



VCU

Procurement Services

July 22, 2021

Brandon Berry
2820 Ackley Avenue
Richmond, VA 23228

RE: Contract #: 7507188CP
Renewal No.: Four of Four available

Mr. Berry,

Your firm's contract with Virginia Commonwealth University (VCU) for **Refrigeration Preventative Maintenance and Repair Services** expires on **8/14/2021**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 7507188CP.

Services shall be provided for renewal period: 8/15/2021 through 8/14/2022.

Your signature constitutes your firm's acceptance of this renewal, to include the optional-use language requirement provision below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities on a purchase order issued against this contract do not represent a purchase commitment by VCU.

- Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.
- By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at [tihak2@vcu.edu](mailto:tihall2@vcu.edu). If you have any questions, please contact me at (804) 828-3409.

Sincerely,
Teresa L. Hall, VCA, VCO, CUPO, VCCO
Senior Buyer

Procurement Services
912 W. Grace Street, 5th Floor
Richmond, VA 23284

804 828-1077
Fax: 804 828-7837
www.vcu.edu/procurement

Contract #: 7507188CP Refrigeration Preventative Maintenance and Repair
Services

RESPONSE:

ColonialWebb Contractors

Name of Firm



Signature

Brandon Berry

Name Printed

Manager - Life Cycle Solutions

Title

7/27/2021

Date

July 27, 2021

Virginia Commonwealth University
Procurement Services
Attention: Teresa L. Hall
912 W Grace Street, 5th Floor
Richmond, Virginia 23284

RE: Planned Service Renewal Notice – Refrigeration Preventative Maintenance and Repair Services

Dear Mrs. Hall,

We have enjoyed our partnership over the years. Our vision is to build a great contracting company and we realize the key in doing so is through your success. Our focus as we continue to strengthen our partnership is to provide communication and customer service, second to none.

The effective dates of your Maintenance Agreement Renewal are **August 15, 2021** through **August 14, 2022**. **We propose no increase for this term. Please see Exhibit “A” attached for pricing.** If a new purchase order is required for this renewal term, we should receive it by **August 1, 2021** so that your renewal can be processed in a timely manner and we can begin inspections.

We are very interested in establishing effective lines of communications for you, which will allow us to properly handle your service needs. Below is your Customer Service Support Team:

Title	Name	Phone Number	E mail Address
Account Manager	Josh Steele	(804) 916-1331	Josh.Steele@ColonialWebb.com
Service Contract Administrator	Vickie Reid	(804) 916-1345	Vickie.Reid@ColonialWebb.com
Refrigeration Service Supervisor	Ashley Rodal	(804) 615-4823	Ashley.Rodal@ColonialWebb.com
HVAC Service Coordinator	Tishenia Strong	(804) 916-1390	Tishenia.Strong@ColonialWebb.com

Thank you for choosing ColonialWebb as your quality service provider. We appreciate your business and look forward to a long lasting partnership.

Sincerely,



Josh Steele
Strategic Account Manager

CUSTOMER ACCEPTANCE

Signature: _____
Title: _____
Date: _____
PO #: _____

EXHIBIT "A"

VCU Refrigeration Contracts – Multiple Locations

August 15, 2021 – August 14, 2022 Contract Term

Contract	2020-2021 Term	2021-2022 Term
Monroe Student Housing – C-12256	\$ 2,573.28	\$ 2,652.00
Student Commons – C-12263	\$ 6,186.04	\$ 6,376.00
Jonas/Larrick Dining Center – C-12265	\$ 1,584.52	\$ 1,632.00
Laurel Grace Dining – C-12266	\$ 1,687.96	\$ 1,740.00
Shafer Dining – C-12267	\$ 4,401.92	\$ 4,540.00
Snead Hall – C12268	\$ 1,318.72	\$ 1,360.00
Au Bon Pain C-15833	\$ 1,404.00	\$ 1,448.00
Panda Express – C-15971	\$ 1,428.00	\$ 1,472.00
TOTAL	\$20,584.44	\$21,220.00

EXHIBIT "B"

VCU Dining - Update Labor Rates (Effective 8/15/2021)

Description	Regular Rate	Over-time Rate
Supervisor, Master Service Technician Chiller, Ammonia, Large Refrigeration, TAB, Millwright, BAS	\$106.85	\$160.29
Commercial, Engineered Technician	\$106.85	\$160.29
Apprentice / Helper	\$55.08	\$83.24

- * Regular time rates apply Monday through Friday, 7:00 AM to 5:00PM.
- * All other hours are at overtime rates.
- * Does not include truck charge.
- * Does not include equipment rental

June 4, 2020

Virginia Commonwealth University
Procurement Services
Attention: Teresa L. Hall
912 W Grace Street, 5th Floor
Richmond, Virginia 23284

RE: Planned Service Renewal Notice – Refrigeration Preventative Maintenance and Repair Services

Dear Mrs. Hall,

We have enjoyed our partnership over the years. Our vision is to build a great contracting company and we realize the key in doing so is through your success. Our focus as we continue to strengthen our partnership is to provide communication and customer service, second to none.

The effective dates of your Maintenance Agreement Renewal are **August 15, 2020** through **August 14, 2021**. **We propose no increase for this term. Please see Exhibit “A” attached for pricing.** If a new purchase order is required for this renewal term, we should receive it by **August 1, 2020** so that your renewal can be processed in a timely manner and we can begin inspections.

We are very interested in establishing effective lines of communications for you, which will allow us to properly handle your service needs. Below is your Customer Service Support Team:

Title	Name	Phone Number	E mail Address
Account Manager	Brandon Berry	(804) 916-1380	Brandon.Berry@ColonialWebb.com
Service Contract Administrator	Vickie Johnson	(804) 916-1345	Vickie.Johnson@ColonialWebb.com
Refrigeration Service Supervisor	Ashley Rodal	(804) 615-4823	Ashley.Rodal@ColonialWebb.com
HVAC Service Coordinator	Kelly Mullican	(804) 916-1311	Kelly.Mullican@ColonialWebb.com

Our relationship with you is important to us and we appreciate feedback about our performance. On a scale of 1-10, with 1 being the lowest, and 10 the best, please take a moment to rate your service: _____

Thank you for choosing ColonialWebb as your quality service provider. We appreciate your business and look forward to a long lasting partnership.

Sincerely,



Brandon Berry
Certified Energy Manager – Life Cycle Solutions

CUSTOMER ACCEPTANCE

Signature: _____
Title: _____
Date: _____
PO #: _____

EXHIBIT "A"

VCU Refrigeration Contracts – Multiple Locations

August 15, 2020 – August 14, 2021 Contract Term

Contract	2019-2020 Term	2020-2021 Term
Monroe Student Housing – C-12256	\$ 2,573.28	\$ 2,573.28
Student Commons – C-12263	\$ 6,186.04	\$ 6,186.04
Jonas/Larrick Dining Center – C-12265	\$ 1,584.52	\$ 1,584.52
Laurel Grace Dining – C-12266	\$ 1,687.96	\$ 1,687.96
Shafer Dining – C-12267	\$ 4,401.92	\$ 4,401.92
Snead Hall – C12268	\$ 1,318.72	\$ 1,318.72
Au Bon Pain C-15833	\$ 1,404.00	\$ 1,404.00
Panda Express – C-15971	\$ 1,428.00	\$ 1,428.00
TOTAL	\$20,584.44	\$20,584.44

EXHIBIT "B"

VCU Dining - Update Labor Rates (Effective 8/15/2020)

Description	Regular Rate	Over-time Rate
Supervisor, Master Service Technician Chiller, Ammonia, Large Refrigeration, TAB, Millwright, BAS	\$103.64	\$155.47
Commercial, Engineered Technician	\$103.64	\$155.47
Apprentice / Helper	\$53.43	\$80.14

- * Regular time rates apply Monday through Friday, 7:00 AM to 5:00 PM.
- * All other hours are at overtime rates.
- * Does not include truck charge.
- * Does not include equipment rental



VCU

Procurement Services

THIRD AMENDMENT TO CONTRACT NO. 7507188CP
BY AND BETWEEN
VIRGINIA COMMONWEALTH
UNIVERSITY AND
COLONIALWEBB CONTRACTORS COMPANY

This third Amendment to Contract No. 7507188CP by and between Virginia Commonwealth University, hereafter referred to as "VCU", and ColonialWebb Contractors Company, hereinafter referred to as "Contractor", is entered into as of the 30th day of June, 2020.

WHEREAS, VCU and the Contractor entered into Contract 7501188CP, dated the eighth day of August, 2017 ("the Contract"); and which was amended by the First Amendment to the Contract date as of the twenty-sixth day of February, 2019; and which was amended by the Second Amendment to the Contract dates as of the eighth day of August, 2019.

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein;

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein;

WHEREAS, the Contract provides for changes to the terms of the Contract through a change provision set forth in Section XII. General Terms and Conditions, Item N;

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes to the Contract:

1. Section VI: Statement of Needs, VCU Dining Services Locations – MCV Campus

Gateway Building – 1200 East Marshall Street is hereby removed from this contract as of June 19, 2020.

2. EXHIBT A Revised pricing to remove the Gateway Building (1200 East Marshall Street) is hereby incorporated into this contract.

This Amendment No. 3 shall become effective upon execution by VCU and Contractor. All other terms and conditions of the Contract shall remain in full force and effect.

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

VIRGINIA COMMONWEALTH
UNIVERSITY

DocuSigned by:
John McHugh
By: EE6DA7427C67468...

Name Printed: John McHugh

Title: Director of Procurement Services

Date: 7/23/2020

CONTRACTOR

John Mosteller
By: Digitally signed by John Mosteller
DN: C=US,
E=john.mosteller@colonialwebb.com,
O=Service OU201, OU=ColonialWebb
Contractors, CN=John Mosteller
Date: 2020.06.30 13:23:16-04'00'

Name Printed: John Mosteller

Title: Business Development Manager

Date: June 30, 2020

EXHIBIT "A"

VCU Refrigeration Contracts – Multiple Locations

August 15, 2020 – August 14, 2021 Contract Term

Contract	2019-2020 Term	2020-2021 Term
Monroe Student Housing – C-12256	\$ 2,573.28	\$ 2,573.28
Student Commons – C-12263	\$ 6,186.04	\$ 6,186.04
Jonas/Larrick Dining Center – C-12265	\$ 1,584.52	\$ 1,584.52
Laurel Grace Dining – C-12266	\$ 1,687.96	\$ 1,687.96
Shafer Dining – C-12267	\$ 4,401.92	\$ 4,401.92
Snead Hall – C12268	\$ 1,318.72	\$ 1,318.72
Au Bon Pain C-15833	\$ 1,404.00	\$ 1,404.00
Panda Express – C-15971	\$ 1,428.00	\$ 1,428.00
TOTAL	\$20,584.44	\$20,584.44



VCU

Procurement Services

June 24, 2019

Brandon Berry
2820 Ackley Avenue
Richmond, VA 23228

RE: Contract #: 7507188CP
Renewal No.: Two of Four available

Mr. Berry,

Your firm's contract with Virginia Commonwealth University (VCU) for **Refrigeration Preventative Maintenance and Repair Services** expires on **8/14/2019**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 7507188CP.

Services shall be provided for renewal period: 8/15/2019 through 8/14/2020.

Your signature constitutes your firm's acceptance of this renewal, to include the optional-use language requirement provision below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities on a purchase order issued against this contract do not represent a purchase commitment by VCU.

Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at tlhall2@vcu.edu. If you have any questions, please contact me at (804) 828-3409.

Sincerely,
Teresa L. Hall, VCO, CUPO, VCCO
Senior Buyer

Procurement Services
912 W. Grace Street, 5th Floor
Richmond, VA 23284

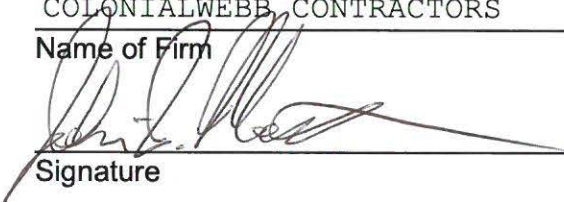
804 828-1077
Fax: 804 828-7837
www.vcu.edu/procurement

Contract #: 7507188CP Refrigeration Preventative Maintenance and Repair
Services

RESPONSE:

COLONIALWEBB CONTRACTORS

Name of Firm


Signature

JOHN MOSTELLER

Name Printed

BUSINESS DEVELOPMENT MANAGER

Title

JUNE 24, 2019

Date

June 20, 2019

Virginia Commonwealth University
 Procurement Services
 Attention: Teresa L. Hall
 912 W Grace Street, 5th Floor
 Richmond, Virginia 23284

RE: Planned Service Renewal Notice – Refrigeration Preventative Maintenance and Repair Services

Dear Mrs. Hall,

We have enjoyed our partnership over the years. Our vision is to build a great contracting company and we realize the key in doing so is through your success. Our focus as we continue to strengthen our partnership is to provide communication and customer service, second to none.

The effective dates of your Maintenance Agreement Renewal are **August 15, 2019** through **August 14, 2020**. **We propose a 1.9% CPI increase for this term. Please see Exhibit "A" attached for pricing.** If a new purchase order is required for this renewal term, we should receive it by **August 1, 2019** so that your renewal can be processed in a timely manner and we can begin inspections.

We are very interested in establishing effective lines of communications for you, which will allow us to properly handle your service needs. Below is your Customer Service Support Team:

Title	Name	Phone Number	E-mail Address
Account Manager	Brandon Berry	(804) 916-1380	Brandon.Berry@ColonialWebb.com
Service Contract Administrator	Vickie Johnson	(804) 916-1345	Vickie.Johnson@ColonialWebb.com
Refrigeration Service Supervisor	Ashley Rodal	(804) 615-4823	Ashley.Rodal@ColonialWebb.com
HVAC Service Coordinator	Kelly Mullican	(804) 916-1311	Kelly.Mullican@ColonialWebb.com

Our relationship with you is important to us and we appreciate feedback about our performance. On a scale of 1-10, with 1 being the lowest, and 10 the best, please take a moment to rate your service: _____

Thank you for choosing ColonialWebb as your quality service provider. We appreciate your business and look forward to a long lasting partnership.

Sincerely,



CUSTOMER ACCEPTANCE

Signature: _____
Title: _____
Date: _____
PO #: _____

Brandon Berry
 Certified Energy Manager – Life Cycle Solutions

EXHIBIT "A"

VCU Refrigeration Contracts – Multiple Locations

August 15, 2019 – August 14, 2020 Contract Term

Contract	Current Amount	1.9% CPI increase	2019-2020 Term
Monroe Student Housing	\$ 2,525.32	\$ 47.98	\$ 2,573.30
Student Commons	\$ 6,070.72	\$115.34	\$ 6,186.06
Jonas/Larrick Dining Center	\$ 1,554.98	\$ 29.54	\$ 1,584.52
Laurel Grace Dining	\$ 1,656.48	\$ 31.47	\$ 1,687.95
Shafer Dining	\$ 4,319.84	\$ 82.08	\$ 4,401.92
Snead Hall	\$ 1,294.13	\$ 24.59	\$ 1,318.72
Gateway Building	\$ 1,737.68	\$ 33.02	\$ 1,770.70
Au Bon Pain	\$ 900.00	\$ 17.10	\$ 917.10
TOTAL	\$20,059.15	\$381.12	\$20,440.27

EXHIBIT "B"

VCU Dining - Update Labor Rates (Effective 8/15/2019)

Description	Regular Rate	Over-time Rate
Supervisor, Master Service Technician Chiller, Ammonia, Large Refrigeration, TAB, Millwright, BAS	\$103.64	\$155.47
Commercial, Engineered Technician	\$103.64	\$155.47
Apprentice / Helper	\$53.43	\$80.14

- * Regular time rates apply Monday through Friday, 7:00 AM to 5:00 PM.
- * All other hours are at overtime rates.
- * Does not include truck charge.
- * Does not include equipment rental



VCU

Procurement Services

June 20, 2018

Brandon Berry
2820 Ackley Avenue
Richmond, VA 23228

RE: Contract #: 7507188CP
Renewal No.: One of Four available

Mr. Berry,

Your firm's contract with Virginia Commonwealth University (VCU) for **Refrigeration Preventative Maintenance and Repair Services** expires on **8/14/2018**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 7507188CP.

Services shall be provided for renewal period: 8/15/2018 through 8/14/2019.

Your signature constitutes your firm's acceptance of this renewal, to include the optional-use language requirement provision below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities on a purchase order issued against this contract do not represent a purchase commitment by VCU.

Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at tlhall2@vcu.edu. If you have any questions, please contact me at (804) 828-3409.

Sincerely,
Teresa L. Hall, VCA, VCO
Senior Buyer

Procurement Services
912 W. Grace Street, 5th Floor
Richmond, VA 23284

804 828-1077
Fax: 804 828-7837
www.vcu.edu/procurement

Contract #: 7507188CP Refrigeration Preventative Maintenance and Repair
Services

RESPONSE:

ColonialWebb Contractors

Name of Firm

Signature

John Mosteller

Name Printed

Business Development Manager

Title

June 22, 2018

Date

June 22, 2018

Virginia Commonwealth University
 Procurement Services
 Attention: Teresa L. Hall
 912 W Grace Street, 5th Floor
 Richmond, Virginia 23284

RE: Planned Service Renewal Notice – Refrigeration Preventative Maintenance and Repair Services

Dear Mrs. Hall,

We have enjoyed our partnership over the years. Our vision is to build a great contracting company and we realize the key in doing so is through your success. Our focus as we continue to strengthen our partnership is to provide communication and customer service, second to none.

The effective dates of your Maintenance Agreement Renewal are **August 15, 2018** through **August 14, 2019**. **We propose a 1.5% CPI increase for this term. Please see Exhibit “A” attached for pricing.** If a new purchase order is required for this renewal term, we should receive it by **August 1, 2018** so that your renewal can be processed in a timely manner and we can begin inspections.

We are very interested in establishing effective lines of communications for you, which will allow us to properly handle your service needs. Below is your Customer Service Support Team:

Title	Name	Phone Number	E-mail Address
Account Manager	Brandon Berry	(804) 916-1380	Brandon.Berry@ColonialWebb.com
Service Manager	Dennis Steele	(804) 916-1412	Dennis.Steele@ColonialWebb.com
Sales Administrator	Vickie Johnson	(804) 916-1345	Vickie.Johnson@ColonialWebb.com
Service Coordinator	Jessica Bordeaux	(804) 916-1314	Jessica.Bordeaux@ColonialWebb.com

Our relationship with you is important to us and we appreciate feedback about our performance. On a scale of 1-10, with 1 being the lowest, and 10 the best, please take a moment to rate your service: _____

Thank you for choosing ColonialWebb as your quality service provider. We appreciate your business and look forward to a long lasting partnership.

Sincerely,



CUSTOMER ACCEPTANCE

Signature: _____
 Title: _____
 Date: _____
 PO #: _____

Brandon Berry
 Certified Energy Manager – Life Cycle Solutions

EXHIBIT "A"

VCU Refrigeration Contracts – Multiple Locations

August 15, 2018 – August 14, 2019 Contract Term

Contract	Current Amount	1.5% CPI increase	2018-2019 Term
Monroe Student Housing	\$ 2,488.00	\$ 37.32	\$ 2,525.32
Student Commons	\$ 5,981.00	\$ 89.72	\$ 6,070.72
Jonas/Larrick Dining Center	\$ 1,532.00	\$ 22.98	\$ 1,554.98
Laurel Grace Dining	\$ 1,632.00	\$ 24.48	\$ 1,656.48
Shafer Dining	\$ 4,256.00	\$ 63.84	\$ 4,319.84
Snead Hall	\$ 1,275.00	\$ 19.13	\$ 1,294.13
Gateway Building	\$ 1,712.00	\$ 25.68	\$ 1,737.68
TOTAL	\$18,876.00	\$283.15	\$19,159.15



VCU

Procurement Services

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: 7507188CP

This contract entered into on August 8, 2017 by Colonial Webb Contractors Company, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

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

PERIOD OF THE PERFORMANCE: From August 15, 2017 through August 14, 2018 with four (4) successive one (1) year renewal options, to be exercised upon written agreement of both parties.

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

Any conflict or inconsistency between the provisions of this document and any other documents that are attached hereto as part of this Agreement shall be resolved by giving precedence in the following order and shall consist of:

- (1) This signed form;
- (2) The Negotiated Modification dated July 18, 2017.
- (3) The Request for Proposal # 7507188CP dated June 2, 2017 including Addendum #1 dated June 22 2017
- (4) The Contractor's Proposal dated June 29, 2017; and

All of which documents are incorporated herein by reference.

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

CONTRACTOR:

Colonial Webb Contractors Company

By: _____

Date: 8-9-17

Name Printed: John F. Mesteller

Title: Sales & Retention Manager

PURCHASING AGENCY:

Virginia Commonwealth University

By: Brenda Mowen

Name Printed: Brenda Mowen
Director of Procurement Services

Date: 8/9/17

Title: _____

**VIRGINIA COMMONWEALTH UNIVERSITY
NEGOTIATION MODIFICATION SUMMARY**

RFP #7507188CP - Refrigeration PM & Repairs

DATE: July 18, 2017

ALL formal procurements involving negotiation will be summarized into a single document. This document shall specify the final outcome when negotiations have concluded and final agreements have been made.

SUMMARY OF NEGOTIATIONS:

Offeror: Colonial Webb Contractors Company

- **1. The annual service fee of \$18,876 and labor rates of \$128/HR Supervisor; \$128/HR Journeyman and \$36/HR Assistant, as described in your price schedule Attachment A of RFP #7507188, dated 6/29/17 is your Best and Final Offer. (BAFO).**
- **2. There were no objections to the Terms and Conditions of the Contract.**

Request for Proposals

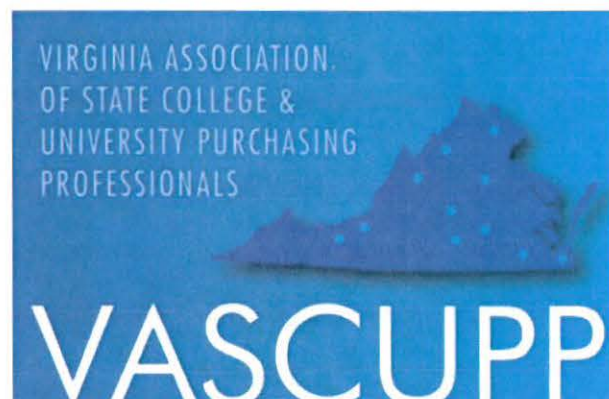
RFP #: 7507188CP

RFP Title #: Refrigeration Preventative Maintenance
And Repairs

Issuing Agency: Virginia Commonwealth University

Issue Date: June 2, 2017

Closing Date: June 30, 2017 @ 2:00 P.M.



A VASCUPP Member Institution

Request for Proposals RFP #7507188CP

Issue Date: June 2, 2017

Title: REFRIGERATION PREVENTATIVE MAINTENANCE AND REPAIRS

Send all Proposals To: Virginia Commonwealth University
RFP #7507188CP
Attention: Cheryl A. Price
912 W Grace St, 5th floor
Richmond, Virginia 23284-0327

Proposals Shall Be Received Until: Friday, June 30, 2017 @ 2:00 PM

**Direct ALL inquiries concerning this RFP to: Cheryl Price, Senior Buyer, Construction, A/E and Facilities
caprice@vcu.edu**

Questions concerning this RFP must be received via email no later than: Thursday, June 15, 2017 @ 2:00PM

This Request for Proposals & any Addenda are posted on the eVa website at: <http://www.eva.virginia.gov>

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE: VIRGINIA COMMONWEALTH UNIVERSITY, RFP #7507188CP, ATTENTION: Cheryl Price, 912 W. GRACE ST., 5TH FLOOR, RICHMOND, VA 23284-0327. IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, RFP#7507188CP, ATTN: Cheryl Price, 912 W. Grace St., 5th Floor, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

Signature below constitutes acknowledgement of all information contained through links referenced herein.

NAME AND ADDRESS OF COMPANY:

ColonialWebb Contractors Company
2820 Ackley Avenue
Richmond, Virginia Zip Code 23228

Date: June 29, 2017

By (Signature In Ink):



Name Typed: Raymond Battani

E-Mail Address: Dan.Baldecchi@Colonialwebb.com Title: Vice President of Operations

Telephone: (804) 916-1400

Fax Number: (804) 262-6298

Toll free. if available

Toll free. if available

DUNS NO.: 058904319

FEI/FIN NO.: 05-0905215

REGISTERED WITH eVA: () YES () NO

SMALL BUSINESS: () YES () NO

VIRGINIA DSBSD CERTIFIED: () YES () NO

MINORITY-OWNED: () YES () NO

DSBSD CERTIFICATION #:

WOMEN-OWNED: () YES () NO

A Mandatory Pre-Proposal conference will be held. See Section V herein.

THIS SOLICITATION CONTAINS 23 PAGES.

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I. PURPOSE:

The intent and purpose of this Request for Proposal (RFP #7507188CP) is to seek proposals for Refrigeration Preventative Maintenance and Repair services at VCU dining locations.

The initial contract term shall be one (1) year, with the option of up to four (4) one (1) year renewals, to be executed upon mutual signed agreement of both parties.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

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

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

Additional information on cooperative procurement is available at:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Cooperative_Procurement.pdf

II. GOVERNING RULES:

This solicitation is issued in accordance with the provisions of:

- A. Purchasing Manual for Institutions of Higher Education and their Vendors (<https://vascupp.org/hem.pdf>)
- B. Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (<https://vascupp.org/rules.pdf>)

III. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

IV. THE UNIVERSITY:

Information is available at:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_The_University.pdf

V. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT:

A mandatory pre-proposal conference and site visit will be held at **10:00 AM on Friday, June 16, 2017** at the:

**VCU Business Services Department
West Broad Street Deck
1111 W. Broad Street, Suite A
Conference Room 104**

For directions and paid parking information visit:

**<http://www.parking.vcu.edu/parking/visitors/parking-locations/>
Attendees should park at the West Broad Street Deck, 1111 W. Broad Street, Richmond, VA
23284**

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to caprice@vcu.edu prior to the conference.

Attendance at this conference is mandatory. Offerors who intend to submit a proposal are required to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

A mandatory site visit of all buildings to be covered by the contract will be held following the mandatory conference in order for Offerors to evaluate the "as-is" conditions of the refrigeration equipment in the buildings identified in **ATTACHMENT A, PRICING SCHEDULE**. Offerors shall provide at least one (1) attendee employed by their firm to complete the site visit.

Offerors who do not attend the mandatory pre-proposal conference and site visit will not be eligible to submit a proposal.

VI. STATEMENT OF NEEDS:

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Proposal response must be written in the same order as outlined in ATTACHMENT A. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Failure to submit all information requested may result in the elimination of the Proposal from consideration. Proposals that are substantially incomplete or lack key information may be rejected by VCU. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

- A. Contractor is to provide full service preventative maintenance (PM) services and repairs to seven (7) VCU Dining Services locations for refrigeration equipment and the equipment that supports the refrigeration systems as specified in **Attachment A**. The PM services shall include periodic

inspections of these systems to assure efficiency of operations. Service performance is to include operating/safety inspections, condenser coil cleaning, belt replacement, worn components replacement and filter changes. The contractor shall follow the manufacturers recommended schedule for preventative maintenance for refrigeration equipment and the equipment that supports the refrigeration systems as specified in **Attachment A**. Contractor must provide professional licensed technicians for all service tasks and provide reports/recommendations for maintaining system in top performance. Contractor must to be qualified to perform repairs services on equipment identified within this RFP document. Services shall be provided at the locations listed below. Any additions/deletions to service locations/equipment shall be addressed using the change order process as described in **Section XII: General Terms and Conditions, Item N**.

VCU Dining Services Locations – Monroe Park Campus

Cary & Belvidere Residential College – Market Café and Chili’s, 301 W. Cary Street

Laurel & Grace Place – Croutons, IHop, Raising Canes, 805 West Grace Street

Shafer Court Dining Center, 810 Cathedral Place

Snead Hall – Bleecker Street, 301 West Main Street

University Student Commons–Subway/Pizza Hut, Chick-fil-A, Freshii, Taco Bell, 907 Floyd Ave

VCU Dining Services Locations – MCV Campus

Gateway Building – Einsteins Bros. Bagels, Wendy’s, 1200 East Marshall Street

Larrick Student Center – Jonah’s, 900 Turpin Street

VII.SPECIFIC REQUIREMENTS:

1. Outdoor coil cleaning on condensers/evaporators shall be performed annually.
2. Air filters must be replaced quarterly. (Contractor to include cost of filters in proposal).
3. Contractor shall provide a quarterly schedule of services to be performed for each location. For each service visit/location, the technician shall provide a detailed report of services performed. The report is to be emailed or faxed to dining services management within five (5) days of the service visit. The report must include: date and time, description of work activity performed, technician’s name/signature, equipment building location with equipment make, model and serial number and any special conditions noted.
4. Interior evaporator coil cleaning shall be performed as needed. This service shall be billed separately from the preventative maintenance schedule. This will be billed via hourly rate and the service performed during normal business hours.
5. Contractor shall be able to provide 24 hour emergency services.
6. Contractor shall have available qualified technicians to identify equipment electrical and plumbing deficiencies or malfunctioning to recommend repair services.
7. Technicians must have a minimum of 5 years’ experience and training with all major manufacturers of the university’s installed equipment.

VIII.PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. Instructions are as follows:

1. In order to be considered for award, proposal submissions must contain, at minimum, the following:

- a. Company Qualifications and Experience
 - b. Responses to all requirements listed in the Statement of Needs above
 - c. A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.
 - d. Pricing Schedule as required in Section IX
 - e. SWaM documentation as required in Section X
2. Complete and return page 2 of the RFP. Proposals shall be signed by an authorized representative of the Offeror. By submitting a Proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.
 3. Complete and return signed addenda acknowledgments (if applicable).
 4. Submit 4 (4) original hard copy (paper) document of the entire Proposal, including all attachments and all proprietary information (see #7 below). Submit one (1) unsecured, electronic copy (on a disc or flash drive) of the entire Proposal including all attachments and **EXCLUDING ANY PROPRIETARY INFORMATION**. This disc or flash drive must be clearly marked on the outside that it **excludes** proprietary information.
 5. Submit an unsecured electronic copy (on a disc or flash drive) of the entire Proposal, including all attachments and proprietary information.
 6. All information requested must be submitted. Failure to submit all information requested may result in the University 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 University, at the University's sole discretion.
 7. If applicable, the outside of the Proposal must be marked to clearly denote proprietary information is contained in the documents. **Written notice of proprietary information must be submitted as the first page of the Offeror's Proposal.** Notice must specifically identify the applicable portions of the Offeror's Proposal that contain data or materials to be protected and shall state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's Proposal, by some distinct method, such as highlighting, underlining, etc. **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 and return of the Proposal, at the University's sole discretion.**
 8. Invoicing and Payment: Firm must complete Appendix II which is available at: http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_2.pdf
 9. Communications regarding this Request for Proposals (RFP) shall be formal from the date of the issuance for this RFP, until either a Contractor has been selected or the University Procurement Services Department rejects all proposals. Formal communications shall be directed to the University Procurement Department only. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than Procurement Services Department representative may result in the offending Offeror's Proposal being rejected.

10. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. Oral presentations are an option and may or may not be required. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU, on the Offerors presentation team. VCU reserves the right to rescore proposals following oral presentations.
11. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda 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 the Virginia Commonwealth University Purchasing Department unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by the Purchasing Department.
12. **Exceptions:** Firm must note any exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.
13. Additional information is available at:
<http://go.vcu.edu/procurement-purchasing>

IX. PRICING SCHEDULE:

Offerors shall submit pricing in accordance with “**ATTACHMENT A -“PRICING SCHEDULE.”**”

X. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

Offerors must submit complete Appendix I (see section XV: Attachments) unless offeror is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix 1- Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority.** The Offeror’s response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Procurement Services Office
Attn: SWaM Coordinator
912 W. Grace Street
Richmond, VA 23284
Email: swamreporting@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

XI. EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below. Negotiations shall be conducted with Offerors so selected. After negotiations have been conducted with each Offeror so selected, the VCU shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The University 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 reason why a particular Proposal was not deemed to be the most advantageous (Governing Rules Section 49.D). Should the University 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 will be a Contract incorporating by reference all the requirements, terms and conditions of the RFP, and the Offeror's response thereto. VCU reserves the right to award to multiple offerors, should such an award benefit the University.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

EVALUATION CRITERIA

- | | |
|----------------------------------|-----|
| 1. Qualifications and Experience | 25% |
| 2. Methodology/Approach | 30% |
| 3. Pricing Schedule | 30% |
| 4. SWaM Status/Utilization* | 15% |

**Offeror's status as a Virginia certified SWaM Business or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract.*

XII. GENERAL TERMS AND CONDITIONS:

- A. PURCHASING MANUAL: This RFP is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is

available for review at the VCU Procurement Services Office. In addition, the manual may be accessed electronically at <http://procurement.vcu.edu/> or a copy can be obtained by calling VCU Procurement Services at (804) 828-1077.

- B. **APPLICABLE LAW AND COURTS:** This RFP 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 all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their Proposals, Offerors certify to the Commonwealth and to VCU 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*).

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) Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related 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 submitting their Proposals, Offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their Proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 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 the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a Proposal on the official VCU 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. 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 VCU 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 thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (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 institution 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, VCU 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 VCU of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a) Contractor awarded a contract under this RFP is hereby obligated:
 - i. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from VCU for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
 - ii. To notify VCU 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 VCU, 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 VCU.

J. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions 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.

K. QUALIFICATIONS OF OFFERORS: VCU 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 VCU all such information and data for this purpose as may be requested. VCU reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. VCU further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VCU 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.

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

M. ASSIGNMENT OF CONTRACT: A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the VCU Director of Procurement Services.

N. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:

- 1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

2. The VCU Procurement Services Department may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give VCU 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 VCU'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 VCU with all vouchers and records of expenses incurred and savings realized. VCU 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 VCU within thirty (30) days from the date of receipt of the written order from VCU. 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's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or 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 VCU Procurement Service Office or with the performance of the Contract generally.
- O. DEFAULT: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU 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 VCU may have in law or equity.
- P. USE OF BRAND NAMES: Unless otherwise provided in this RFP, 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 equal 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 VCU 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. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the RFP.
- Q. 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. Further, Offeror shall bear the risk of loss until the goods and equipment until VCU accepts Delivery of them.

- R. **INSURANCE:** By signing and submitting a Proposal under this RFP, the Offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction contracts, if any Subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any Subcontractors will maintain these insurance coverages 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. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify VCU 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. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. VCU must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this RFP, VCU will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of ten (10) days.
- T. **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 violation 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 and/ 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.

- U. **NONDISCRIMINATION OF CONTRACTORS:** A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color,

sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. 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.

- V. 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 VCU. The eVA portal is the gateway for vendors to conduct business with VCU Institution and other public bodies. All Vendors desiring to provide goods and/or services to VCU shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor Transaction Fees are determined by the date the original purchase order is issued and are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. For orders issued 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 thirty (30) days after the corresponding purchase order is issued and payable thirty (30) days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

XIII.SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will 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.
- B. 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.
- C. 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.

- D. **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.
- E. **AWARD OF CONTRACT:**
1. **AWARD:** The Commonwealth shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternate concepts. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at fair and reasonable price. 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 and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

- F. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- G. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- H. **PROPOSAL PRICES:** Proposal prices shall be in the form of a firm unit price for each item during the contract period.
- I. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (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.
- J. **CONTRACTOR 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: ColonialWebb Contractors Company
Subcontractor Name: _____
License# 2701011841 Type: Class A Contractor

- K. **EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- L. **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.
- M. **IDENTIFICATION OF PROPOSAL:** The proposal package should be identified as follows:

From: <u>Virginia Commonwealth University</u>	<u>June 30, 2017</u>	<u>2:00 p.m.</u>
Name of Offeror	Due Date	Time
<u>912 W. Grace Street 5th Floor</u>	<u>7507188CP</u>	
Street or Box Number	RFP No.	
<u>Richmond, Virginia 23284</u>	<u>Refrigeration Preventative Maintenance and Repairs</u>	
City, State, Zip Code +4	RFP Title	

The package should be addressed as directed on Page 2 of the solicitation.

If a proposal is not clearly identified, the Offeror takes the risk that the proposal may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

- N. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- O. **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.
- P. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

- Q. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the forgoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- R. 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.
- S. PREVENTIVE MAINTENANCE: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- T. 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.
- U. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- V. REFERENCES: Offerors shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. Ellwood Thompson	- Richmond, VA	- Bart Yablonsky	- 240-428-1386
2. Ukrop's	- Richmond, VA	- Eddie Kestle	- 804-399-7662
3. Virginia Beach Schools	- Virginia Beach, VA	John Hasher	- 757-263-2500

- W. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for one (1) one year, with four (4) optional successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1) year period, the contract price(s) for the additional year one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- X. 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.
- Y. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies 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 supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.

- Z. 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.
- AA. 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 the 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.
- BB. ELECTRONIC DATA INTERCHANGE: University Purchasing has a great interest in utilizing Electronic Data Interchange (EDI) to improve efficiency of operation in the transmission of purchasing related information. Vendors are encouraged to provide a statement indicating their current EDI capabilities and/or future plans to establish/improve their EDI capabilities.
- CC. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- DD. ADDITIONAL USERS OF CONTRACT: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University and Radford University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

- EE. COMMUNICATIONS: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department.

Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.

FF. ELECTRONIC COPIES OF PROPOSALS:

The successful Contractor may be required to provide the VCU Department of Procurement Services with a copy of the Contractor's entire original proposal (to include all attachments), and all subsequent correspondence (i.e. responses to requests for clarification and documents generated through the negotiation process) in an unsecured electronic format (i.e. email, disc - CD or DVD or flash drive). **The Contractor SHALL NOT INCLUDE ANY PREVIOUSLY IDENTIFIED PROPRIETARY INFORMATION IN THE ELECTRONIC FORMAT; VCU will post the Contractor's original proposal, and all subsequent correspondence on the VCU Department of Procurement Services Website, VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the unsecured electronic format).**

GG. CONTRACT SUMMARY:

The Contractor must provide to the University within fourteen (14) days after award of contract, an unsecured electronic summary of the contract. All the main features of the contract, including pricing, must be summarized. The contract summary will provide information for authorized users that choose to access the contract.

HH. GRAMM-LEACH-BLILEY ACT:

The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

II. CRIMINAL BACKGROUND CHECK:

The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations. <http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf> The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.

JJ. Identification Cards:

All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/myid.html>. Contractor's employees must wear their VCU identification when they are on VCU property.

KK. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services
Virginia Commonwealth University
912 West Grace, 5th Floor
Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted

Higher Education Financial and Administrative Operations Act,, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

XIV. CONTRACT ADMINISTRATION:

Upon award of the contract VCU shall designate, in writing, the name(s) of the Contract Administrator(s) who shall work with the contractor in formulating mutually acceptable plans and standards for the delivery, installation and on-going service and/or maintenance that may be required.

- A. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work.
- B. All direction and orders from VCU shall be transmitted through the Contract Administrator, or his designee. However the Contract Administrator shall have no authority to order changes in the work which alter the concept or scope of the work or change the basis for compensation to the contractor.

XV. APPENDICES:

Appendix I: SwaM Form – Participation in State Procurement Transactions by Small Businesses and Businesses Owned by Women and Minorities:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_1.pdf

Appendix II: Invoicing and Payment:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_2.pdf

Appendix III: Exceptions – see page 23.

XVI. ATTACHMENT(S):

ATTACHMENT A – PRICING SCHEDULE

ATTACHMENT A - REFRIGERATION EQUIPMENT PREVENTATIVE MAINTENANCE/REPAIRS

PART A = 75%

CARY & BELV	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL
CARY & BELV (Market Café Dock)	HEATCRAFT	ODCU 3	MOH015X63C	T08F01400
CARY & BELV (Market Café Dock)	HEATCRAFT	ODCU 1	MOH040X63C	T08F01494
CARY & BELV (Market Café)	HEATCRAFT	EVAP 3E	ADT130AK	008E03117
CARY & BELV (Market Café)	HEATCRAFT	EVAP 3EE	ADT130AK	008E03116
CARY & BELV (Market Café)	HEATCRAFT	EVAP 1EE	LET120BK	008B07442
CARY & BELV (Market Café)	HEATCRAFT	EVAP 1EE	LET120BK	008B67445
CARY & BELV (Chili's)	DURACOOOL	EVAP 4	AM15G1PR2	H002696
CARY & BELV (Chili's)	DURACOOOL	EVAP 4E	PR195MOP2	901917
CARY & BELV (Chili's)	DURACOOOL	ODCU	AM15G-1-PR-2	H002096
CARY & BELV (Chili's)	DURACOOOL	ODCU	PR202MOP	NA
CARY & BELV (Chili's Beer Cooler)	DURACOOOL	EVAP	AM-090-1-1RC	H002696
CARY & BELV (Chili's Beer Cooler)	DURACOOOL	ODCU	PROSNOP	NA

PREVENTATIVE MAINTENANCE @ CARY & BELV	FIXED FEE PER QUARTER	ANNUAL FEE		
	\$	#VALUE!		

LAUREL & GRACE	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL
LAUREL & GRACE (Ihop)	HEATCRAFT	ODCU	MOH014L63CF	T11C00718
LAUREL & GRACE (Ihop)	HEATCRAFT	ODCU	MOH014L63CF	T11C01216
LAUREL & GRACE (Croutons)	HEATCRAFT	ODCU	MOH025L63CF	T11G02244
LAUREL & GRACE (Croutons)	HEATCRAFT	ODCU	MOH025L63CF	T11G10042
LAUREL & GRACE (Raising Canes)	HEATCRAFT	ODCU	MOH025L63CF	T11G08649
LAUREL & GRACE (Raising Canes)	HEATCRAFT	ODCU	MOH025L63CF	T11C00721
LAUREL & GRACE (Common WI)	HEATCRAFT	EVAP	LET090BEWMC6K	T11E07180
LAUREL & GRACE (Common WI)	HEATCRAFT	EVAP 1A	ADT090AEWMC6K	T11F13350
LAUREL & GRACE (Ihop)	HEATCRAFT	EVAP	ADT090AEWMC6K	T11F13356

LAUREL & GRACE (Ihop)	HEATCRAFT	EVAP 1A	LET065BEWMC6K	T11G06531
LAUREL & GRACE (Raising Canes)	HEATCRAFT	EVAP	ADT090AEWMC6K	T11F13349
LAUREL & GRACE (Raising Canes)	HEATCRAFT	EVAP 1A	LET047BEK	T11E09811

PREVENTATIVE MAINTENANCE @ LAURAL & GRACE	FIXED FEE PER QUARTER	ANNUAL FEE
	\$	#VALUE!

SHAHER CT DINING CENTER	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL
SHAHER CT DINING CENTER	COLDZONE	ODCU	GTHN-5	C04239855
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	F032139880702
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	F032139880701
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	F032139880704
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	F032139881104
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	F032139881105
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	F032139881106
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	F032139881101
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	F032139881130
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	C042398951002
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	C042398951302
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	C042398951001
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	C042398950403
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	C042398951301
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	C042398951305
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	C042398951307
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	C042398951312
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	C042398950901
SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	C042398950902

PREVENTATIVE MAINTENANCE @ SHAHER CT DINING CENTER	FIXED FEE PER QUARTER	ANNUAL FEE
	\$	#VALUE!

SNEAD	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL
SNEAD (freezer)	HEATCRAFT	EVAP -FREEZER	LET065BMC6K	D07H02152
SNEAD (cooler)	HEATCRAFT	EVAP - COOLER	ADT0S2AMC2K	D07H01792
SNEAD (freezer)	HEATCRAFT	ODCU - FREEZER	LET065BMC6K	D07H02153
SNEAD (cooler)	HEATCRAFT	ODCU - COOLER	ADT0S2AMC2K	D07H01782
PREVENTATIVE MAINTENANCE @ SNEAD	FIXED FEE PER QUARTER	ANNUAL FEE		
	\$	#VALUE!		
UNIV. COMMONS	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL
UNIV. COMMONS (roof)	COLDZONE	ODCU	WF213988	?
UNIV. COMMONS	COLDZONE	EVAP 3	AA2687BM	F03213098811S
UNIV. COMMONS	COLDZONE	EVAP 5	AE26-60B	F032139880301
UNIV. COMMONS	COLDZONE	EVAP 3 A	AA26-87BM	F03213999
UNIV. COMMONS	COLDZONE	EVAP 2	AE26-92B	F032139880702
UNIV. COMMONS	COLDZONE	EVAP 2 A	AE26-92B	F032137880701
UNIV. COMMONS	COLDZONE	EVAP 1	AA26-87B	F032139881101
UNIV. COMMONS	COLDZONE	EVAP 1A	AA26-87B	F032139881104
UNIV. COMMONS (Subway)	CHANDLER	EVAP 4	na	na
UNIV. COMMONS (roof)	TRANE	MUA	AHAAZ00F	F03001992
UNIV. COMMONS (roof)	TRANE	MUA	AHAAZ00F	F03001995
UNIV. COMMONS (roof)	TRANE	MUA	AHAAZ00F	F03001994
UNIV. COMMONS (roof)	TRANE	MUA	AHAAZ00F	F03001996
UNIV. COMMONS (roof)	TRANE	MUA	AHAAZ00F	F03001997
PREVENTATIVE MAINTENANCE @ UNIV. COMMONS	FIXED FEE PER QUARTER	ANNUAL FEE		
	\$	#VALUE!		
GATEWAY BLDG	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL

GATEWAY BLDG (Cooler walkin)	KOLPAK	EVAPS	PC69MOP	410030146
GATEWAY BLDG (on top of box)	KOLPAK	ODCU	PC69MOP	410030146
GATEWAY BLDG (freezer walkin)	KOLPAK	EVAPS	PC199LOP	410030186
GATEWAY BLDG (on top of box)	KOLPAK	ODCU	PC199LOP	410030186
GATEWAY BLDG (cooler walkin)	KOLPAK	EVAPS	PC99MOP	410029830
GATEWAY BLDG	KOLPAK	ODCU	PC99MOP	410029830
GATEWAY BLDG	KOLPAK	EVAPS	PC249LOP	410029826
GATEWAY BLDG	KOLPAK	ODCU	PC24920P	410029826

PREVENTATIVE MAINTENANCE @ GATEWAY BLDG	FIXED FEE PER QUARTER	ANNUAL FEE
	\$	#VALUE!

JONAS/LARRICK	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL
JONAS/LARRICK (roof)	HEATCRAFT	WI COOLER ODCU	ZM02035M63C	T09E02176
JONAS/LARRICK (roof)	HEATCRAFT	WI FREEZER ODCU	MO2060C63CF	T09CL7110
JONAS/LARRICK (roof)	COPELAND	COOLER ODCU	VJAF-022Z-CFV-020	N/A
JONAS/LARRICK (inside)	KENDALL	EVAP	SWINDR1080	21208
JONAS/LARRICK (inside)	HEATCRAFT	EVAP - (6) FAN	LET240BEWPN06TKK	T09D12421
JONAS/LARRICK (inside)	HEATCRAFT	EVAP - (3) FAN	ADT156AKK	T09C02830
JONAS/LARRICK (inside)	HEATCRAFT	EVAP - (3) FAN	ADT156AEK	T09C02827

PREVENTATIVE MAINTENANCE @ JONAS/LARRICK	FIXED FEE PER QUARTER	ANNUAL FEE
	\$	#VALUE!

OUTDOOR COIL CLEANING ALL LOCATIONS (PERFORMED ANNUALLY)		ANNUAL FEE
		\$

TOTAL ALL LOCATIONS AND OUTDOOR COOLING UNIT		TOTAL ANNUAL FEE
		#VALUE!

PART B = 25%

REPAIR RATES		
Pricing Schedule: Fully Burdened Labor Rates to include wages, overhead, administrative costs, travel, and all other costs including profit) :	Regular (7:30am to 4:30PM) Hourly Rate	Overtime (after 4:30PM)/Weekends/Holiday Hourly Rates
SUPERVISOR	\$	\$
JOURNEYMAN	\$	\$
ASSISTANT	\$	\$
List Other Services Offered	Regular Time	Overtime
Any offeror who enters \$0 on a pricing blank or leaves it blank shall be considered nonresponsive.		

Price = 30 possible points
 Part A = 75%
 Part B = 25%



RFP 7507188CP- Addendum #1

ADDENDUM NO.1 TO ALL OFFERORS:

Date: June 22, 2017
Reference - Request for Proposals: RFP# 7505188CP
Title: Refrigeration Preventative Maintenance and Repairs
Issue Date: June 2, 2017 2016
Proposal Due: June 30, 2017 at 2:00 PM, EST

The Addenda includes the following information in response to an e-mail inquiry:

Question #1: Who is currently doing the work at VCU?

Answer #1: Colonial Webb

Question #2: What is the annual spend?

Answer #2: Based upon data pulled from the Accounts Payable payment center the spend thus far is ~\$85K

The revised Attachment A (equipment serial number update) was e-mailed on June 19th.

The Conference Register is attached to this Addendum.


NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

Cheryl Price

Cheryl Price, Senior Buyer
Procurement Services

I hereby acknowledge receipt of Addendum #1 for RFP# 7505188CP - Refrigeration Preventative Maintenance and Repairs

ColonialWebb Contractors Company
Name of Firm

Signature/Title
June 29, 2017
Date

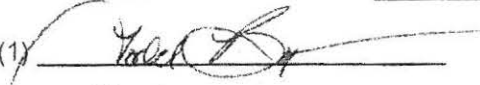
RFP - Conference Register

RFP NUMBER: <u>7507188</u>	TITLE: <u>Refrigeration PM & Repairs</u>
RFP DUE DATE AND TIME: <u>June 30, 2017 @ 2:00PM EST</u>	
DATE-TIME PRE-PROPOSAL CONFERENCE/SITE VISIT: (MANDATORY) <u>6/16/2017 @ 10:00 am</u>	
OFFICIATED BY: <u>Cheryl Price</u>	REGISTRAR: <u>Cheryl Price</u>

NAME OF FIRM'S REPRESENTATIVE	NAME, ADDRESS, TELEPHONE & FAX NO. OF FIRM
-------------------------------	--


PLEASE PRINT

CONFERENCE REGISTER for RFP #7507188CP Refrigeration PM & Repairs

(1) 
Signature

Name Printed: Todd Byrum
Name of Firm: TKB Mechanical LLC
Address: 110 Va Ham Dr Suffolk VA 23434
City & State:

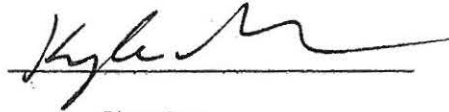
Phone No.: 757-727-3866
Fax No.: 757-282-2529
E-mail Address: Tbyrum@tkbmechanical.com
 Minority-owned Women-owned

(2) 
Signature

Name Printed: Dan Baldecchi
Name of Firm: Colonial Webb
Address: 2820 Ashley Ave
City & State: Rich, VA 23225

Phone No.: 916-1900
Fax No.: 200-5534
E-mail Address: dan.baldecchi@colonialwebb.com
 Minority-owned Women-owned

CONFERENCE REGISTER for RFP #7507188CP Refrigeration PM & Repairs


Signature

Name Printed: Kyle Grochenow
Name of Firm: ACI
Address: 1401 Battery Brooke Pkwy
City & State: Richmond, VA 23237

Phone No.: 804-350-5027
Fax No.: 804-222-6638
E-mail Address: Kyle.Grochenow@ACIBuilds.com
 Minority-owned Women-owned

(3) 
Signature

Name Printed: VCU
Name of Firm: _____
Address: _____
City & State: _____

Phone No.: _____
Fax No.: _____
E-mail Address: _____
 Minority-owned Women-owned

(4) 
Signature

Name Printed: VCU
Name of Firm: _____
Address: _____
City & State: _____



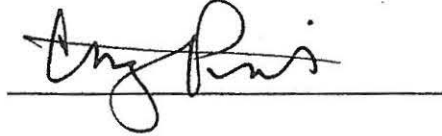
Phone No.: vcu
Fax No.: _____
E-mail Address: _____
 Minority-owned Women-owned

CONFERENCE REGISTER for RFP #7507188CP Refrigeration PM & Repairs

(5) _____

Signature

STEPHEN BARR



Name Printed: VCU

Name of Firm: _____

Address: _____

City & State: _____

Phone No.: _____

Fax No.: _____

E-mail Address: _____

____ Minority-owned

____ Women-owned

(6) _____

Signature



Name Printed: Cheryl Price

Name of Firm: VCU

Address: _____

City & State: _____

Phone No.: _____

Fax No.: _____

E-mail Address: _____

____ Minority-owned

____ Women-owned

(7) _____

Signature

Name Printed: _____

Name of Firm: _____

Address: _____

City & State: _____

Phone No.: _____

Fax No.: _____

E-mail Address: _____

____ Minority-owned

____ Women-owned



Commercial and
Industrial Services

Kyle Gochenour
Mechanical Services
Specialist

kyle.gochenour
@acibuilds.com

Direct: 804.523.8847
Cell: 804.350.5027
Service: 804.233.7676

1401 Battery Brooke Parkway
Richmond, VA 23237
acibuilds.com



TKB
MECHANICAL LLC

Heating, Air Conditioning & Refrigeration

Todd Byrum

Cell: 757-751-3996
110 VA Ham Dr
Suffolk, VA 23434

757-727-3866
Fax: 757-282-2529
tbyrum@tkbmechanical.com



COMFORT SYSTEMS USA.

COLONIALWEBB

Dan Baldecchi, CMP

Account Executive
2820 Ackley Avenue Richmond, VA 23228
(o) 804-916-1378 (c) 804-399-8689
Dan.Baldecchi@ColonialWebb.com

www.ColonialWebb.com

Energy Services | HVAC | Plumbing | Water Solutions
Refrigeration | Operations and Maintenance | BAS | Electrical

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is 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. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent 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 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
 - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
 - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
 - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
 - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN
BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

List the names of the SWaM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO), or Minority-Owned (MO).

<u>Name of Businesses:</u>	<u>SB, WO, MO:</u>	<u>Role in contract:</u>
Tidewater Air Filters	SB	Material Vendor
United Refrigeration of VA Inc	SB	Material Vendor

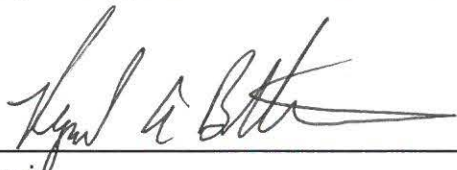
Commitment for utilization of DSBSD SWaM Businesses:

8 % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: Vickie Johnson
Email: Vickie.Johnson@ColonialWebb.com
Phone: 804-916-1345
Firm: ColonialWebb Contractors Company

Offeror understands and acknowledge that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:
By (Signature): 
Name Printed: Raymond Battani
Title: Vice President of Operations
Email: Ray.Battani@ColonialWebb.com

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <http://www.sbsd.virginia.gov/swamcert.html>) to fulfill the Offeror's commitment for utilization.

APPENDIX II INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm. By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

Contractor must indicate the method of payment selected:

Commercial Card Payment (Wells Fargo VISA)

Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature:



Name Printed:

Raymond Battani

Title:

Vice President of Operations

Name of Firm:

ColonialWebb Contractors Company

Date:

June 29, 2017

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual:

Karina Ratliffe

Title:

Uploading Specialist

Mailing address:

2820 Ackley Avenue

Richmond, Virginia 23228

Email address:

Karina.Ratliffe@ColonialWebb.com

Phone number:

804-916-1470

Fax number:

804-262-6298



VCU

VIRGINIA COMMONWEALTH UNIVERSITY

VIRGINIA COMMONWEALTH UNIVERSITY UNIVERSITY DINING - REFRIGERATION PREVENTATIVE MAINTENANCE SERVICES RFP# 7507188CP

Project Name:

Virginia Commonwealth University
VCU Dining Refrigeration – Preventative Maintenance Services

Submitted To:

Virginia Commonwealth University
RFP #7507188CP
Attention: Cheryl A. Price
912 W Grace St, 5th floor
Richmond, Virginia 23284-0327

Submitted By:

ColonialWebb
2820 Ackley Road
Richmond, Virginia 23228
Phone: 804-916-1400

Dunn & Bradstreet Subscriber #:

058904319

Dunn & Bradstreet Rating:

1 R 3

VA State Contractor's License No:

2701 011841 A

VA Unemployment Insurance No:

0001252356

VA Sales Tax ID No:

143-319349-7

Federal Tax Identification No:

54-0905215

Principal Contact for this Proposal:

Dan Baldecchi
2820 Ackley Road
Richmond, Virginia 23228
Phone: 804-916-1378
Dan.Baldecchi@ColonialWebb.com



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Attachment A – Completed	
Addendum 1 – Completed	
Appendix I – Completed	
Appendix II – Completed	
Appendix III	



VCU

VIRGINIA COMMONWEALTH UNIVERSITY

VIRGINIA COMMONWEALTH UNIVERSITY UNIVERSITY DINING - REFRIGERATION PREVENTATIVE MAINTENANCE SERVICES RFP# 7507188CP

Cheryl A. Price
Virginia Commonwealth University
912 W Grace Street, 5th floor
Richmond, Virginia 23284

Mrs. Price,

ColonialWebb sincerely appreciates the opportunity to submit a bid for Refrigeration Planned Maintenance Services for the VCU Dining Halls.

We hope this response will illustrate our unique ability to meet and exceed Virginia Commonwealth Universities objectives. Specifically, the elements that we feel distinguish us from our competition are:

- The largest mechanical service work force in central Virginia (approximately 70 Service Technicians and over 100 Special Projects Mechanics/Technicians).
- The ability to self-perform the following trades
 - Refrigeration Repairs and Maintenance
 - HVAC Repairs and Maintenance
 - Test and Balance (air side and water side)
 - Building Automation (service and installation)
 - Start-up and commissioning
 - Pre-fabrication
 - Water Treatment
 - Unit Replacements
 - Electrical
 - Plumbing
 - Welding and Pipe Fitting
 - Predictive Maintenance (thermography and vibration analysis)
- Facility Enhancement Services (FES)
 - Design Build capabilities focused on Energy Conservation Measures
 - LEED Accredited Professionals
 - Certified Energy Manager
- Investment in Technology
- Experiences and training with all major manufacturers
- Commitment to Process Improvement using “Six Sigma” methodology

Please note that we accept the cooperative procurement language, Page 4, Section I. Purpose.

Our intent is to be your best value service provider, and to create a long-term partnership. Again, we thank you for this opportunity to be a resource for you and the entire VCU team.

Sincerely,

Dan Baldecchi

Dan Baldecchi
Senior Account Executive





RFP SIGNATURE PAGE:

Request for Proposals RFP #7507188CP

Issue Date: June 2, 2017

Title: REFRIGERATION PREVENTATIVE MAINTENANCE AND REPAIRS

Send all Proposals To: Virginia Commonwealth University
RFP #7507188CP
Attention: Cheryl A. Price
912 W Grace St, 5th floor
Richmond, Virginia 23284-0327

Proposals Shall Be Received Until: Friday, June 30, 2017 @ 2:00 PM

Direct ALL inquiries concerning this RFP to: Cheryl Price, Senior Buyer, Construction, A/E and Facilities
cprice@vcu.edu

Questions concerning this RFP must be received via email no later than: Thursday, June 15, 2017 @ 2:00PM


This Request for Proposals & any Addenda are posted on the eVa website at: <http://www.eva.virginia.gov>

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE: VIRGINIA COMMONWEALTH UNIVERSITY, RFP #7507188CP, ATTENTION: Cheryl Price, 912 W. GRACE ST., 5TH FLOOR, RICHMOND, VA 23284-0327. IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, RFP#7507188CP, ATTN: Cheryl Price, 912 W. Grace St., 5th Floor, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

NAME AND ADDRESS OF COMPANY:

<u>ColonialWebb Contractors Company</u>	Date: <u>June 29, 2017</u>
<u>2820 Ackley Avenue</u>	By (Signature In Ink): 
<u>Richmond, Virginia</u> Zip Code <u>23228</u>	Name Typed: <u>Raymond Battani</u>
E-Mail Address: <u>Dan.Baldeccchi@Colonialwebb.com</u>	Title: <u>Vice President of Operations</u>
Telephone: <u>(804) 916-1400</u>	Fax Number: <u>(804) 262-6298</u>
Toll free, if available	Toll free, if available
DUNS NO.: <u>058904319</u>	FEI/FIN NO.: <u>05-0905215</u>
REGISTERED WITH eVA: <input checked="" type="checkbox"/> YES () NO	SMALL BUSINESS: () YES (X) NO
VIRGINIA DSBS CERTIFIED: () YES (X) NO	MINORITY-OWNED: () YES (X) NO
DSBS CERTIFICATION #:	WOMEN-OWNED: () YES (X) NO

A Mandatory Pre-Proposal conference will be held. See Section V herein.

THIS SOLICITATION CONTAINS 23 PAGES.

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STATEMENT OF NEEDS:

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Proposal response must be written in the same order as outlined in **Attachment A**. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Failure to submit all information requested may result in the elimination of the Proposal from consideration. Proposals that are substantially incomplete or lack key information may be rejected by VCU. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

A. Contractor is to provide full service preventative maintenance (PM) services and repairs to seven (7) VCU Dining Services locations for refrigeration equipment and the equipment that supports the refrigeration systems as specified in **Attachment A**. The PM services shall include periodic inspections of these systems to assure efficiency of operations. Service performance is to include operating/safety inspections, condenser coil cleaning, belt replacement, worn components replacement and filter changes. The contractor shall follow the manufacturers recommended schedule for preventative maintenance for refrigeration equipment and the equipment that supports the refrigeration systems as specified in **Attachment A**. Contractor must provide professional licensed technicians for all service tasks and provide reports/recommendations for maintaining system in top performance. Contractor must be qualified to perform repairs services on equipment identified within this RFP document. Services shall be provided at the locations listed below. Any additions/deletions to service locations/equipment shall be addressed using the change order process as described in **Section XII: General Terms and Conditions, Item N**.

VCU Dining Services Locations – Monroe Park Campus

Cary & Belvidere Residential College – Market Café and Chili's, 301 W. Cary Street

Laurel & Grace Place – Croutons, IHop, Raising Canes, 805 West Grace Street

Shafer Court Dining Center, 810 Cathedral Place

Snead Hall – Bleecker Street, 301 West Main Street

University Student Commons–Subway/Pizza Hut, Chick-fil-A, Freshii, Taco Bell, 907 Floyd Ave

VCU Dining Services Locations – MCV Campus

Gateway Building – Einstein Bros. Bagels, Wendy's, 1200 East Marshall Street

Larrick Student Center – Jonah's, 900 Turpin Street



COMPANY QUALIFICATIONS AND EXPERIENCE

Refrigerant Management Program

With the introduction of the Clean Air Act, and specifically Section 608, we must have an active refrigerant management program to provide a system for properly handling refrigerant and to maintain records of our activity. The EPA has established regulations, which define actions required by both owners and contractors.

The ColonialWebb Refrigerant Management Program will consist of the procedures outlined in this memorandum and will be strictly enforced at all levels of the company. In addition to the procedures outlined herein, the Employee Handbook and our Safety Program both include reference to the proper handling of refrigerants.

Our procedures will be as follows:

- A. All ColonialWebb employees, who maintain, service, repair, or dispose of air-conditioning or refrigeration equipment, will be required to pass an EPA-approved test, for a "Universal" certification, or achieve a certification inclusive of Type 1, 2, and 3 ratings, given by an EPA approved organization. This will be a condition of employment for applicable employees.

As for record keeping, copies of the certifications will be kept in the employees' personnel files, within respective service offices, and the Loss Control Manager will retain a complete set. It will be the responsibility of the Field Operations Managers to ensure that copies of these documents are forwarded to the Loss Control Manager.

- B. ColonialWebb will make available recovery and recycling equipment, to be used to prevent venting of refrigerant to the atmosphere. These devices must meet EPA standards and have a certification of compliance. The Service Field Operations Managers will be responsible for the inventory and maintenance of these devices along with distribution to our employees. On an annual basis, and to coincide with tool inventory efforts, the Service Field Operations Managers will certify that each recovery machine meets EPA required vacuum levels. This certification information along with a current inventory of our equipment will then be forwarded to the EPA.
- C. In our efforts of maintaining, servicing, repairing, or disposing of air-conditioning or refrigeration equipment, the following requirements will apply:
 - 1. Only those employees with "Universal" certifications or Type 1, 2, and 3 ratings, will handle refrigerant or conduct services required for safe disposal of equipment.
 - 2. Where evacuation is required for service or disposal, the certified technician is required to evacuate air-conditioning and refrigeration equipment to EPA established vacuum levels as follows:
 - HCFC-22 appliance containing less than 200 pounds of refrigerant, 0 inches of mercury vacuum
 - HCFC-22 appliance containing 200 pounds or more of refrigerant, 10 inches of mercury vacuum.
 - CFC-12, -500, -502, and -114 high pressure appliances containing less than 200 pounds of refrigerant, 10 inches of mercury vacuum





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- CFC-12, -500, -502, and -114 high pressure appliances containing 200 pounds or more of refrigerant, 15 inches of mercury vacuum
 - CFC-13 and CFC-503 very high-pressure appliances, 0 inches of mercury vacuum
 - CFC-11 and HCFC-123 low pressure appliances, 25 mm Hg absolute
3. Where substantial leaks are found, the equipment or component is to be evacuated and reasonable attempts are to be made to make repair. In cases where the leak cannot be located or where repairs appear not cost effective, the owner and our office are to be notified immediately. We will then review the situation and determine a course of action. **In no case will the system or component be recharged with refrigerant prior to resolution of a leak, unless the system charge is less than 50 pounds and authorization is received from a supervisor.**
 4. Where an owner or property manager appears reluctant or refuses to authorize repair, and where the charge exceeds 50 pounds, a formal written notice will be sent reflecting the specifics of the situation and the EPA mandatory repair requirement. A copy of this letter will be forwarded to the respective Field Operations Manager and the Vice President of Service.
 5. Furthermore, and in cases of very small quantities of leakage, the system will be monitored for annual leakage percentage to conform with the EPA standards of a 35% annual leak rate for industrial process and commercial refrigeration, and a 15% annual leak rate for comfort cooling equipment with a charge of over 50 pounds.
 6. In cases where refrigerant is added to a system, the quantity, type of refrigerant, and equipment identification will be noted on the service ticket. A copy of the service ticket will be left with the customer.
 7. Where the base charge is over 50 pounds, an "Equipment Refrigerant Usage" form will be maintained on-site. The form will be left in a plastic protector, either on or in the piece of equipment, or in the equipment room.
 8. Where ColonialWebb removes or dismantles a piece of equipment, the refrigerant must be recovered using our standard guidelines. Only in the cases of household refrigerators, freezers, and room air-conditioners, will the safe disposal be the responsibility of the scrap metal recycler or landfill owner. Where the landfill owner or recycler refuses acceptance, we will have to recover the refrigerant.
 9. We will temporarily store recovered refrigerant oil at the Richmond and Chesapeake office locations for disposal through a waste oil recovery company. Currently, records of disposal are not required but we will keep copies of the pick-up tickets from the waste oil companies.
- D. In terms of record keeping and administration, we will use automated and manual methods to document the handling of refrigerant. These records will show the quantity, type and final disposition of the refrigerant along with equipment.
- E. Identification number, location and owner. We will also maintain summaries of information by piece of equipment, facility location, and company total.

Our service tickets will have an Environmental Checklist section, which will allow recording of information, and subsequent data entry into our software based data tracking system. ”.

A listing of the individual records is as follows:





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1. Recovery and recycling information will be noted on the service ticket. Upon receipt, the administration team will enter this same information into the tracking system.
 2. Recovery and reclaim information will be noted both on the service ticket and on reclaim logs, which will be kept in Richmond and Chesapeake. These reclaim logs will reflect the amount of recovered refrigerant which is turned into a reclaim station.
 3. Disbursement of new refrigerant will be recorded on the service ticket and entered into the tracking system.
 4. Leakage will be reported on the service ticket and tracked in the software system. When the annual percentage exceeds that allowed by the EPA, the owner will be notified in writing of the requirement to repair or replace the equipment.
 5. Recovery and recycling equipment records will be maintained by the Field Operations Managers with copy of purchase, certification, and maintenance documents forwarded to service administration. We will also maintain records on all recovery drums.
- F. Our customers will be notified of our Refrigerant Management Program and all records will be available for their review and use.
- G. The enforcement of the guidelines in our Refrigerant Management Program is paramount to the moral obligation of protecting the atmosphere while also achieving compliance with the standards set forth by the Clean Air Act. The EPA is providing federal enforcement of the regulations through random inspections, responding to tips, and pursuing cases of violation. It is important to note that the EPA is authorized to assess fines up to \$25,000.00 per day. As stated in the Employee Handbook, "It will be our practice to comply with the EPA requirements and to follow their guidelines for proper handling of refrigerant. Any employee who knowingly disregards these regulations will be subject to severe disciplinary action including but not limited to termination of employment".
- H. To verify knowledge and understanding of the EPA regulations and our Refrigerant Management Program, each employee will be required to execute an acknowledgment which verified his or her receipt and understanding of our program.
- During employee orientation, all new employees will be provided with a copy of this program and review of the basic procedures and standards. Each new employee will then be required to execute the above-referenced acknowledgment.
- I. As the EPA refines current regulations or implements new guidelines, ColonialWebb will modify this program to comply with any new requirements.

Although we have been operating with temporary measures to insure compliance with the Clean Air Act and regulations set forth by the EPA, this program provides for a more permanent and long-term effort and is effective immediately. As noted above, conformance is critically important and if you are unsure of any procedure or requirement, please contact your supervisor immediately.





Management and Staff Personnel

Assigned Operations Service Team

For continuity and efficiency, we will assign each maintenance customer to a specific primary HVAC service group consisting of an assistant service manager/supervisor, a dispatcher and a group of approximately 10 Refrigeration service technicians. Each account will be assigned a minimum of a primary and secondary service technician, which will become the most familiar with the account. However, any other team member may support the primary/secondary technicians in urgent situations. The assigned Refrigeration service group will be supported by any other service group as situations warrant. The groups include:

- ▲ **Special Projects**
 - ▲ Sheet Metal fabrication/equipment installers
 - ▲ Electricians
 - ▲ Plumbers
 - ▲ Pipe-fitters/Welders
 - ▲ Building Automation Systems – Install
 - ▲ Commissioning and Start-up technicians

- ▲ **Building Services**
 - ▲ Test and Balance technicians
 - ▲ Service Plumbers
 - ▲ Service Electricians
 - ▲ Building Automation – Service
 - ▲ Water Treatment technicians
 - ▲ Other HVAC service groups

- ▲ **Construction**
 - ▲ Mechanical and Plumbing jobs >\$1M

- ▲ **Fabrication – 80,000 square foot manufacturing facility**
 - ▲ Duct-work
 - ▲ Plumbing pre-fabrication
 - ▲ Piping/welding pre-fabrication
 - ▲ Structural



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Contractor's Personnel

The following is a list of some of the key positions and a brief description of their job title. These people will assure you and ColonialWebb have the right information and develop a healthy working relationship:

- ▲ **Customer Service Representatives**
Take repair and emergency service calls. Orange County may route service calls to this team by e-mail/internet, and telephone.
- ▲ **Service Coordinators**
Dispatch service technicians, communicate information such as ETA, and repair status with Orange County.
- ▲ **HVAC Technicians**
Our qualified team of service technicians will be ones to deliver the service and repairs.
- ▲ **Field Supervisors**
Manage and provide technical support for the team of technicians that serve Orange County.
- ▲ **Service Manager and Assistant Service Manager**
Oversee Field Supervisors and coordinate labor-intensive efforts.
- ▲ **Maintenance Contract Administrator**
Enters new agreements into ColonialWebb's' Computerized Maintenance System and manages changes to existing agreements.
- ▲ **Project Specialists**
Support you and your Account Executive when you have the need for equipment replacements or other mechanical projects. These specialists have experiences in pricing, proposing, and managing single event jobs from \$2,000 to \$2,000,000.
- ▲ **Dedicated Account Executive**
Your "go to" person for resolution of problems. Whether it is billing, technician related, quotes for extra work, etc. Your Account Representative will be your liaison and advocate to ColonialWebb.

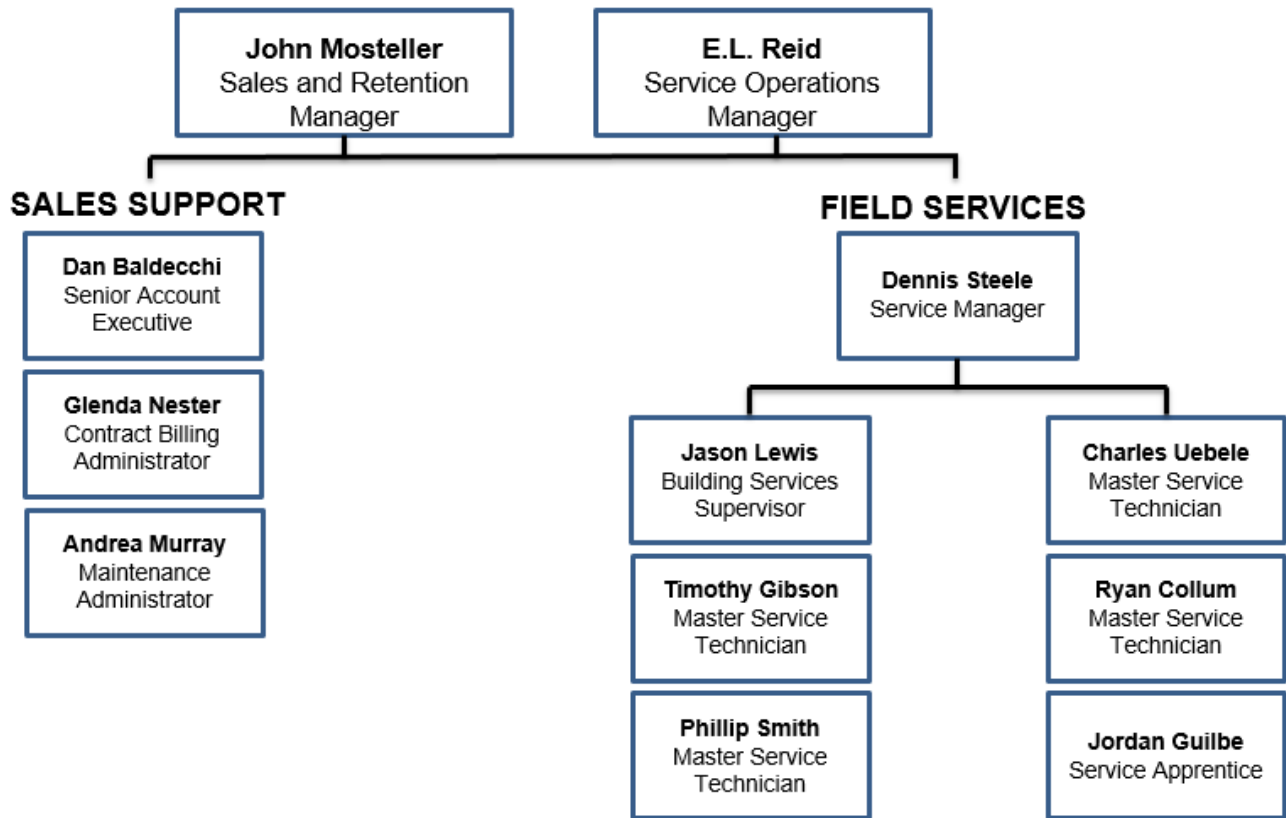




ORGANIZATIONAL CHART

CORE TEAM

TEAM LEADERS





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Please find the following Field Service employee resumes:

DENNIS L. STEELE BUILDING SERVICE SUPERVISOR

Experience/Qualifications:

- The primary function of the Building Service Supervisor is to be responsible for the leadership and management of the service unit that performs work for a select group of customers and facilities. The service team includes multiple technicians. The Building Service Supervisor is responsible for ensuring that the quality of work performed is in accordance with company standards and such work is performed in an efficient, effective, and safe manner. Dennis has over 28 years of experience in HVAC repair; installation and maintenance of chillers, boilers, split systems, natural gas, oil fired, heat pumps and controls.

Training/Certification:

- HVAC Master & Journey License
- Johnson Controls ASC, DX9100, Companion & N2 Network Certification
- American Automatrix Unit Controls Certification
- Carrier VVT Certification
- Pump and Seal Certification
- Boiler Efficiency and Combustion Testing Certification
- Sandler Management Certification
- Sandler Sales Training Certification

Education:

- Georgia Military
- Del Mar College – 2 Years HVAC
- High School Graduate





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JASON E. LEWIS BUILDING SERVICE SUPERVISOR

Experience/Qualifications:

- The primary responsibility of the Building Service Supervisor is the leadership and management of a service unit which performs work for a selected group of customers and facilities. The service unit will include multiple technicians. The Building Service Supervisor is responsible for ensuring that the quality of work performed is in accordance with company standards and such work is performed in an efficient, effective and safe manner. Jason has more than 14 years of experience in the industrial HVAC and refrigeration industry.

Training/Certification:

- Sandler Sales Training Certification
- OSHA Training Certification
- Gas Training Certification
- HVAC I, II, III, IV & V Training Certification
- R Hobbs Electrical / Mechanical Controls Program Certification
- Refrigeration Load Calculation Training Certification
- Manitowoc Ice Machine Seminar Certification
- Einstein (CPC) Training Certification
- Glycol Refrigeration Systems Training Certification

Education:

- Richmond Technical Center – Richmond, Virginia – 3 years
- Lee Davis High School Graduate





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TIMOTHY GIBSON MASTER SERVICE TECHNICIAN

Experience/Qualifications:

- The primary responsibility of the Master Service Technician is to perform maintenance and repair operations pertaining to larger, complex heating and cooling systems and associated control systems. The technician is responsible for maintaining the quality of work as acceptable company standards and for representing the company to the customer in a manner that ensures effective communication and a positive relationship. Timothy has 10 years of experience with 7 of those years in the refrigeration industry.

Training/Certification:

- EPA Universal CFC Technician
- EPA Card
- Confined Space Certified
- Copeland Compressors
- Copeland Teardown Training
- Fall Protection
- Ice Machines
- Manitowoc Ice Machine I
- Manitowoc Ice Machine II
- OSHA Training
- Refrigeration I
- HVAC I
- Danfoss Training





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PHILLIP SMITH MASTER SERVICE TECHNICIAN

Experience/Qualifications:

- The primary responsibility of the Master Service Technician is to perform maintenance and repair operations pertaining to larger, complex heating and cooling systems and associated control systems. The technician is responsible for maintaining the quality of work as acceptable company standards and for representing the company to the customer in a manner that ensures effective communication and a positive relationship. Phillip has over 37 years of experience in refrigeration service industry.

Training/Certification:

- Danfoss Silver Training
- 410A Certified
- E2 Refrigeration and Building Controls Training
- Transformative Wave – Catalyst Lit Installation and Commissioning
- Low-Temperature CO2 Second Nature Secondary Systems Installation
- Low-Temperature CO2 Second Nature Secondary Systems Start- up
- Low-Temperature CO2 Second Nature Secondary Systems Maintenance
- Com-Trol Training
- Copeland Teardown Training
- Carlyle Teardown Training
- Manitowac Ice Machine
- Scotsman Ice Machine





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CHARLES UEBELE MASTER SERVICE TECHNICIAN

Experience/Qualifications:

- The primary responsibility of the Master Service Technician is to perform maintenance and repair operations pertaining to larger, complex heating and cooling systems and associated control systems. The technician is responsible for maintaining the quality of work as acceptable company standards and for representing the company to the customer in a manner that ensures effective communication and a positive relationship. Charles has over 19 years of experience in refrigeration service industry.

Training/Certification:

- Manitowoc Ice Machine
- Danfoss Silver Training
- EPA Universal CFC Technician
- HVAC
- Refrigeration
- ABS Piping
- E-2 Certification

Education:

- Richmond Technical Center – Richmond, Virginia





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RYAN COLLUM MASTER SERVICE TECHNICIAN

Experience/Qualifications:

- The primary responsibility of the Master Service Technician is to perform maintenance and repair operations pertaining to larger, complex heating and cooling systems and associated control systems. The technician is responsible for maintaining the quality of work as acceptable company standards and for representing the company to the customer in a manner that ensures effective communication and a positive relationship. Ryan has over 8 years of experience in refrigeration service industry.

Training/Certification:

- OSHA 10 Training
- 410A Certified
- Bacharach Training
- EPA Universal CFC Technician
- Manitowoc Ice Machine - Factory Class
- Manitowoc Ice Machine I
- Hoshizaki Ice Machine
- 609 EPA Certified
- Copeland Teardown Training

Education:

- Richmond Technical Center – Richmond, Virginia





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JORDAN GUILBE SERVICE APPRENTICE

Experience/Qualifications:

- The primary responsibility of the Service Apprentice is to perform maintenance and repair operations pertaining to small to medium sized heating and cooling systems where average technical skills are required. He is responsible for maintaining the quality of work at acceptable company standards, and for representing the company to the customer in a manner that ensures effective communication and a positive relationship.

Training/Certification:

- EPA Universal CFC Technician
- Journeyman's License
- Manitowoc Ice Machine Certification
- Refrigeration Rack Training
- Mining Unit Certification
- CPR/First Aid Certification
- Rough Terrain Fork Lift Operation Training

Education:

- ABC Apprenticeship Program- 3 years





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Training of Our Teams

▲ **Apprenticeship Program**

ColonialWebb is committed to promoting and increasing the number of people in the trades. At any given time, we employ approximately 50 individuals in a 4-year apprenticeship program. An apprentice can choose his/her vocation between, HVAC, electrical, or plumbing. When the student completes the program, he/she has a marketable skill that can lead to a career with few limitations and great earnings potential. In our industry with a shortage of skilled tradesmen, our customers and community benefit through the increase in workforce.

▲ **Factory and 3rd Party Training**

ColonialWebb continues to educate its employees beyond the apprenticeship program. Selected individuals are sent to local and factory schools to keep up with the latest technologies in our ever-changing fields. Our customers get a level of competency in a wide variety of specialty areas that is not matched in central VA.

▲ **In-House Training**

Beyond the apprenticeship and 3rd party training, ColonialWebb continuously educates individuals through our in-house program. This includes pairing a junior mechanic with a Master Technician to perform chiller teardowns. Through manuals and on-the job experience the Master Technician will prepare the junior skill level person to become competent in the most complex situations. ColonialWebb also holds regular after-hours classes covering a wide curriculum. (VFD's, Pneumatic & DDC Controls, Combustion Analysis, etc.)

▲ **Six Sigma**

ColonialWebb employs a full time "Black-belt" to tackle process improvement projects. We train multiple green belts to assist the black belt. Recent projects include:

- ▲ Billing accuracy and reducing the billing cycle
- ▲ Equipment inventories
- ▲ Warehousing efficiencies

Our customers benefit by reductions in overhead and economies of scale, which keep our rates lower, and our level of service higher

▲ **Individual Training**

ColonialWebb reimburses employees for continuing education and testing for certifications in any field that expands their ability to perform their job requirements. This includes Community College classes, i.e., HVAC technical training and testing for Certified Energy Manager, and LEED Accredited Professional. Customers benefit by having a "one stop shop" for many of their building needs.





COMMITTED TO CONTINUOUS IMPROVEMENT

Utilizing “Six Sigma” Process

- Improvement Methodology
 - Define the problem
 - Measure the process
 - Analyze the data
 - Improve the process
 - Control the process
- Focused resources
 - One full-time “Black Belt”
 - Our internal customer advocate
 - Six “Green Belts”
- On-going, customer-focused metrics
- Proven results





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REFERENCES

Organization	Address	Contact Person	Telephone
Ellwood Thompson	4 North Thompson St. Richmond, Virginia 23221	Bart Yablonsky	(240) 428-1386
Ukrop' s	2001 Maywill St. Ste 100 Richmond, Virginia 23230	Eddie Kestle	(804) 399-7662
Virginia Beach Schools	1568 Corporate Landing Ste 200 Virginia Beach, Virginia 23454	John Hasher	(757) 263-2500
VCU Dining Services	1111 W. Broad Street Richmond, Virginia 23298	Barbara Lawson	(804_ 828-0416





METHODOLOGY/APPROACH

A. Coordination and Communication

With 750 field employees and over 500 service vehicles, we have a proven record of handling multiple projects and site locations for customers. In addition to Refrigeration, we are able to support our customers with plumbing, HVAC, electrical, controls, and water treatment services.

As a contract customer, your schedule of services is entered into our system and preventive maintenance work orders are generated 30 days in advance of when they are due. We will call to schedule all service in advance. Our technicians are dispatched, with knowledge of the scope of work that is to be performed, as well as any special paperwork and instructions. When the technician arrives onsite, they will check in with appropriate VCU personnel. Any filters that are replaced are dated to ensure proper requirements are being met. An assessment of the equipment's condition will be made by our technicians, and VCU personnel will be notified of any repairs that are needed. At the end of each day, technicians will check in with the VCU Project Manager, notifying them of work status.

Our goal is to provide you with the very best service that meets your needs, while maintaining your equipment in an energy efficient manner.

B. Assigned Technical Skill Sets

A key to the quality of service we provide is the skill level of the assigned technicians.

Below, we submit our plan of delivering service to Virginia Commonwealth University.

- Technician Skill Level: We will assign a Journeyman Mechanic as the primary service provider.
- The Journeyman Mechanic will be the lead technician for all inspections. We will utilize an apprentice to assist with the condenser-cleaning, belt changes and lubrication of systems.
- The Journeyman Mechanic will be responsible for documenting completion of all tasks.
- The Journeyman Mechanic will be onsite at VCU during normal business hours which is defined as 8:00am to 4:30pm, Monday through Friday (excluding VCU observed holidays)

C. Calendar and Task Guides of Planned Services

We submit the table below, which defines the months of service for each building, and the maintenance hours estimated for each month.





Scope of Work for Equipment noted in Attachment A is as follows:

Walk-In Coolers and Freezers located at:

- Cary and Belvidere
- Laurel and Grace Place
- Shafer Court Dining Center
- University Student Commons
- Larrick Student Center

Walk-In Cooler / Freezer Operational Inspection

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	X						X			X	

- ✓ Follow Lockout/Tagout Procedures
- ✓ Check Fan Blades & Motor Assemblies
- ✓ Check Motor Operating Conditions
- ✓ Check Drain Pan
- ✓ Check Sight Glass
- ✓ Check Compressor Oil Levels
- ✓ Check for Compressor Vibration
- ✓ Check Temperature Operation Controls
- ✓ Check for Corrosion & Wear
- ✓ Check Fan/Motor Bearings
- ✓ Check Refrigerant for Leaks
- ✓ Check Oil Control
- ✓ Check for Oil Leaks

Primary Inspection

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
				X							

- ✓ Follow Lockout/Tagout Procedures
- ✓ Check Fan Blades & Motor Assemblies
- ✓ Check & Tighten all Electrical Connections
- ✓ Check Motor Operating Conditions
- ✓ Check Drain Pan
- ✓ Check Sight Glass
- ✓ Check Compressor Oil Levels
- ✓ Check for Compressor Vibration
- ✓ Check High-low Pressure Switch Operation
- ✓ Lubricate Motor & Fan Bearings
- ✓ Check & Adjust Condenser Fan Controls
- ✓ Check & Adjust Low Ambient Controls
- ✓ Check Temperature Operation Controls
- ✓ Check for Corrosion & Wear
- ✓ Lubricate Motor & Fan Bearings
- ✓ Check Compressor Superheat
- ✓ Check Refrigerant for Leaks
- ✓ Check Crankcase Heaters
- ✓ Check for Oil Leaks
- ✓ Check Oil Control
- ✓ Check & Calibrate Safety Controls
- ✓ Check Demand Cooling Operation
- ✓ Check Compressor Unloader
- ✓ Check for Proper Pump Down Operation

Chemical Clean Condenser Coil

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
				X							

- ✓ Follow Lockout/Tagout Procedures
- ✓ Mobilize Hoses
- ✓ Rinse Coil Surfaces
- ✓ Notify Customer
- ✓ Apply Chemical Cleaner to Coil
- ✓ Demobilize Tools & Equipment





Make Up Air Units located at:

University Student Commons

Make Up Air Unit

Operational Inspection - Fan Only

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	X						X			X	

- ✓ Follow Lockout/Tagout Procedures
- ✓ Check Moisture Indicator/Site Glass
- ✓ Check Unusual Noise/Vibrations
- ✓ Check Ultraviolet Lights
- ✓ Inspect Maintainable Components
- ✓ Check for Oil/Refrigerant Leak
- ✓ Inspect Drain Pan/Line

Primary Inspection - Fan Only

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
				X							

- ✓ Follow Lockout/Tagout Procedures
- ✓ Lubricate Motors/Bearings
- ✓ Check Fan Operation/Bearing/Sheave
- ✓ Check Current/Voltage
- ✓ Check Ultraviolet Lights
- ✓ Check Electrical Connections
- ✓ Check Fan for Dirt Accumulation
- ✓ Check Starter/Contact Surface
- ✓ Check Motor Vent Openings

Heating Operational Inspection

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	X										

- ✓ Follow Lockout/Tagout Procedures
- ✓ Check Operating Temperatures
- ✓ Check Fan Sheave/Bearing Alignment
- ✓ Check Damper Linkage/Operation
- ✓ Check Pilot/Ignition Sequence/Burner
- ✓ Check Flue Venting/Security
- ✓ Inspect Heating Components
- ✓ Check Unusual Noise/Vibrations
- ✓ Check Fan Operation
- ✓ Check Outside Makeup Air
- ✓ Check Ultraviolet Lights

Heating Primary Inspection

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
										X	

- ✓ Follow Lockout/Tagout Procedures
- ✓ Check Operating Temperatures
- ✓ Check Safety/Operation Control
- ✓ Lubricate Motors/Bearings
- ✓ Check Damper Linkage/Operation
- ✓ Check Ultraviolet Lights
- ✓ Check Flue Venting/Security
- ✓ Inspect Heat Exchanger
- ✓ Check Thermostat
- ✓ Check Unit Frame
- ✓ Check Electrical Connections
- ✓ Check Fan Bearing/Sheave Wear/Align
- ✓ Check Unusual Noise/Vibrations
- ✓ Check Outside Makeup Air
- ✓ Check Pilot/Ignition Sequence/Burner

Belt Replacement

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
										X	

- ✓ Follow Lockout/Tagout Procedures
- ✓ Check Sheave Condition
- ✓ Remove Old Belts from Fans and Dispose
- ✓ Replace with New Belts/Align



PRICING SCHEDULE (ATTACHMENT A):

Maintenance prices below include annual coil cleaning and quarterly filter changes. Please find completed pricing schedule attached.

Cary & Belvidere

\$622.00 quarterly x4 = \$2,488.00

Laurel & Grace

\$408.00 quarterly x4 = \$1,632.00

Shafer CT Dining Center

\$1,064.00 quarterly x4 = \$4,256.00

Snead

\$318.75 quarterly x4 = \$1,275.00

University Commons

\$1,495.25 quarterly x4 = \$5,981.00

Gateway Building

\$428.00 quarterly x4 = \$1,712.00

Jonas/Larrick

\$383.00 quarterly x4 = \$1,532.00





SWAM INFORMATION:

ColonialWebb is committed to utilization of Small, Women and Minority, (SWaM), owned businesses. In 2016, we spent a total of \$8,313,072.47 with SWaM certified companies. Additionally, we submit a current list of approved SWaM vendors used by ColonialWebb.

Below is a list of those companies:

Type	Company Name
Small Business	A&E REPROGRAPHICS INC
Small Business	ACCUMARK INC
Small Business	AIR CONDITIONING EQUIP.SALES
Small Business	ALPHAGRAPHICS #521
Small Business	BALL OFFICE PRODUCTS
Small Business	BASS CRANE
Small Business	BDS
Small Business	BEACH DOOR SERVICE, INC.
Small Business	BLUE RIDGE SERVICE CORP
Small Business	BNK VENTURES INC
Small Business	BREEGER MEDIA GROUP
Small Business	BUCKINGHAM GREENERY
Small Business	BUILDING INDUSTRIAL SUPPLIES
Small Business	CANTERBURY ENTERPRISES LLC
Small Business	CARDINAL BLUEPRINTS INC
Small Business	CHARLES YOST CUSTOM CABINETS
Small Business	CMC SUPPLY INCORPORATED
Small Business	CONCRETE SCANNING INC
Small Business	CRYSTAL ICE CO.INC.
Small Business	DANNY'S GLASS OF HAMPTON
Small Business	DATAMATION
Small Business	DELTA AUTOMATION INC.
Small Business	DIAMOND SPRINGS WATER
Small Business	DRAPER ADEN ASSOCIATES
Small Business	DTS REPROGRAPHICS
Small Business	DUSTY DUCTS INC
Small Business	DWIGHT SNEAD LNDSPNG & PVNG CO
Small Business	E2C GROUP LLC
Small Business	ENVIRON-CIVIL ENGINEERING LTD
Small Business	ETEC FIRE PROTECTION
Small Business	FLOMEC INC.





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VIRGINIA COMMONWEALTH UNIVERSITY UNIVERSITY DINING - REFRIGERATION PREVENTATIVE MAINTENANCE SERVICES RFP# 7507188CP

Type	Company Name
Small Business	FREE BRIDGE CONTRACTING
Small Business	FROEHLING & ROBERTSON
Small Business	GP SUPPLY COMPANY LLC
Small Business	HACKWORTH REPROGRAPHICS
Small Business	HAMPTON ROADS FASTENER &
Small Business	HYPERION GROUP INC
Small Business	J.C. DRISKELL INC
Small Business	KATCH CONSTRUCTION SUPPLY CO
Small Business	KIRBY-VASS INSULATION
Small Business	L.A. PRILLAMAN CO INC
Small Business	LADYBUG CONCRETE
Small Business	LIQUID INC
Small Business	LOWMAN ELECTRICAL CONTRCTR INC
Small Business	LRW MCKINNEY LLC
Small Business	MACHINERY MOVERS & ERECTORS
Small Business	MATTHEWS CONSTRUCTION CO
Small Business	MARTIN CONTROL & EQUIPMENT CO
Small Business	MAYER ELECTRIC SUPPLY
Small Business	MID ATLANTIC CONTROLS CORP
Small Business	MID ATLANTIC TEST BALANCE
Small Business	MID ATLANTIC UTILITY LOCATING
Small Business	MK TECHNOLOGY INC
Small Business	NATIONWIDE ELEC SUPPLY CO INC
Small Business	NETWORKING TECH & SUPPORT INC
Small Business	OAKLEY INDUSTRIAL SERVICES
Small Business	OLD DOMINION ELECTRICAL SUPPLY
Small Business	OLD DOMINION METAL PRODUCTS
Small Business	ON HOLD MARKETING
Small Business	PRILLAMAN'S CRANE & RIGGING
Small Business	RAM SERVICES LLC
Small Business	RE REPLACEMENT PARTS INC
Small Business	RMT CONSTRUCTION
Small Business	S.E. BURKS SALES COMPANY
Small Business	SCAFFOLDING SOLUTIONS
Small Business	SHICKEL CORPORATION
Small Business	SHULTZ & JAMES, INC.
Small Business	SIGNS BY TOMORROW
Small Business	SNEAD & SONS TRUCKING LLC
Small Business	SOUTHEASTERN ENGINEERING SALES





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Type	Company Name
Small Business	SOUTHEASTERN LABORATORIES INC
Small Business	SOUTHERN COMPUTER WAREHOUSE
Small Business	STEMMLE PLUMBING REPAIR INC
Small Business	STUART M PERRY INC
Small Business	TG MORRIS ENTERPRISES INC
Small Business	TILE & TERRAZZO LLC
Small Business	TH SUPPLIES
Small Business	TIDEWATER AIR FILTER FAB CO INC
Small Business	TIDEWATER COMMERCIAL CEILINGS
Small Business	TOP GUN ENTERPRISES
Small Business	TRI-STAR ELECTRIC
Small Business	UNION DRYWALL AND CONSTRUCTION
Small Business	UNITED REFRIGERATION OF VA INC
Small Business	VIRGINIA ENERGY SERVICES
Small Business	WAYNE INSULATION COMPANY
Small Business	WHITLOCK BROTHERS
Small Disadvantaged Business	PUFF INC
Small Women owned Business	BATES CONTRACTING SERVICES INC
Small Woman owned Business	BOSCOBEL LLC
Small Woman owned Business	BROCKWELL'S SEPTIC AND SERVICE
Small Woman owned Business	COLONIAL ENGINEERED SOLUTIONS
Small Woman owned Business	C T PURCELL EXCAVATING INC
Small Woman owned Business	ENVELOPES ONLY
Small Woman owned Business	GENESIS DEVELOPMENT VENTURES
Small Woman owned Business	JAMES RIVER PETROLEUM
Small Woman owned Business	JIREH INTERNATIONAL
Small Woman owned Business	NRW ENGINEERING
Small Woman owned Business	PARKER SAFETY
Small Woman owned Business	PERKINSON CONSTRUCTION LLC
Small Woman owned Business	PORTSMOUTH & CHESAPEAKE PAPER.
Small Woman owned Business	REYNOLDS LIGHTING
Small Woman owned Business	THE SUPPLY ROOM COMPANIES





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ADDENDUM 1: (ALSO SEE ATTACHED)



RFP 7507188CP- Addendum #1

ADDENDUM NO.1 TO ALL OFFERORS:

Date: June 22, 2017
 Reference - Request for Proposals: RFP# 7505188CP
 Title: Refrigeration Preventative Maintenance and Repairs
 Issue Date: June 2, 2017 2016
 Proposal Due: June 30, 2017 at 2:00 PM, EST

The Addenda includes the following information in response to an e-mail inquiry:

Question #1: Who is currently doing the work at VCU?
 Answer #1: Colonial Webb

Question #2: What is the annual spend?
 Answer #2: Based upon data pulled from the Accounts Payable payment center the spend thus far is ~\$85K

The revised Attachment A (equipment serial number update) was e-mailed on June 19th.
 The Conference Register is attached to this Addendum.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

Cheryl Price
 Cheryl Price, Senior Buyer
 Procurement Services

I hereby acknowledge receipt of Addendum #1 for RFP# 7505188CP - Refrigeration Preventative Maintenance and Repairs

ColonialWebb Contractors Company
Name of Firm

Signature/Title

June 29, 2017
Date





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APPENDIX II – INVOICING AND PAYMENT: (ALSO SEE ATTACHED)

APPENDIX II INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm. By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.





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Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

Contractor must indicate the method of payment selected:

- Commercial Card Payment (Wells Fargo VISA)
- Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature:	
Name Printed:	<u>Raymond Battani</u>
Title:	<u>Vice President of Operations</u>
Name of Firm:	<u>ColonialWebb Contractors Company</u>
Date:	<u>June 29, 2017</u>

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual:	<u>Karina Ratliffe</u>
Title:	<u>Uploading Specialist</u>
Mailing address:	<u>2820 Ackley Avenue</u> <u>Richmond, Virginia 23228</u>
Email address:	<u>Karina.Ratliffe@ColonialWebb.com</u>
Phone number:	<u>804-916-1470</u>
Fax number:	<u>804-262-6298</u>





APPENDIX I – SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESS COMMITMENT: (ALSO SEE ATTACHED)

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is 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. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent 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 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
 - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
 - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
 - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
 - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.



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UNIVERSITY DINING - REFRIGERATION
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RFP# 7507188CP**

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN
BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

List the names of the SWaM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO), or Minority-Owned (MO).

<u>Name of Businesses:</u>	<u>SB, WO, MO:</u>	<u>Role in contract:</u>
Tidewater Air Filters	SB	Material Vendor
United Refrigeration of VA Inc	SB	Material Vendor


Commitment for utilization of DSBSD SWaM Businesses:

8 % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: Vickie Johnson
 Email: Vickie.Johnson@ColonialWebb.com
 Phone: 804-916-1345
 Firm: ColonialWebb Contractors Company

Offeror understands and acknowledge that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:
 By (Signature): 
 Name Printed: Raymond Battani
 Title: Vice President of Operations
 Email: Ray.Battani@ColonialWebb.com

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <http://www.sbsd.virginia.gov/swamcert.html>) to fulfill the Offeror's commitment for utilization.





SAFETY

Safety occupies a preeminent position in our company's culture. The health and safety of all our employees is a top priority for ColonialWebb. Our Safety mission is and always will be "Zero Injuries." Achieving that goal requires several key ingredients.

Experience Modification Rating: ColonialWebb's current EMR is 0.62

Leadership: We believe that companywide there must be a "safety first" mindset. This mindset originates with management. The company's Executive Committee sets the tone of "Safety First" for ColonialWebb, and to that end, a Corporate Safety Steering Committee was specifically created to set standards, see that those standards are met and provide continual direction in this area. Experienced managers within our organization continually promote good safety practices and stress the advantages, tangible and otherwise.

Communication: Meetings, seminars, training, personnel and site audits, these all provide a means by which employees learn safe practices.

Training: All new construction employees must complete a general safety course before arriving at a jobsite, and they are required to wear Red hardhats for a 60-day probationary period. If they successfully complete this period without ANY violations, then they receive a white hardhat. Employees also attend training sessions that cover OSHA regulations such as hazard communication, fall protection, and maintaining personal protective equipment. 10-hour OSHA certifications are required for most of our field personnel, and 30-hour OSHA certifications are required for construction managers, superintendents, select foreman, and all service supervisors. Also, from mechanic level employees to construction managers, ALL must maintain current First Aid and CPR certifications.

Accountability: All division managers, construction managers, superintendents, shop foreman, service department managers and service unit supervisors are subject to semi-annual safety audits. Performed by our insurance partner, Marsh USA, and our Safety Director, audits involve a comprehensive review of our safety program. In addition, superintendents are required to examine their work areas daily and submit a formal bi-monthly inspection form. Our safety program also includes mandatory drug testing.

Incentives: Each division has their own specific incentive plan. Rewards for exemplary safety performances range from cash prizes to company apparel. Moreover, there are team safety competitions as well with a wide range of prizes, all of which helps everyone focus on safety.

Tools/Equipment: Proper tools and equipment are not only available, but they are also well-maintained. In addition, on-site training is provided for equipment such as forklifts and scissor lifts.

Partners: ColonialWebb has formed a partnership with Marsh USA and Zurich North American to build and maintain a safety program with an emphasis on continuous improvement in order to face the many new challenges in our business and industry.



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A. Planned Maintenance Activities:

Project Approach: ColonialWebb approach to performing this work is systematic and comprehensive. We utilize a computerized estimating and operations system that build in quality and accountability to the work we perform.

A key to the quality of service we provide is the skill level of the assigned technicians.

Below, we submit our plan of delivering service to DJJ.

- Technician Skill Level: We will assign a Master Service Technician as the primary service provider for each building based on the type of equipment and the experience and training of the technician. There will be multiple lead technicians due to the variety of equipment types and the volume of work.
 - o The Master Technician will be the lead technician for all quarterly inspections and the major/winter annual service. We will utilize an apprentice to assist with the major/winter annual service. (i.e., condenser head removal and installation and tube cleaning.)

Scheduling: All planned activities will be coordinated and scheduled. Some months will have larger volumes of work than others. The coordinator/dispatcher will call to notify and get authorization for the planned work with designated state personnel. We will notify the state of any required shutdowns of equipment prior to performing planned work.

Permits: All work requiring permits such as hot work/burn or lock-out tag out will be planned and coordinated as required by the state.





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CERTIFICATE OF INSURANCE - SAMPLE

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
6/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest - Braniff 840 Gessner Suite 600 Houston TX 77024	CONTACT NAME: PHONE (A/C No. Ext): 713-490-4600 FAX (A/C No.): E-MAIL: ADDRESS:														
INSURED ColonialWebb 2820 Ackley Avenue Richmond, VA 23228	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Casualty Ins Co of Americ</td> <td>19046</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Insurance Company</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty Ins Co of Americ	19046	INSURER B: Charter Oak Fire Insurance Company	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Charter Oak Fire Insurance Company	25674														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 1544143231 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	BORROWER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	VTC2J-CO-828K5148-TIL-16	11/1/2016	11/1/2017	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Co occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	VTC2J-CAP-828K616A-TIL-16	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Per accident)	\$2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	VTSMJ-CUP-828K674A-TIL-16	11/1/2016	11/1/2017	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1-VTC2CUB6A14334316 AOS and CA VTRJUB828K616116	11/1/2016 11/1/2016	11/1/2017 11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured (except as respects coverage afforded by the Workers Compensation policy) and is granted a Waiver of Subrogation as required by written contract, but only for liability arising out of the Operations of the Named Insured. This insurance certified herein will apply as Primary and Non-Contributory as required by written contract. No policy will permit cancellation or modification without thirty (30) days prior written notice or Modification to the Certificate Holder.

CERTIFICATE HOLDER SAMPLE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
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ACORD 25 (2014/01)

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ADDITIONAL INFORMATION - HISTORY OF COLONIALWEBB

ColonialWebb was formed in January 2005 by the merging of Colonial Mechanical and Webb Technologies. Both of the original companies were established in 1972 with the primary objective of satisfying the customer every time. Staying true to that objective is one of the many reasons that ColonialWebb is the premier mechanical contractor in Virginia today. This leadership position is due to our uncompromising dedication to customer satisfaction, state-of-the-art technology, highly trained workforce, and financial stability. As of July 2010, we became a wholly owned subsidiary of Comfort Systems USA. Under their umbrella, we will be able to offer our customers improved pricing due to their national purchasing programs as well as a larger area of coverage.

We are a full-service mechanical contracting firm organized around a Construction Group and a Service Group, performing pre-construction and Design/Build services, high-quality construction and installation, hands-on commissioning, preventive maintenance programs, and warranty and service repair.

ColonialWebb’s commitment to you is based on its three-fold mission:

- ▲ To provide superior mechanical construction and service to its customers
- ▲ To recognize and respect employees’ contributions while providing for their security and career development
- ▲ To ensure financial stability of the company and to finance its growth

Our vast resources are readily available to you simply by placing one phone call. Give us the opportunity to be your partner, and we will strive to help you obtain your goals and objectives.

ColonialWebb is one of the largest mechanical contractors in the Mid-Atlantic offering HVAC, Refrigeration, Electrical, Plumbing, Water Treatment, Piping and Controls installation, maintenance and repair service. Our reputation as a leader in the service industry allows us to provide our customers with the confidence that their maintenance needs are not just met, but exceeded. With ColonialWebb, you gain access to an organization that can provide a customized program that is unmatched in the industry.

ColonialWebb is substantially different than our competitors. With over 900 employees, our organizational depth sets us above all the rest. We are a self-performing, non-union company servicing VA, MD, NC, SC and the Metro DC area.

ColonialWebb can assist you with the installation, service and maintenance of the following areas:

- | | | |
|-----------------|--------------------------------|---------------------------------------|
| ▲ Piping | ▲ Vibration Analysis | ▲ Boiler/Burner |
| ▲ Plumbing | ▲ Steam / Pipe Fitting | ▲ Building Automation Systems |
| ▲ Refrigeration | ▲ Insulation | ▲ Chiller Services |
| ▲ HVAC | ▲ Welding | ▲ Comprehensive Maintenance |
| ▲ Sheet metal | ▲ Facility Management Services | ▲ Computer Rooms |
| ▲ Fabrication | ▲ Green Energy Solutions | ▲ Electrical |
| ▲ Thermography | ▲ Water Treatment | ▲ Predictive & Preventive Maintenance |





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Our customers benefit from our service by having one point of contact for all of their service needs. We perform preventive maintenance to prolong the life of your equipment and you have the security of knowing we will advise you if we find other issues while onsite and work with you to rectify them. This is a value add to our customers as it allows them to focus on running their business while we take care of their HVAC and Mechanical service needs.

It is ColonialWebb's objective to stay on top of industry trends, for instance, we use Six Sigma Methodology to improve our internal processes and increase our total customer satisfaction. Our employees receive continuous training to strengthen their abilities and stay competitive in our fast-moving industry.

Safety of our employees is the number one priority at ColonialWebb. Our safety program consists of three primary areas of focus: education, enforcement, and incentive. We work to create an environment where safety has "top of mind" awareness at work and at home. A few key ingredients:

- ▲ OSHA 1910 and 1926 compliant
- ▲ Mandatory Drug Testing
- ▲ Safety Professionals on staff
- ▲ 10-hour OSHA certifications required for many employees
- ▲ Train the trainer program used for education throughout ranks
- ▲ First Aid and CPR certifications required
- ▲ Job inspections held on a routine basis
- ▲ Quarterly and annual awards for safe work practices

The operations and sales staff coordinate periodic account reviews that include reports that monitor projected as opposed to actual labor hours spent, material costs and the amount of additional repair service. This gives us a snapshot of our performance and if additional implementation of services needs to be discussed. We strive to provide you with the best services to meet your needs and do this in a way that reduces your overall need and/or cost of repairs.

ColonialWebb's call center is designed to provide our customers with one point of contact for placing service requests, service status updates and customer specific reporting. Service requests may be placed by toll free phone, fax or email. Our call center is also responsible for review of the customer's contract, service procedures and communication of those requirements to service operation teams in our eight branch offices. In addition, our call center will act as liaison between the customer and the ColonialWebb service branch.

Upon award of the contract, ColonialWebb's sales and operations teams will organize a turn over meeting to review the RFP, specifications of the contract, and inspection schedule. They will also conduct an on-site turnover meeting with the customer to make sure we surpass your expectations.

By partnering with ColonialWebb, you will gain access to an organization that can provide a customized program that dedicates a team of senior management, operations management, account development management and trade supervision that is unmatched in the industry.

ColonialWebb has worked hard to develop a culture of flexibility that is the central ingredient for our success.





VCU

VIRGINIA COMMONWEALTH UNIVERSITY

VIRGINIA COMMONWEALTH UNIVERSITY UNIVERSITY DINING - REFRIGERATION PREVENTATIVE MAINTENANCE SERVICES RFP# 7507188CP

Why choose Comfort Systems USA?

There are a number of benefits available to you in choosing Comfort Systems USA. Comfort Systems USA is a national heating, ventilating and air conditioning (HVAC) company headquartered in Houston, Texas. In the fragmented HVAC field, composed of as many as 35,000 different companies, Comfort Systems USA offers you a single company to provide complete HVAC service, anywhere, anytime. Comfort Systems USA companies average nearly thirty years of experience in HVAC service and construction. Comfort is our business, and our vast portfolio includes HVAC work for virtually every type of building or business- from the neighborhood grocery or school, to your favorite museums, libraries and restaurants, as well as industrial, pharmaceutical and manufacturing facilities across the country.

The advantages of working with a national leader of our size and capabilities far exceed what this fragmented industry has provided in the past. Comfort Systems USA has merged the talents of top HVAC-related firms from around the country to render the widest range of technical expertise and service available in the industry. With its extensive work history, Comfort Systems USA forms "centers of excellence" to guarantee success for any project, or service, no matter what the size. If it involves heating, cooling, or circulating air and water, Comfort Systems USA is the right fit.

We stand apart from the rest:

- € *Strong balance sheet*
- € Safety record that outperforms the national average
- € Technical proficiency working with all major equipment manufacturers
- € National footprint / local presence
- € An Energy Star® Partner
- € A member of the United States Green Building Council
- € LEED® Accredited Professionals in each of our operating companies

How does our strong balance sheet benefit your operation?

In one word...choices. Many service providers can only offer services that are without risk. This could mean limiting you to a standard or slimmed down preventative maintenance agreement. It could also mean not being able to offer a full-service maintenance agreement. A full service agreement fixes the monthly HVAC expenditure, avoids 'run-to-failure' situations and can even have a positive ROI for long term ownership and operation of HVAC equipment. But it takes commitment and strong financial operations to enter into those types of partnerships. Comfort Systems USA can offer those commitments and choices to you.





VCU

VIRGINIA COMMONWEALTH UNIVERSITY

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Our Strength

Over the last several years, the nation and our economy have experienced nearly unprecedented economic challenges. Contractors are frequently asked tough questions about their financial strength and staying power. We wanted to proactively address some of the questions and concerns you might have when evaluating us and our competitors.

How strong is your balance sheet?

With more than \$1.4 billion in revenues each year, our company has a rock solid foundation; in fact, we believe that for several years we have maintained one of the most consistently strong balance sheets in our industry. On December 31, 2014 we had \$32 million in cash. For the last several years, we have chosen to purchase rather than lease our vehicles, assets and inventory, minimizing payments and helping us achieve a *tangible* net worth on December 31, 2014 of more than \$100 million. We have a great relationship with vendors and suppliers, and because they know we can pay, we get the best prices, terms and delivery. We are publicly traded on the New York Stock Exchange company and you can look up our complete financials anytime you want on our web site or through the Securities and Exchange Commission's online resources (NYSE:FIX).

What is your bonding capacity?

In light of our financial strength and our track record, our bonding companies do not have express limits on our bonding facilities. We bond hundreds of millions in work each year at bonding rates that are the lowest we have encountered. In fact, given our net assets (which exceed some local and regional bonding companies), more and more of our customers do not feel they need to procure a bond when they work with us, and as our revenues have risen over the last several quarters our bonding use has actually been dropping. However, if you want a bond, we are happy to oblige.

Do you have a credit agreement? When does it expire and can you continue to meet the financial conditions?

We have a \$250 million revolving credit facility led by Wells Fargo. It is not scheduled to expire until 2019, and we have been assured we can extend it whenever we choose. We have done business with the same banks for years. Our facility contains two simple financial covenants, and at year end we exceeded these covenants by very, very wide margins. You can view our credit agreement at any time in our public filings.

Should we hire you just because you are financially strong?

You should hire us because our consistent performance has combined with prudent management to provide the financial strength that we describe. For fifteen years, even during the steep drop-off after September 11, 2001 and throughout the recent recessionary environment, we have had positive free cash flow every year. In our industry there is only one reliable source of cash: satisfied customers.



	A	B	C	D	E	F	G
1	ATTACHMENT A REFRIGERATION EQUIPMENT PREVENTATIVE MAINTENANCE/REPAIRS						
2							
3	PART A = 75%						
4	CARY & BELV	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL		
5	CARY & BELV (Market Café Dock)	HEATCRAFT	ODCU 3	M0H015X63C	T08F01400		
6	CARY & BELV (Market Café Dock)	HEATCRAFT	ODCU 1	MOH040X63C	T08F01494		
7	CARY & BELV (Market Café)	HEATCRAFT	EVAP 3E	ADT130AK	008E03117		
8	CARY & BELV (Market Café)	HEATCRAFT	EVAP 3EE	ADT130AK	008E03116		
9	CARY & BELV (Market Café)	HEATCRAFT	EVAP 1EE	LET120BK	008B07442		
10	CARY & BELV (Market Café)	HEATCRAFT	EVAP 1EE	LET120BK	008B67445		
11	CARY & BELV (Chili's - Freezer)	DURACOOOL	EVAP 4	AM15G1PR2	H002696		
12	CARY & BELV (Chili's - Freezer)	DURACOOOL	EVAP 4E	PR195MOP2	901917		
13	CARY & BELV (Chili's - Cooler)	DURACOOOL	ODCU	AM15G-1-PR-2	H002096		
14	CARY & BELV (Chili's - Cooler)	DURACOOOL	ODCU	PR202MOP	NA		
15	CARY & BELV (Chili's Beer Cooler)	DURACOOOL	EVAP	AM-090-1-1RC	H002696		
16	CARY & BELV (Chili's Beer Cooler)	DURACOOOL	ODCU	PROSNOP	NA		
17	PREVENTATIVE MAINTENANCE @ CARY & BELV	FIXED FEE PER QUARTER	ANNUAL FEE				
18		\$ 622.00	\$ 2,488.00				
19							
20	LAUREL & GRACE	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL		
21	LAUREL & GRACE (Ihop)	HEATCRAFT	ODCU	MOH014L63CF	T11C00718		
22	LAUREL & GRACE (Ihop)	HEATCRAFT	ODCU	MOH014L63CF	T11C01216		
23	LAUREL & GRACE (Croutons)	HEATCRAFT	ODCU	MOH025L63CF	T11G02244		
24	LAUREL & GRACE (Croutons)	HEATCRAFT	ODCU	MOH025L63CF	T11G10042		
25	LAUREL & GRACE (Raising Canes)	HEATCRAFT	ODCU	MOH025L63CF	T11G08649		
26	LAUREL & GRACE (Raising Canes)	HEATCRAFT	ODCU	MOH025L63CF	T11C00721		
27	LAUREL & GRACE (Croutons)	HEATCRAFT	EVAP	LET090BEWMC6K	T11E07180		
28	LAUREL & GRACE (Croutons)	HEATCRAFT	EVAP 1A	ADT090AEWMC6K	T11F13350		
29	LAUREL & GRACE (Ihop)	HEATCRAFT	EVAP	ADT090AEWMC6K	T11F13356		
30	LAUREL & GRACE (Ihop)	HEATCRAFT	EVAP 1A	LET065BEWMC6K	T11G06531		
31	LAUREL & GRACE (Raising Canes)	HEATCRAFT	EVAP	ADT090AEWMC6K	T11F13349		
32	LAUREL & GRACE (Raising Canes)	HEATCRAFT	EVAP 1A	LET047BEK	T11E09811		
33	PREVENTATIVE MAINTENANCE @ LAURAL & GRACE	FIXED FEE PER QUARTER	ANNUAL FEE				

	A	B	C	D	E	F	G
34		\$ 408.00	\$ 1,632.00				
35							
36	SHAHER CT DINING CENTER	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL		
37	SHAHER CT DINING CENTER	COLDZONE	ODCU	GTHN-5	C04239855		
38	SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B AE26-60B	F032139880702 C04239895-0702		
39	SHAHER CT DINING CENTER (freezer catering	COLDZONE	EVAP	AE26-92B	F032139880701 C04239895-0701		
40	SHAHER CT DINING CENTER (cooler 2nd floor	COLDZONE	EVAP	AE26-92B	F032139880704 C04239895-0601		
41	SHAHER CT DINING CENTER (freezer 2nd floor	COLDZONE	EVAP	AE26-92B	F032139881104 C04239895-0702		
42	SHAHER CT DINING CENTER (10-cooler 2nd floor)	COLDZONE TRENTON	EVAP	AE26-92B	F032139881105 NA		
43	SHAHER CT DINING CENTER (11-freezer 2nd floor)	COLDZONE	EVAP	AE26-92B	F032139881106 C04239895-0502		
44	SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	F032139881101		
45	SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	F032139881130		
46	SHAHER CT DINING CENTER (1-freezer catering	COLDZONE	EVAP	AE26-92B	C042398951002		
47	SHAHER CT DINING CENTER (2-cooler catering	COLDZONE	EVAP	AE26-92B	C042398951302		
48	SHAHER CT DINING CENTER (1-freezer catering	COLDZONE	EVAP	AE26-92B	C042398951001		
49	SHAHER CT DINING CENTER (3-cooler catering	COLDZONE	EVAP	AE26-92B	C042398950403		
50	SHAHER CT DINING CENTER (2-cooler catering	COLDZONE	EVAP	AE26-92B	C042398951301		
51	SHAHER CT DINING CENTER (7-freezer bake shop)	COLDZONE	EVAP	AE26-92B	C042398951305 C04239895-0501		
52	SHAHER CT DINING CENTER (4-cooler catering	COLDZONE	EVAP	AE26-92B	C042398951307 C04239895-1601		
53	SHAHER CT DINING CENTER	COLDZONE	EVAP	AE26-92B	C042398951312		
54	SHAHER CT DINING CENTER (5-cooler bake shop)	COLDZONE	EVAP	AE26-92B	C042398950901		
55	SHAHER CT DINING CENTER (7-cooler bake shop)	COLDZONE	EVAP	AE26-92B	C042398950902 C04239895-0402		
56	PREVENTATIVE MAINTENANCE @ SHAHER CT DINING CENTER	FIXED FEE PER QUARTER	ANNUAL FEE				
57		\$ 1,064.00	\$ 4,256.00				
58							
59	SNEAD	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL		
60	SNEAD (freezer)	HEATCRAFT	EVAP -FREEZER	LET065BMC6K	D07H02152		
61	SNEAD (cooler)	HEATCRAFT	EVAP - COOLER	ADT0S2AMC2K	D07H01792		
62	SNEAD (freezer)	HEATCRAFT	ODCU - FREEZER	LET065BMC6K	D07H02153		
63	SNEAD (cooler)	HEATCRAFT	ODCU - COOLER	ADT0S2AMC2K	D07H01782		
64	PREVENTATIVE MAINTENANCE @ SNEAD	FIXED FEE PER QUARTER	ANNUAL FEE				
65		\$ 318.75	\$ 1,275.00				
66							

	A	B	C	D	E	F	G
67	UNIV. COMMONS	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL		
68	UNIV. COMMONS (roof)	COLDZONE	ODCU	WF213988			
69	UNIV. COMMONS (Taco Bell Cooler)	COLDZONE	EVAP 3	AA2687BM AA26-87B	F03213098811S F032130988-1102		
70	UNIV. COMMONS (Subway Freezer)	COLDZONE	EVAP 5	AE26-60B	F032139880301		
71	UNIV. COMMONS (Taco Bell Cooler)	COLDZONE	EVAP 3 A	AA26-87BM AA26-87B	F03213999 F03213988-1103		
72	UNIV. COMMONS (Chick Fil A Freezer)	COLDZONE	EVAP 2	AE26-92B	F032139880702		
73	UNIV. COMMONS (Taco Bell Freezer)	COLDZONE	EVAP 2 A	AE26-92B	F032137880701		
74	UNIV. COMMONS (Freshii Cooler)	COLDZONE	EVAP 1	AA26-87B	F032139881101		
75	UNIV. COMMONS (Taco Bell Cooler)	COLDZONE	EVAP 1A	AA26-87B	F032139881104		
76	UNIV. COMMONS (Subway Cooler)	CHANDLER	EVAP 4	na	na		
77	UNIV. COMMONS (roof)	TRANE	MUA	AHAAZ00F	F03001992		
78	UNIV. COMMONS (roof)	TRANE	MUA	AHAAZ00F	F03001995		
79	UNIV. COMMONS (roof)	TRANE	MUA	AHAAZ00F	F03001994		
80	UNIV. COMMONS (roof)	TRANE	MUA	AHAAZ00F	F03001996		
81	UNIV. COMMONS (roof)	TRANE	MUA	AHAAZ00F	F03001997		
82	PREVENTATIVE MAINTENANCE @ UNIV. COMMONS	FIXED FEE PER QUARTER	ANNUAL FEE				
83		\$ 1,495.25	\$ 5,981.00				
84							
85	GATEWAY BLDG	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL		
86	GATEWAY BLDG (Einsteins Cooler walkin)	KOLPAK	EVAPS	PC69MOP	410030146		
87	GATEWAY BLDG (Einsteins on top of box)	KOLPAK	ODCU	PC69MOP	410030146		
88	GATEWAY BLDG (Einsteins freezer walkin)	KOLPAK	EVAPS	PC199LOP	410030186		
89	GATEWAY BLDG (Einsteins on top of box)	KOLPAK	ODCU	PC199LOP	410030186		
90	GATEWAY BLDG (Wendys cooler walkin)	KOLPAK	EVAPS	PC99MOP	410029830		
91	GATEWAY BLDG (Wendys cooler walkin)	KOLPAK	ODCU	PC99MOP	410029830		
92	GATEWAY BLDG (Wendys Freezer)	KOLPAK	EVAPS	PC249LOP	410029826		
93	GATEWAY BLDG (Wendys Freezer)	KOLPAK	ODCU	PC24920P	410029826		
94	PREVENTATIVE MAINTENANCE @ GATEWAY BLDG	FIXED FEE PER QUARTER	ANNUAL FEE				
95		\$ 428.00	\$ 1,712.00				
96							
97	JONAS/LARRICK	MANUFACTURER	EQUIPMENT TYPE	MODEL	SERIAL		
98	JONAS/LARRICK (roof)	HEATCRAFT	WI COOLER ODCU	ZM02035M63C	T09E02176		
99	JONAS/LARRICK (roof)	HEATCRAFT	WI FREEZER ODCU	MO2060C63CF	T09CL7110		
100	JONAS/LARRICK (roof)	COPELAND	COOLER ODCU	VJAF-022Z-CFV-020	N/A		

	A	B	C	D	E	F	G
101	JONAS/LARRICK (inside)	KENDALL	EVAP	SWINDR1080	21208		
102	JONAS/LARRICK (inside - freezer)	HEATCRAFT	EVAP - (6) FAN	LET240BEWPN06TKK	T09D12421		
103	JONAS/LARRICK (inside)	HEATCRAFT	EVAP - (3) FAN	ADT156AKK	T09C02830		
104	JONAS/LARRICK (inside)	HEATCRAFT	EVAP - (3) FAN	ADT156AEK	T09C02827		
105	PREVENTATIVE MAINTENANCE @ JONAS/LARRICK	FIXED FEE PER QUARTER	ANNUAL FEE				
106		\$ 383.00	\$ 1,532.00				
107							
108	*OUTDOOR COIL CLEANING ALL LOCATIONS (PERFORMED ANNUALLY)		ANNUAL FEE				
109	*Outdoor Coil Cleaning is included in our annual price for each location. If additional cleanings are needed they can be completed at a cost of \$2,250.00 for all locations.		\$ -				
110							
111							
112	TOTAL ALL LOCATIONS AND OUTDOOR COOLING UNIT		TOTAL ANNUAL FEE				
113			\$ 18,876.00				
114							
115							
116	PART B = 25%						
117	REPAIR RATES						
118							
119	Pricing Schedule: Fully Burdened Labor Rates to include wages, overhead, administrative costs, travel, and all other costs including profit) :	Regular (7:30am to 4:30PM) Hourly Rate	Overtime (after 4:30PM)/Weekends/Holiday Hourly Rates				
120	SUPERVISOR	\$ 128.00	\$ 192.00				
121	JOURNEYMAN	\$ 128.00	\$ 192.00				
122	ASSISTANT	\$ 36.00	\$ 54.00				
123							
124	List Other Services Offered	Regular Time	Overtime				
125	Plumber	128	192				
126	Building Automation Technician	128	192				
127	Water Treatment	128	192				
128	Project Manager	128	192				
129	Project Engineer	128	192				
130	Sheet Metal Installation	128	192				
131	Supervisors (all)	128	192				

	A	B	C	D	E	F	G
132	Fabrication Shop Services	128	192				
133	BIM Modeling	128	192				
134	Piping/Welding Technician	128	192				
135	Test & Balance Technician	128	192				
136	Electrician	128	192				
137	Thermography Technician	128	192				
138	HVAC Technician	128	192				
139	Any offeror who enters \$0 on a pricing blank or leaves it blank shall be considered nonresponsive.						
140							
141	Price = 30 possible points						
142	Part A = 75%						
143	Part B = 25%						

Basic Checklist

CONTRACT INFORMATION				
Buyer: Cheryl A Price	EP: 2613642	Procurement Method: Contract Order	FY: 2018	Date of turnover: 08/15/2017

OPTIONAL INFORMATION		
Master EP:	Contract Start / End: /	
Addenda: (number)	Contract #: DEB07012016MC (no dashes)	This contract renews annually: <input type="checkbox"/> Y
Qatar: <input type="checkbox"/> Y	Renewal Options: None	Mega Contract: <input type="checkbox"/> Y Type: (type)
<u>Buyer Notes:</u>		

	Electronic	Hard-copy	N/A
■ PROPRIETARY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
■ CONTRACT DOCUMENTS			
1. Contract Order, Demand Payment & SWaM Spot Award			
	Electronic	Hard-copy	N/A
A. Purchase Order	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Quote/Proposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Miscellaneous	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. QQ & BVAs			
	Electronic	Hard-copy	N/A
A. Purchase Order	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Contract document (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Proposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Negotiation documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Bid tab (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Evaluation justification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Solicitation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Vendor List	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Miscellaneous	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Sole Source/Emergency			
	Electronic	Hard-copy	N/A
A. Purchase Order	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Contract document (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Posting (SS posted in eVA, Emergency posted in reception area, over \$50K – both)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Justification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Market research/Correspondences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Miscellaneous	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>