COMMONWEALTH OF VIRGINIA

REQUEST FOR PROPOSAL
(SEALED PROPOSALS)

RFP 242-15-00029-MLF

HVAC CONTROL SYSTEM

DUE: APRIL 21, 2015, 2:00 P.M.

Matthew L. Fritzinger
Contracting Officer
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COMMONWEALTH OF VIRGINIA
CHRISTOPHER NEWPORT UNIVERSITY
REQUEST FOR PROPOSAL (RFP)

Issue Date: Thursday March 26, 2015

Title:                     HVAC Control System

Commodity Code:            22014

Issuing Agency:            Commonwealth of Virginia
                          Christopher Newport University
                          1 Avenue of the Arts
                          Newport News, VA 23606-3072

Using Agency And/Or Location
Where Work Will Be Performed:
                          Christopher Newport University
                          1 Avenue of the Arts
                          Newport News, VA 23606-3072

Initial Period Of Contract: From:  July 1, 2015  Through:  June 30, 2018   *RENEWABLE*

Sealed Proposals Will Be Received Until 2:00 P.M. Tuesday, April 21, 2015 For Furnishing The Goods/Services Described Herein.

All Inquiries For Information Should Be Directed To: Matthew Fritzinger Phone:  (757) 594-7950 Email: Matt.Fritzinger@cnu.edu.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:
Christopher Newport University, Office of Procurement Services, 301 Hiden Blvd., Suite 309, Newport News, VA 23606.

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

* Virginia Contractor License No. _____________________
Class: __________  Specialty Codes: __________________

Name And Address Of Firm:

_____________________________ Date: _________________________________
_____________________________ By: ___________________________________
_____________________________               ( Signature In Ink)

_____________________________ Zip Code:___________ Name: _________________________________
eVA Vendor ID or DUNS #: ______________________               (Please Print)
Fax Number: (___) ____________________________ Title:  _________________________________
E-mail Address: _______________________________ Telephone Number:  (___)_________________

PREPROPOSAL CONFERENCE:  A mandatory preproposalsal conference will be held on Monday April 6, 2015 at 2:00 P.M. the CNU Suntrust Bank Building, 301 Hiden Blvd, Suite 309, Newport News, VA 23606. NO ONE WILL BE ADMITTED AFTER 2:00 P.M.  If special ADA accommodations are needed, please contact Matthew Fritzinger at 757-594-7950 by April 3, 2015.

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.
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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Contractors to perform design, installation, upgrade, implementation, commissioning, and maintenance and repair services on HVAC direct digital control systems on an “as needed” basis on the campus of Christopher Newport University (CNU), an Agency of the Commonwealth of Virginia. The contract shall be for a period of three (3) years with the option to renew for four (4) successive one (1) year periods.

II. BACKGROUND

The youngest, comprehensive university in the Commonwealth, Christopher Newport was founded in 1960 as a two-year branch of the College of William and Mary, became independent in 1977 and gained university status in 1991. A four-year public university, CNU enrolls 5,000 students in rigorous academic programs in the liberal arts and sciences through the College of Arts and Humanities, the College of Natural and Behavioral Sciences, and the College of Social Sciences, including the Luter School of Business. CNU offers great teaching and small class sizes with an emphasis on leadership, civic engagement and honor. Its stunning, 260-acre campus reflects the nearly $1 billion in capital construction completed during recent years. For more information about CNU, visit www.cnu.edu.

III. STATEMENT OF NEEDS

A. GENERAL

The Contractor shall furnish all labor, materials, tools, equipment, vehicles, travel, and supervision required to perform design, installation, upgrades, implementation, commissioning, and maintenance and repair services on HVAC direct digital control systems on an “as needed” basis in accordance with the specifications and terms and conditions set forth herein. Services may involve regular/non-emergency maintenance and repair, regular/non-emergency after hour’s maintenance and repair, emergency repair, troubleshooting, individual projects, and equipment replacement/upgrade projects. In addition, training of our in-house staff is important, and Contractor shall make reference to any in-house training that they can provide on the installed direct digital control system.

CNU has several HVAC direct digital control systems installed in various buildings: Trane Tracer Summit, Tridium Niagara AX (G3), and Invensys 8000 with Invue Graphic Interface. The Invensys system is obsolete and will be the first system upgraded under this contract.

These systems are hosted on dedicated CNU servers. There are no plans to add any additional servers at this time. All control software shall be compatible with one of the existing Tridium Niagara AX systems. Contractor is responsible for obtaining any license or certifications necessary to work on this system.

Qualified contractors must be able to purchase equipment and parts and obtain factory direct support for design, implementation, and technical assistance from each manufacturer they represent to be considered for award for that particular brand. Contractors must be a part of the manufacturer’s network of authorized dealers. Confirmation of authorization with each individual manufacturer shall be submitted with offer.
B. SPECIFIC REQUIREMENTS

1. Provide services on HVAC direct digital control systems in accordance with manufacturer’s specifications and recommended procedures. Work to be performed will include, but not be limited to, the following:
   a. Read, understand, and interpret technical and construction related documents including drawings, technical manuals, and specifications for HVAC direct digital control systems.
   b. Troubleshoot and identify HVAC direct digital control system faults and operating irregularities by making necessary diagnostic tests, measurements, and analysis.
   c. Determine nature of repairs to be made and parts required.
   d. Disassemble, repair, reassemble, calibrate, and run operating tests to ensure satisfactory repair.
   e. Perform point-to-point checks of various types of HVAC sensors and field devices.
   f. Calibrate HVAC sensors and field devices.
   g. Implement software upgrades as needed to support all aspects of the HVAC direct digital control system including user interfaces, servers, controllers, and programming software.
   h. Implement final agreed upon HVAC direct digital control system programming changes.
   i. Read electronic circuit prints and troubleshoot integrated circuit (IC) boards.
   j. Prepare and interpret instrumentation schematics and loop drawing.
   k. Review HVAC direct digital control system operations with the appropriate CNU personnel.
   l. Provide training on equipment operation and maintenance and repair procedures.
   m. Provide remote access to system.

2. Provide service for individual projects involving the design, installation, programming, commissioning, removal, repair, replacement, alteration, renovation, and upgrade of HVAC direct digital control systems and components.

3. Typically, services shall be performed during normal working hours of 7:00 AM – 4:00 PM. However, on occasion, the Contractor shall provide services outside of the normal working hours when requested by CNU so as to not interfere with student activities. All regular/non-emergency services performed during hours other than the established normal working hours shall be billed at the regular contract rates. No overtime rates will be paid except for emergency work.

4. Provide emergency on-call repair service 24 hours per day, 7 days a week, 365 days per year per Section III(F) of this RFP.

5. Provide classroom training of CNU personnel on HVAC direct digital controllers and software programs at the CNU campus or at the Contractor’s facility.

6. For the first Task Order, the contractor shall provide a proposal to upgrade four (4) buildings that currently use the Invue system. These systems shall be upgraded to one of the existing Tridium systems. The proposal shall be broken out by building. The scope shall include:
   a. Replace a quantity of six (6) existing Invue with Tridium JACE panels at Trible Library, Gosnold Hall, Suntrust/BTC, and David Student Union (DSU)
   b. Integration into the existing CNU’s Tridium based campus-wide web server
      i. The Trane server is running Tridium Niagara work bench AX version 3539
      ii. The Dominion server running Tridium Niagara work bench AX version 3525
   c. Generation of custom 3D building graphics
   d. Generation of alarms and trends
   e. Programming and software set-up by Licensed Certified Tridium Controls Technician
   f. As-built control drawings
   g. One (1) year labor and materials warranty.
C. CONTRACTOR QUALIFICATIONS

1. The Contractor shall have been in the business of providing the required HVAC direct digital control systems maintenance and repair services for a minimum of five (5) years.
2. Workers and supervisors shall be part of the permanent in-house staff of the Contractor.
3. The Contractor shall be licensed in the HVAC maintenance and repair field of work as a Class A Contractor in the Commonwealth of Virginia.
4. The Contractor shall provide adequate trained personnel, sufficient equipment, and competent operational supervision to perform multiple assignments simultaneously and at different locations. Services shall be provided in a manner that causes no appreciable interruption in normal CNU activities.
5. All work shall be performed in a professional manner and to the complete satisfaction of CNU personnel in compliance with all applicable laws, ordinances, rules, regulations, codes, and OSHA requirements in force at the time the work is performed. All work which does not meet the approval of CNU shall be immediately corrected by the Contractor to the satisfaction of CNU personnel. If the Contractor fails to remedy the work as instructed and agreed upon, CNU may arrange for the work to be performed by other means after the Contractor has been issued a written notice twenty-four (24) hours prior to taking this action. These charges will be deducted from the amount due the Contractor.
6. The Contractor shall guarantee that all materials used comply with all applicable laws, ordinances, rules, regulations, and codes. The Contractor shall guarantee that all materials are compatible with pre-existing HVAC direct digital control systems materials and equipment of the buildings and outside locations involved.
7. The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet regulatory requirements. All rules and regulations governing safety as adopted by the Safety Codes Board of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under any contract resulting from this solicitation. The Contractor shall make every effort to ensure the safety of CNU employees and students during the course of work being performed.

D. CONTRACTOR EMPLOYEE QUALIFICATIONS

1. The Contractor shall be responsible for providing the appropriate types and skill levels of personnel required to provide the services described in this solicitation. Assigned personnel must be qualified through factory or other training to work on specific makes and types of HVAC direct digital control systems to be maintained, serviced and repaired. OFFEROR SHOULD PROVIDE PROOF OF QUALIFICATIONS WITH PROPOSAL AND AT THE TIME OF CONTRACT RENEWAL.
   CNU reserves the right, at its sole discretion, to refuse to accept service from any personnel deemed by CNU to be unqualified, disorderly, or otherwise unable to perform work assigned.
2. The Contractor’s employees shall conduct themselves in the highest possible manner while on campus. CNU will reserve the right to dismiss and/or bar employees from campus if their behavior is deemed to be inappropriate, especially, but not limited to, interactions with students, faculty, staff, or any other persons apart of or conducting business with CNU.
3. The Contractor’s employees shall be required to wear uniforms with company identification or other clothing that clearly identifies personnel employed by the Contractor(s).

E. GENERAL PROCEDURES
1. All work shall be coordinated with the designated CNU representative for each project. The CNU representative shall have the authority to act for CNU in matters pertaining to this contract and interface with the Contractor’s representative or its personnel.

2. Within one (1) business day after receipt of a telephone call, fax, or email request from the designated CNU representative, the Contractor’s representative shall visit the designated work site, meet with the CNU representative or their designee, examine the site, and acquire a full understanding of the nature and scope of the project.

3. Within two (2) business days after the onsite visit, the Contractor’s representative shall submit a written estimate of the cost to complete the project, unless an alternate time is agreed to, to the CNU representative. Estimate submitted shall be itemized reflecting established contract pricing. This estimate shall include:
   a. A timetable for each job from start date to completion.
   b. Types and quantities of labor required.
   c. Types and quantities of vehicles and equipment.
   d. Materials required for repairs or to complete project. CNU reserves the right, at its discretion, to furnish parts/materials without penalty.

4. If the cost estimate is considered not to be reasonable, CNU reserves the right to obtain estimates from other sources and authorize services to be performed by another Contractor.

5. Upon approval of the estimate by the designated CNU representative, CNU will place an order with the Contractor through the Commonwealth of Virginia eVA electronic procurement internet portal, authorizing the Contractor to proceed with the work.

6. Invoices submitted by the Contractor for work performed shall be itemized in the format of the written estimate and the total dollar amount of the invoice shall not exceed the Contractor’s written estimate.

7. Contractor shall be responsible to protect buildings, elevators, floors, and carpets with protective materials as may be appropriate. Contractor will exercise proper care to protect outside grounds, tree, shrubs, flowers, etc.

8. Typically, service shall be provided during normal work hours. However, the Contractor shall provide services during hours outside of normal work hours if requested by CNU. All hourly labor, vehicle, and equipment rates shall apply only to those hours where work is actually performed. Rates shall not apply travel time to and from the work site, lunch, or other breaks.

9. Occasionally, during specific projects, the Contractor may be required to attend meetings with CNU representative(s) to answer questions. The CNU representative(s) will make every effort to keep these meetings infrequent and of short duration. These consultation meetings are considered part of the Contractor’s overhead costs and not separately billable under the contract.

10. Upon completion of the repair/project, Contractor shall remove all trash accumulated as a result of the work prior to leaving the site.

F. EMERGENCY PROCEDURES

Rapid response to emergency repair calls is of high importance to return a particular HVAC direct digital control system to an operational, secure, and safe condition. The Contractor shall respond with the appropriate types and skill levels of personnel in the quantities required to manage the repair within two (2) hours of the request during weekdays and within four (4) hours on weekends and holidays. Work shall be continuous until the repair is completed to the satisfaction of a CNU representative.
****Failure to respond to an emergency in the allotted time may result in the termination of any contract resulting from this RFP.****

IV. PROPOSAL PREPARATION AND SUBMITTION REQUIREMENTS

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, four (4) full copies, and one (1) redacted copy of each proposal must be submitted to the issuing agency. One (1) CD ROM in .pdf format of the entire proposal and one (1) redacted CD ROM in .pdf format (marked redacted) of each proposal must be submitted to the issuing agency. The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary. Section numbers which are redacted should be identified as follows: Example: Section 3, paragraph B: “Redacted.” The redacted version of the proposal must be carefully edited, altered, and refined by the Offeror in order to protect and maintain complete confidentiality of protected information. Christopher Newport University will not accept responsibility for any public disclosure of proprietary information that is a result of improper redaction by the Offeror. No other distribution of the proposal 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 the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. 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 placed 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. As used in this RFP, the terms "must", "shall", "should" and “may” identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must"
and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.

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

f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

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

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

2. A written narrative statement to include:
   a. The Contractor’s implementation plan to accomplish the work required by the Statement of Need
   b. Specific approach to providing the services requested, including but not limited to:
      i. List of proposed equipment including the operating parameters and illustrations
      ii. What service will be performed
      iii. How service will be performed
      iv. Training of CNU personnel and location of training facility, if applicable
      v. Estimated time line for completion of the First Task Order, broken down by building
      vi. Specialty equipment required.
      vii. Any additional information that the Contractor feels is pertinent to the solicitation.

   c. Experience in providing the services described herein to institutions of higher education
   d. Resumes of staff to be assigned to the project.
   e. Location of the nearest field service office to CNU with response times for standard and emergency calls.

3. Pricing Schedule, Attachment A included in the RFP.

4. Conflict of Interest Statement, Attachment B included in the RFP.
5. Vendor Data Sheet, Attachment C included in the RFP.
6. State Corporation Commission Form, Attachment D included in the RFP.
7. Small Business Subcontracting Plan, Attachment E included in the RFP.

V. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>Experience of personnel assigned to complete the task</th>
<th>30 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical and Organizational approach to providing the services</td>
<td>25 points</td>
</tr>
<tr>
<td>Proposal to completing the First Task Order</td>
<td>20 points</td>
</tr>
<tr>
<td>Small Business Subcontracting Plan</td>
<td>20 points</td>
</tr>
<tr>
<td>Price</td>
<td>5 points</td>
</tr>
<tr>
<td>Total points possible</td>
<td>100 points</td>
</tr>
</tbody>
</table>

B. AWARD OF CONTRACT

**AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The 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.

VI. REPORTING REQUIREMENTS

The Contractor shall provide a written progress report with all invoices submitted to the CNU Contract Administrator outlining the follow:

1. The specific accomplishments achieved during the reporting period.
2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
3. The projected completion dates for the remaining specific tasks required by the contract.

Failure to provide a written progress report with the invoices may result in delayed payment or rejection of invoices.
VII. GENERAL TERMS & CONDITIONS

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their
proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

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 offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

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

2. **To Subcontractors:**

   a. A contractor awarded a contract under this solicitation is hereby obligated:

      (1) To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

      (2) To notify the agency and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

   b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

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

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror’s physical facilities prior to award to satisfy questions regarding the offeror’s capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency’s right to audit the contractor’s records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of
savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.

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

S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided
by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer’s Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<table>
<thead>
<tr>
<th>Profession/Service</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
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<tr>
<td>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.)</td>
<td>$2,150,000 per occurrence, $4,250,000 aggregate</td>
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<tr>
<td>Insurance/Risk Management</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
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<tr>
<td>Landscape/Architecture</td>
<td>$1,000,000 per occurrence, $1,000,000 aggregate</td>
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<tr>
<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000 aggregate</td>
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<tr>
<td>Professional Engineer</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
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<tr>
<td>Surveying</td>
<td>$1,000,000 per occurrence, $1,000,000 aggregate</td>
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U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

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

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

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

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement 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.

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, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
Z. SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY: This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro business or small businesses include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

AA. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VIII. SPECIAL TERMS & CONDITIONS

A. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. CANCELLATION OF CONTRACT: The purchasing agency 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.

C. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in at least one (1) purchase order with the eVA transaction fee specified below assessed for each order.

a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
   (i) DSBSD-certified Small Businesses: 0.75%, capped at $500 per order.
   (ii) Businesses that are not DSBSD-certified Small Businesses: 0.75%, capped at $1,500 per order.

b. For orders issued January 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.
The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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.

D. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Energy Commodities category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

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

E. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

F. **AS BUILT DRAWINGS:** The contractor shall provide the Commonwealth a clean set of reproducible “as built” drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All “as built” drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
G. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

- Contractor Name:_________________
  - License #:_________ Type ____________

- Subcontractor Name:_________________________
  - License #:_________ Type ____________

H. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for $120,000 or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is $750,000 or more, the offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a “CLASS A CONTRACTOR.” If such a contract is for $10,000 or more but less than $120,000, or if the total value of all such contracts undertaken by offeror within any 12-month period is $150,000 or more, but less than $750,000 or more, the offeror is required to be licensed as a “CLASS B CONTRACTOR.” If such a contract is over $1,000 but less than $10,000, or if the contractor does less than $150,000 in business in a 12-month period, the bidder is required to be licensed as a “CLASS C CONTRACTOR.” The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

  - Licensed Class A Virginia Contractor No. ______________ Specialty ______________
  - Licensed Class B Virginia Contractor No. ______________ Specialty ______________
  - Licensed Class C Virginia Contractor No. ______________ Specialty ______________

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

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

I. **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.

J. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor’s sole expense prior to final acceptance of the work.
K. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: ___________________________________________  
__________________  
__________________  
__________________  
__________________  
From: ___________________________________________  
Name of Offeror  Due Date  Time

Street or Box Number  RFP No.

City, State, Zip Code  RFP Title

DSBSD-certified Micro Business or Small Business No. ________________________

Name of Contract/Purchase Officer or Buyer ______________________________

L. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

M. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

N. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

O. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

A. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

B. Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency.
or institution. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Each prime contractor who wins an award valued over $200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

P. MANDATORY PREBID/PREPROPOSAL CONFERENCE: A mandatory preproposal conference will be at 2:00 PM Monday, April 6, 2015 at the CNU Suntrust Bank Building, 301 Hiden Blvd, Suite 309, Newport News, VA 23606. 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.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative’s signature on the attendance roster. No one will be admitted after 2:00 PM.

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

Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

R. PRODUCT INFORMATION: The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

T. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit hose available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

U. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth’s satisfaction at the contractor’s expense.
V. **WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor’s hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor’s actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor’s estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

W. **CONTINUITY OF SERVICES:**
   a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
      i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
      ii. To make all Agency 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
      iii. That the Agency Contracting 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 Officer, 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 Contract 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.

X. **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.
IX. **METHOD OF PAYMENT**

Invoices shall be submitted directly to the University Business Office:
Christopher Newport University  
Attn: Accounts Payable  
1 Avenue of the Arts  
Newport News, VA 23606-3072

The University will remit payment within thirty (30) days from receipt of each invoice.