARD:

1. Selection Criteria

Proposals shall be evaluated by Virginia Tech using the following:

Maximum Point

Criteria Value

1. Qualifications, Experiences, and References of Offeror 30

in providing the services

2. Specific plans or methodology to be used to provide the      30

Services

3. Cost (or Price) 30

4. Participation of Small, Women-Owned and Minority 10

(SWAM) Business \_\_\_\_\_\_\_\_\_\_

Total 100

1. Award

Selection shall be made of one 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 Proposal, 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, Virginia Tech shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one Offeror has made the best proposal, a contract may be negotiated and awarded to that Offeror. The award document shall be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

IX. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference shall be held on October 29, 2018 @ 3:00pm in the Sterrett Classroom. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference shall not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend.

Bring a copy of this solicitation with you. Any changes resulting from this conference shall be issued in a written addendum to this solicitation.

**You shall obtain a Virginia Tech parking permit for display on your vehicle prior to attending the conference. Parking permits are available from the Virginia Tech Parking Services Department located at 605 Research Center Drive, phone: (540) 231-3200, e-mail:** [**parking@vt.edu**](mailto:parking@vt.edu)**.**

X. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email to nagelr@vt.edu, contracting officer, citing the particular RFP section and paragraph number. All inquiries shall be answered in the form of an addendum. Inquiries shall be submitted by 12:00pm on October 29, 2018. Inquiries shall be submitted to the procurement officer identified in this solicitation.

XI. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to [vtinvoices@vt.edu](mailto:vtinvoices@vt.edu) or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)

Accounts Payable

North End Center, Suite 3300

300 Turner Street NW

Blacksburg, Virginia 24061

XII. METHOD OF PAYMENT:

Virginia Tech shall authorize payment to the Contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech’s Procurement website: [http://www.procurement.vt.edu/vendor/wellsone.html](http://www.procurement.vt.edu/vendor/wellsone.html%20) or contact the procurement officer identified in the RFP.

XIII. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum shall not be mailed to you, we encourage you to check the web site regularly.

XIV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications shall be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror’s proposal being rejected.

XV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XVI. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached Virginia Tech Procurement terms and conditions (Attachment A) and Virginia Tech Facilities special terms and conditions (Attachment D).

XVII. CONTRACT ADMINISTRATION:

1. Name, Title, Department, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
2. The Contract Administrator, or their 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 their 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 shall be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVIII. ATTACHMENTS:

Attachment A- Virginia Tech Procurement Terms and Conditions

Attachment B- Virginia Tech Special Terms and Conditions

Attachment C- Sample of Standard Contract Form

Attachment D- Virginia Tech Facilities Special Terms and Conditions

**ATTACHMENT A**

**VIRGINIA TECH PROCUREMENT TERMS AND CONDITIONS**

**GENERAL TERMS AND CONDITIONS**

<http://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_07012017.pdf>

**ADDITIONAL TERMS AND CONDITIONS**

1. **ADDITIONAL GOODS AND SERVICES**: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University 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 newly introduced during the term of the Agreement.
2. **AUDIT**: The Contractor hereby agrees to 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. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT**: Virginia Tech 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.
5. **CONTRACT DOCUMENTS**: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

**F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE**: The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

From: \_\_\_\_

Name of Bidder or Offeror Due Date Time Due

\_\_\_\_

Street or Box No. Solicitation Number

\_\_\_\_

City, State, Zip Code Solicitation Title

Name of Procurement Officer: \_\_\_\_

The envelope should be addressed to:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)

Procurement Department (MC 0333)

North End Center, Suite 2100

300 Turner Street NW

Blacksburg, Virginia 24061

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Bids or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

1. **Notices**: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On RFP Cover Page

Attention: Name of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University (Virginia Tech)

Attn: Kate Dicken

Facilities Department

230 Sterrett Drive (0529)

Blacksburg, Virginia 24061

1. **SEVERAL LIABILITY**: Virginia Tech shall be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein shall be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
2. **CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS**: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: <http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf>

**ATTACHEMENT B**

**SPECIAL TERMS AND CONDITIONS**

**ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech shall be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

**CONTRACT PERIOD:** The term of this contract is for three (3) years, or as negotiated. There shall be an option for two (2) two (2)-year renewals, or as negotiated.

**CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT**: By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified

Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Subcontractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

License #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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.

**CRIMINAL CONVICTION CHECKS**: All criminal conviction checks shall be concluded prior to the Contractor’s employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Virginia Tech reserves the right to audit a Contractor’s background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If at any time during the term of the contract Virginia Tech discovers an employee has a conviction which raises concerns about University buildings, property, systems, or security, the Contractor shall remove that employee’s access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.

**INSURANCE**: By signing and submitting a Proposal/Bid under this solicitation, the Offeror/bidder certifies that if awarded the contract, it shall have the following insurance coverages at the time the work commences. Additionally, it shall maintain these during the entire term of the contract and that all insurance coverages shall be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

A. Worker's Compensation - Statutory requirements and benefits.

B. Employers Liability - $100,000.00

C. General Liability - $1,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

D. Automobile Liability - $500,000.00

E. Builders Risk – For all renovation and new construction projects under $100,000 Virginia Tech shall provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the Contractor shall be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance shall be through a valid insurance certificate.

F. The Contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The Contractor agrees that it shall, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

**ORDERS**: Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.

**RENEWAL OF CONTRACT**: This contract may be renewed by Virginia Tech upon written agreement of both parties for two (2) successive two (2) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

**CONTRACTOR CHANGE ORDER EVALUATION BY PROJECT A/E**

During the construction administration phase of the project, the Contractor(s) shall ensure the evaluation of all Contractor Change Order requests to confirm the entitlement of the change as well as assess the reasonableness of the costs and schedule impacts.

**IDENTIFICATION OF SEALED BID/PROPOSAL ENVELOPE**: The signed bid or proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_

Name of Bidder or Offeror Due Date Time Due

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

Street or Box No. Solicitation Number

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

City, State, Zip Code Solicitation Title

Name of Procurement Officer: \_\_

The envelope should be addressed to:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)

Procurement Department (MC 0333)

North End Center, Suite 2100

300 Turner Street NW

Blacksburg, Virginia 24061

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Bids or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

**ATTACHMENT C**

**SAMPLE CONTRACT FORM**

**Standard Contract form for reference only**

**Offerors do not need to fill in this form**

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This contract entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the \_\_\_\_\_\_\_\_\_\_\_\_\_ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall  in accordance with the contract documents.

CONTRACT DOCUMENT: The Contract Documents shall consist of this signed contract, Request For Proposal Number \_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_, together with all written modifications thereof and the proposal submitted by the Contractor dated \_\_\_\_\_\_\_\_\_ and the Contractor's letter dated \_\_\_\_\_\_\_\_\_\_, all of which Contract Documents are incorporated herein.

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

Contractor: Virginia Tech

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**ATTACHMENT D**

**VIRGINIA TECH FACILITIES SPECIAL TERMS AND CONDITIONS**:

**12/14/17**

1. All work is to be performed in compliance with the most current version of the Commonwealth of Virginia Construction and Professional Services Manual (CPSM) and the following Virginia Tech Standards:
2. Principals and Standards including but not limited to references to Campus Design Principles, Design & Construction Standards, Sign Standards, CAD Standards, Building Automation Standards, Fire Alarm Standards, Hokie Stone Standards, and Campus Wayfinding Guidelines shown on the Virginia Tech website -

<https://www.facilities.vt.edu/planning-construction/principles-and-standards.html>

1. Building Code Compliance requirements including but not limited to references to A/E Seal Requirements, Building Code Related Design Criteria, Codes, Forms, and Guidelines, Procedures & Resources shown on the Virginia Tech website –

<https://www.facilities.vt.edu/permits-inspections/building-code-compliance.html>

1. Stormwater Management Program shown on the Virginia Tech website –

<https://www.facilities.vt.edu/permits-inspections/stormwater-management.html>

1. Network Infrastructure & Services Design and Construction Standards shown on the Virginia Tech website -

<https://www.nis.vt.edu/About/Publications/CablingStandards.html>

1. Construction Safety Requirements including but not limited to references to Asbestos, Contractor Safety, Electrical Safety, Excavation Safety, Fall Protection, Hearing Safety, Heat Safety, Lockout/Tagout, Personal Protective Equipment, and Respiratory Protection shown on the Virginia Tech website –

<https://www.ehss.vt.edu/audience/?audience=construction_safety>

1. **ELECTRONIC TRANSACTIONS AND EXECUTION IN COUNTERPARTS** 
   * + 1. To the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties agree that electronic records, signatures, systems, formats, transmissions and communications(collectively, Electronic Transactions) may be utilized for this Project and this Agreement and all related documents, records, submissions, approvals, and communications(Ancillary Agreements). The parties agree that electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The parties further agree that Electronic Transactions may be relied on for the purposes of binding information transfer for this Project. Unless otherwise agreed to in writing by the parties, the following shall be deemed an acceptable electronic signature for the purposes of this subsection: an electronic symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. In the event the laws, rules, or regulations of a third party governmental agency or entity do not permit the use of Electronic Transactions or Electronic Signatures, then this section shall not apply but only to the extent necessary to comply with the laws, rules, or regulations of the third party governmental agency or entity.
       2. This Agreement, and any Ancillary Agreements, may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement, or any Ancillary Agreement, transmitted by any means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such Ancillary Agreement.
       3. RIGHTS AND REMEDIES: Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
2. **SECTION 179D: ALLOCATION OF ENERGY EFFICIENT DESIGN TAX DEDUCTION**

**Applicable to all A/E Design RFPs/Contracts and all Design-Build RFPs/Contracts.**

* + - * 1. If reinstated, currently expired 12/31/16, Virginia Tech prioritizes environmental responsibility and sustainability in planning, development and construction of our facilities on Virginia Tech’s Campuses. These efforts, may be eligible for tax benefits under Section 179D of the Federal Tax Code, which allows a deduction based on the cost of certain qualifying, energy efficient property. Virginia Tech, in most cases, is unable to benefit directly from these deductions, however Virginia Tech is permitted to allocate the deduction to parties responsible for the design of the qualifying property.
        2. An individual or entity who is contracted directly with Virginia Tech to design certain energy efficient buildings may apply to Virginia Tech for an allocation of Section 179D Deductions.
        3. Refer to the link below for IRS guidelines and applicable updates regarding project eligibility,https://www.gpo.gov/fdsys/pkg/USCODE-2010-title26/pdf/USCODE-2010-title26-subtitleA-chap1-subchapB-partVI-sec179D.pdf

1. **UNIVERSAL DESIGN PRINCIPLES**

Universal Design principles, as identified in Virginia Tech's Design Team Assistance Checklist, shall be embraced in all aspects of the design. The A/E shall explore opportunities to apply Universal Design principles in the design and composition of project elements to allow for ease of access, use, and understanding, to the greatest extent possible, by all people regardless of their age, size, ability, or disability. Submittals should demonstrate a thorough understanding of Universal Design principles and strategies to incorporate these principles into the built environment. The selected firm will be required to document related efforts at each stage of the design process by completing and submit the Universal Design A/E Guidance Checklist (attached) to the Virginia Tech Project Manager.

1. **GENDER NEUTRAL BATHROOMS**

Gender neutral restrooms shall be included in each new capital project and major renovations at Virginia Tech. Whenever possible, every floor shall have one gender neutral restroom that complies with the 2010 ADA Standards for Accessible Design and is accessible to the general public. The gender neutral restroom shall be located nearby the men’s and women’s multi-user restrooms whenever possible. Appropriate signage shall be displayed for the restroom as well as directional signage if it is not feasible for the restroom to be located near the main floor restrooms. Each gender neutral restroom shall be designed as a single occupancy restroom with appropriate locking and closer mechanisms for the operation of the fully accessible door. The toilet, lavatory and all required accessories shall be compliant with the 2010 ADA Standards for Accessible Design.

1. **VEHICULAR ACCESS AND PARKING AREAS**

In addition to the Vehicular Access and Parking Area requirements listed in the 2006 Virginia Tech Design and Construction Standards, include the following:

* + - * 1. **SIDEWALK PARKING**: Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. 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 walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
        2. **TURF PARKING:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

1. **COMMONWEALTH OF VIRGINIA TRAVEL REGULATIONS**

The Commonwealth of Virginia Travel Regulations can be downloaded from the Commonwealth’s Website at

<https://www.doa.virginia.gov/reference/CAPP/CAPP_Topics/20335-2015-Dec.pdf>.

1. **SCHEDULING SOFTWARE**

When required to develop a CPM schedule, the contractor shall use Primavera P6 or a similar system as approved in writing by the Owner.

1. **CONTRACTOR CHANGE ORDER EVALUATION BY PROJECT A/E**

During the construction administration phase of the project, the A/E shall evaluate all Contractor Change Order requests to confirm the entitlement of the change as well as assess the reasonableness of the costs and schedule impacts.

1. **A/E QUALITY ASSURANCE OF DELIVERABLES**

The A/E shall Conduct Quality Assurance of all documents delivered to the Owner per the QA checklist (Appendix Q) of the CPSM.

Once trades bids are received by the CM, any “savings” in the actual Cost of the Work versus the Cost of the Work included in the approved GMP shall revert to the Owner and the GMP shall be reduced accordingly by Change Order. If the actual cost exceeds the amount for this component of the approved GMP, those costs shall be borne by the CM.

1. The threshold for capital construction increased to $3m on 1 July 2018. [↑](#footnote-ref-1)