



VCU

Procurement Services

July 26, 2023

Sheila Harold, Vice President
Moseley Architects
3200 Norfolk St.
Richmond, VA 23230

RE: Contract #: 7748325CP-2
Renewal No.: Contract Extension

Ms. Harold,

Your firm's contract with Virginia Commonwealth University (VCU) for **Interior Design Services** expires on **September 30, 2023**. VCU intends to extend this contract for the period of October 1, 2023 through December 31, 2023, after which the contract shall terminate.

Your signature constitutes your firm's acceptance of this extension, 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.

☒ Pricing remains the same as the previous contract period.

☒ By signing and submitting this contract extension 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 and any questions you have may be emailed to sfclark@vcu.edu.

Sincerely,

Susan Lewis

Susan Lewis, 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 #: : 7748325CP-2 – Interior Design Services

RESPONSE:

Moseley Architects

Name of Firm

Sheila A. Harold

Signature

Sheila A. Harold, CID, IIDA, LEED AP BD&C

Name Printed

Vice President, Director of Interior Design

Title

July 31, 2023

Date



VCU

Procurement Services

May 17, 2023

Sheila Harold, Vice President
Moseley Architects
3200 Norfolk St.
Richmond, VA 23230

RE: Contract #: 7748325CP-2
Renewal No.: Contract Extension

Ms. Harold,

Your firm's contract with Virginia Commonwealth University (VCU) for **Interior Design Services** expires on **June 30, 2023**. VCU intends to extend this contract for the period of July 1, 2023 through September 30, 2023, after which the contract shall terminate.

Your signature constitutes your firm's acceptance of this extension, 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.

☒ Pricing remains the same as the previous contract period.

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Sincerely,

Susan Lewis

Susan Lewis, 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 #: 7748325CP-2 – Interior Design Services

RESPONSE:

Moseley Architects

Name of Firm

Sheila A. Harold

Signature

Sheila A. Harold, CID, IIDA

Name Printed

Vice President, Director of Interior Design

Title

May 18, 2023

Date



VCU

Procurement Services

January 23, 2023

Sheila Harold, Vice President
Moseley Architects
3200 Norfolk St.
Richmond, VA 23230

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

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

RE: Contract #: 7748325CP-2
Renewal No.: Contract Extension

Ms. Harold,

Your firm's contract with Virginia Commonwealth University (VCU) for **Interior Design Services** expires on **February 21, 2023**. VCU intends to extend this contract for the period of February 22, 2023 through June 30, 2023, after which the contract shall terminate.

Your signature constitutes your firm's acceptance of this extension, 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.

☒ Pricing remains the same as the previous contract period.

☒ By signing and submitting this contract extension 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 and any questions you have may be emailed to sfclark@vcu.edu.

Sincerely,

Susan Lewis

Susan Lewis, VCCO
Senior Buyer

Contract #: : 7748325CP-2 – Interior Design Services

RESPONSE:

Moseley Architects

Name of Firm

Sheila A. Harold

Signature

Sheila A. Harold

Name Printed

Vice President, Director of Interior Design

Title

January 30, 2023

Date



VCU

Procurement Services

January 24, 2022

Sheila Harold
Moseley Architects
3200 Norfolk Street
Richmond VA 23230

RE: Contract #: 7748325CP-2
Renewal No.: Four of Four available

Ms. Harold,

Your firm's contract with Virginia Commonwealth University (VCU) for **Interior Design Services** expires on **2/21/2022**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 7748325CP-2.

Services shall be provided for renewal period: 2/22/2022 through 2/21/2023.

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, 23284.

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, CUPO, VCCO
Senior Buyer

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

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

Contract #: 7748325CP-2 Interior Design Services

RESPONSE:

Moseley Architects

Name of Firm

Sheila A. Harold

Signature

Sheila A. Harold

Name Printed

Vice President, Director of Interior Design

Title

January 26, 2022

Date



VCU

Procurement Services

January 6, 2021

Sheila Harold
Moseley Architects
3200 Norfolk Street
Richmond VA 23230

RE: Contract #: 7748325CP-2
Renewal No.: Three of Four available

Ms. Harold,

Your firm's contract with Virginia Commonwealth University (VCU) for **Interior Design Services** expires on **2/21/2021**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 7748325CP-2.

Services shall be provided for renewal period: 2/22/2021 through 2/21/2022.

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.

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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, 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 #: 7748325CP-2 Interior Design Services

RESPONSE:

Moseley Architects

Name of Firm

Sheila A. Harold

Signature

Sheila A. Harold

Name Printed

Vice President, Director of Interior Design

Title

January 7, 2021

Date



VCU

Procurement Services

January 13, 2020

Sheila Harold
Moseley Architects
3200 Norfolk Street
Richmond VA 23230

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

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

RE: Contract #: 7748325CP-2
Renewal No.: Two of Four available

Ms. Harold,

Your firm's contract with Virginia Commonwealth University (VCU) for **Interior Design Services** expires on **2/21/2020**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 7748325CP-2.

Services shall be provided for renewal period: 2/22/2020 through 2/21/2021.

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.

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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

Contract #: : 7748325CP-2 Interior Design Services

RESPONSE:

Moseley Architects

Name of Firm

Sheila A. Harold

Signature

Sheila A. Harold

Name Printed

Vice President, Director of Interior Design

Title

January 23, 2020

Date



Procurement Services

February 12, 2019

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

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

Sheila Harold
Moseley Architects
3200 Norfolk Street
Richmond VA 23230

RE: Contract #: 7748325CP-2
Renewal No.: One of Four available

Ms. Harold,

Your firm's contract with Virginia Commonwealth University (VCU) for **Interior Design Services** expires on **2/21/2019**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 7748325CP-2.

Services shall be provided for renewal period: 2/22/2019 through 2/23/2020.

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.

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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.

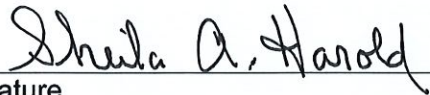
Sincerely,
Teresa L. Hall, VCO, CUPO, VCCO
Senior Buyer

Contract #: : 7748325CP-2 Interior Design Services

RESPONSE:

Moseley Architects

Name of Firm



Signature

Sheila A. Harold, CID, IIDA

Name Printed

Vice President, Director of Interior Design

Title

February 13, 2019

Date



VCU

Procurement Services

Virginia Commonwealth University Notice of Award

To: Sheila Harold
Moseley Architects

Re: Virginia Commonwealth University
RFP 7748325CP for Interior Design Services
Contract Number: 7748325CP-2

Sheila,

Moseley Architect proposal dated 10/16/2017 for the Request for Proposal and interior design services for Virginia Commonwealth University performed on an as-needed basis has been considered and you are a successful bidder. You are hereby notified that you have been awarded a contract to provide as-needed project type services. The project is subject to the provisions stated in the Request for Proposal dated 9/18/2017.

The Facilities Management team will serve as Contract Administrators for this contract and shall use all powers under the contract to enforce its faithful performance. A purchase order will be issued and the purchase order number must be referenced on each invoice submitted. The Contract Administrator shall approve all invoices submitted for payment and assure that all services have been performed in accordance with the contract terms and conditions. The Contract Administrator, or his designee, shall not have the authority to approve changes in the contract which may alter the concept or which calls for an extension of time or a change in the contract price. Any modifications made must be authorized by Procurement Services as a written addendum to the contract.

VCU is looking forward to a successful working relationship with Moseley Architect during this contract period.

If you have any questions or concerns, please feel free to contact me at (804) 828-5954.

John Kostyniuk
Manager-Construction, A and E and facilities
Virginia Commonwealth University



VCU

Procurement Services

**Commonwealth of Virginia
Standard Contract**

Contract Number: 7748325CP-2

This optional use contract entered into on February 22, 2018 by Moseley Architects, 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 February 22, 2018 through February 21, 2019 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.

The contract documents shall consist of:

- (1) This signed form
- (2) The RFP 7748325CP dated September 18, 2017 including Addendum Number One dated October 9, 2017
- (3) The revised pricing schedule dated December 12, 2017
- (4) The contractors Proposal dated October 16, 2017

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:

- (1) This signed form
- (2) The RFP 7748325CP dated September 18, 2017 including Addendum Number One dated October 9, 2017
- (3) The revised pricing schedule dated December 12, 2017
- (4) The contractors Proposal dated October 16, 2017

ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties and supersedes all prior oral or written agreements.

Signature Page To Follow



VCU

Procurement Services

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

Contractor: Moseley Architects

By: Sheila A. Harold

Date: 2/26/18

Name Printed: Sheila A. Harold

Title: Vice President, Director of Interior Design

Purchasing Agency: Virginia Commonwealth University

By: Karol Kain Gray

Date: 3/9/18

Name Printed: Karol Kain Gray

Title: VP for Finance and Budget

PRICE SCHEDULE - ATTACHMENT A

ATTACHMENT A PRICE SCHEDULE

Revised 12.12.17

RFP SPECIFIED CLASSIFICATION:	HOURLY RATE
Principal:	\$ 141
Project Manager (IDPM):	\$ 108
Senior Interior Designer:	\$ 104
Junior Interior Designer:	\$ 81
Interior Designer:	\$ 89
Furniture Installation Project Manager (FIPM):	\$ 108
Administator:	\$ 63
Adjunct Project Manager:	\$ 140

*Sustainability Coordinator \$123

*Construction Administrator \$118

**Hourly rates for these roles have been added to reflect our proposed project team.*

Request for Proposals

RFP #: 7748325CP

RFP Title #: INTERIOR DESIGN SERVICES

Issuing Agency: Virginia Commonwealth University

Issue Date: September 18, 2017

Closing Date: October 16, 2017 @ 2:00 PM EST



A VASCUPP Member Institution

Request for Proposals RFP #7748325CP

Issue Date: September 18, 2017

Title: Interior Design Services

Send all Proposals To: Virginia Commonwealth University
RFP #7748325CP
Attention: Cheryl Price
912 W Grace St, 5th floor
Richmond, Virginia 23284-0327

Proposals Shall Be Received Until: October 16, 2017 @ 2:00 PM EST

Direct ALL inquiries concerning this RFP to: Cheryl Price, Senior Buyer (caprice@vcu.edu)

Questions concerning this RFP must be received via email no later than: October 4, 2017 @ 2:00 PM

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 #7748325CP, 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#7748325CP, ATTN: Cheryl Price, 912 W. Grace St., RICHMOND, VA 23284-0327. 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:

_____	Date: _____
_____	By (Signature In Ink): _____
_____ Zip Code _____	Name Typed: _____
E-Mail Address: _____	Title: _____
Telephone: (____) _____	Fax Number: (____) _____
Toll free, if available	Toll free, if available
DUNS NO.: _____	FEI/FIN NO.: _____
REGISTERED WITH eVA: () YES () NO	SMALL BUSINESS: () YES () NO
VIRGINIA DSBSD CERTIFIED: () YES () NO	MINORITY-OWNED: () YES () NO
DSBSD CERTIFICATION #: _____	WOMEN-OWNED: () YES () NO

ACKNOWLEDGE RECEIPT OF ADDENDA IF APPLICABLE: #1____#2____#3____#4____#5____ (PLEASE INITIAL)

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

THIS SOLICITATION CONTAINS 24 PAGES.

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I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to establish a term contract with one or more qualified interior design consulting firms for Interior Design Services for Virginia Commonwealth University (the lead issuing institution and hereafter referred to as “the University” or “VCU”).

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

V. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held at **2:00 PM on September 28, 2017** at the:

**VCU Procurement Services Conference Room
912 W. Grace St., 5th Floor
Richmond, Va 23284**

For directions and paid parking information visit:

<http://business.vcu.edu/about-the-school/our-location/directions--parking/>

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.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged 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.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- “Dial-In” numbers:
 - 866-842-5779 (United States and Canada)
 - 832-445-3763 (International)
- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- “Dial-In” at the scheduled date and time.

Note: Offerors who participate in the pre-proposal conference via conference call shall submit an email to Cheryl Price at caprice@vcu.edu at least one (1) business day prior to the pre-proposal conference, confirming the Offerors participation and the Offeror’s contact information.

VI. BACKGROUND

A. Internal Resources:

VCU Facilities Management employs Interior Design Project Managers (VCU IDPMs) to oversee the interior design projects on the two (2) VCU academic campuses: the Monroe Park Campus and the MCV Campus; they work in tandem with VCU Architectural Project Managers, or individually when architecture is not part of the scope.

B. Projects:

Projects at VCU vary in size and quantity. Project scope may range from minor consultation for finishes and furniture, to large capital projects involving early planning tasks through to final installation and punch list completion.

VCU anticipates that all interior design services performed/provided by the Contractor will

be on the Monroe Park Campus and/or the MCV Campus (projects for the MCV Campus do not include hospital related spaces).

C. Resources:

1. Leadership in Energy and Environmental Design (LEED):
<http://www.fmd.vcu.edu/construction/index.html>
2. Design and Construction Standards:
<http://www.fmd.vcu.edu/construction/index.html>
3. Sign Standards: <http://www.fmd.vcu.edu/planningdesign/signage.html>

VII. STATEMENT OF NEEDS:

VCU requests services, as detailed in **ATTACHMENT B - *Interior Design Services provided by Interior Design Consultant.***

- A. The Contractor should, for each assigned project, provide Interior Design Services; as specified in **ATTACHMENT B - *Interior Design Services provided by Interior Design Consultant;*** including labor, supervision, equipment, materials, supplies and incidentals, as required.
1. The Contractor may be asked to serve in the role of an adjunct interior design project manager by overseeing and managing the work of design consultants (not the Contractor's firm). This may include meeting with end users to establish scope of project and individual scope of work of all project resources, establish and manage budget and schedule, manage all project communications, both internal and external, analyze and propose product resources and how VCU will obtain those, manage the process of obtaining all necessary resources for complete and timely project delivery.
- B. **CONTRACTOR PERSONNEL REQUIREMENTS:**
The Contractor shall:
1. Verify that the following assigned personnel are certified as a "Commonwealth of Virginia Certified Interior Designer":
 - a) The "Principal";
 - b) The "IDPM"; and all
 - c) "Senior Interior Designers."
 2. Notify the VCU Interior Design Project Manager, as soon as possible, of any changes to personnel within the firm's VCU team.
 3. Guarantee Confidentiality:
The Contractor's personnel may have access to confidential information regarding employees, students, patients, or the public, or to proprietary or other confidential business information belonging to Virginia Commonwealth University (VCU). VCU and its employees, students, patients, or others may suffer irreparable harm by disclosure of confidential or proprietary information and VCU may seek legal remedies available to it should such disclosure occur.

The Contractor's personnel shall not:

- a) Access data that is unrelated to their job duties at VCU.
- b) Disclose to any other person, or allow any other person access to, any information related to VCU that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic email messages, voice mail communication, written documentation, "loaning" computer access codes, and/or other transmission or sharing of data.

C. OWNERSHIP OF INTELLECTUAL PROPERTY:

1. All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract should become the sole property of VCU.
2. Upon request from VCU, the Contractor should promptly provide an acknowledgment or assignment in a tangible form satisfactory to VCU, to evidence VCU's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

D. PRICE REQUIREMENTS:

1. Hourly Rates:

- a) The Hourly Rate should be inclusive of all costs associated with providing the Interior Design Services specified herein, to include, but not limited to all applicable:
 - 1) Travel
 - 2) Tolls
 - 3) Parking
 - 4) Presentation materials (unless previously authorized by the VCU IDPM)
 - 5) Fax transmission/electronic submissions (e.g. CDs, DVD, etc.)
 - 6) Local/long distance/cellular telephone calls
 - 7) Project "Close-out Manuals"
 - 8) As Built drawings

2. Billable Expenses: The Contractor, may upon prior approval from the VCU IDPM, bill (at the Contractor's actual cost) separately for furnishing multiple copies of the final drawings (this should be the only cost not included in the "Hourly Rates"); the Contractor shall provide documentation of its actual costs to the VCU IDPM.

3. Firm should provide pricing in accordance with "**ATTACHMENT A - PRICE SCHEDULE.**"

E. CONTRACTOR QUESTIONNAIRE

Referring to **ATTACHMENT B - *Interior Design Services Provided by Interior Design Firm***, as a basis of service expected, please respond to the following:

1. Provide your firm's Experience and Qualifications:
 - a. the number of years your firm has provided the interior design services as specified herein
 - b. the size and scope of interior design projects for which your firm typically provides interior design services
 - c. resume' for each staff proposed for VCU work

2. Describe your experience in providing services to higher education facilities.
3. According to A.1, under VII Statement of Needs, explain your experience in providing this type of service to higher education facilities, including how you prepared to assume an “in-house” staff role. Include specific project description and staff involved.
4. When developing a fee proposal, describe how you estimate time requirements per task and how you ensure the time spent is efficiently utilized.
5. Describe your firm’s philosophy for developing design recommendations. How do you ensure those recommendations are in the client’s best interest?
6. Describe how your firm develops project cost estimates.
7. Describe how your firm will keep the project within budget.
8. Describe how your firm will keep the project on schedule.
9. Describe how your firm provides quality control of drawings and specifications.
10. Describe how your firm ensures consistent, thorough and accurate communication on a project.
11. Explain how you warranty your design work.
12. Describe a project where you teamed with a furniture dealership at the beginning of a project and how the roles of all were organized, defined and performed. Include examples of challenges that arose and how you resolved them to provide customer satisfaction.
13. Describe other services provided by your firm that may be utilized by VCU.
14. How much advance notice will your firm require to initiate interior design services?

VIII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. Instructions are as follows:

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 rejection 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.

1. In order to be considered for award, proposal submissions must contain, at minimum, the following:
 - a. Company Qualifications and Experience
 - b. A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.
 - c. Price Schedule – **Attachment A**

- d. SWaM documentation as required in **Section X**
 - e. Completed Contractor Questionnaire **on separate sheet(s) of paper with firm name at top.**
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 may ultimately result in rejection of the Proposal.
 3. Acknowledge receipt of Addenda(s) found at the bottom of page 2 (if applicable).
 4. Submit one (1) original and five (5) hard copies (paper) of the entire Proposal, including all attachments and all proprietary information (see #6 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. 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.
 6. 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.**
 7. 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
 8. 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.
 9. 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.

10. 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.
11. **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*.
12. Additional information is available at: <http://go.vcu.edu/procurement-purchasing>

IX. PRICING SCHEDULE:

Offeror should provide pricing as described in **Attachment A – “PRICE 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 XIV: 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(s) which, in its opinion, has made the best offer, and shall award the contract to that Offeror(s). 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

Qualifications and Experience	30%
Methodology/Approach	30%
Pricing Schedule	30%
SWaM Status/Utilization*	10%

**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. 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.)
- R. 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.
- S. 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.
- T. 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.
- U. 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.

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. **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.
- C. **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.

D. AWARD OF CONTRACT:

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (*Governing Rules Section 49-D*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

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.

- E. **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.

- F. 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.
- G. PROPOSAL PRICES: Proposal prices shall be in the form of a firm unit price for each item during the contract period.
- H. 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.
- I. 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: _____

Subcontractor Name: _____

License# _____ Type: _____

- J. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
 - i. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - ii. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - iii. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.
- 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. **IDENTIFICATION OF PROPOSAL:** The proposal package should be identified as follows:

From: _____
Name of Offeror Due Date Time

Street or Box Number RFP No.

City, State, Zip Code +4 RFP Title

Name of Contract / Purchase Officer or Buyer: **Interior Design Services/Cheryl Price**

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.

- M. **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.
- N. **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. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

- O. **RENEWAL OF CONTRACT:** The initial term of the contract shall be one (1) year. This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original contract.

Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately sixty (60) days prior to the expiration date of each contract period: 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

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 Service 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.

- P. 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.
- Q. 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.
- R. WORK ESTIMATES: 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
- S. 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.
- T. 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.
- U. 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.

- V. 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.

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

i. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 0.75%, Capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 0.75%, Capped at \$1,500 per order.

ii. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, Capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 1%, Capped at \$1,500 per order.

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

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

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

X. 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).**

Y. 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.

Z. 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.

AA. CRIMINAL BACKGROUND CHECK:

The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations.

<https://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.

BB. 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.

CC. 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 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 below.

XVI. ATTACHMENT(S):

ATTACHMENT A - PRICE SCHEDULE

ATTACHMENT B - VCU FM INTERIOR DESIGN SERVICES PROVIDED BY
INTERIOR DESIGN CONSULTANT

ATTACHMENT C - FURNITURE SPECIFICATION SHEET

Appendix III: Exceptions

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

[illegible]

ATTACHMENT A
PRICE SCHEDULE

RFP SPECIFIED CLASSIFICATION:	HOURLY RATE
Principal:	\$
Project Manager (IDPM):	\$
Senior Interior Designer:	\$
Junior Interior Designer:	\$
Interior Designer:	\$
Furniture Installation Project Manager (FIPM):	\$
Administator:	\$
Adjunct Project Manager:	\$

ATTACHMENT B

Virginia Commonwealth University Facilities Management
Interior Design Services provided by Interior Design Consultant
(Attachment B)
9/1/17

General Requirements – The following are the required services by the Interior Design Consultant (ID).

1. Project Start Up:
 - a. The ID firm shall attend an initial meeting with the VCU end user and project managers to determine the project scope, project cost and budget development, schedule and required interior design services. Number of user groups and decision/approval matrix should also be determined. One point of contact from the user group is desired.
 - b. The ID firm shall provide the VCU Interior Design Project Manager (IDPM) with a fee proposal for Phase 1 – Programming and Conceptual Design Development. A fee proposal for the remainder of the services will be requested upon approval of the project concept and budget.
 - c. The ID firm shall only proceed with the work upon receipt of a VCU purchase order.
2. Project Management – The ID firm will assign a project team to include the Project Manager and design staff. The project manager shall be a Virginia certified (CID) senior level interior designer, pre-approved by VCU, and will be the primary contact by VCU. The project manager shall:
 - a. Reference VCU's Design & Construction Standards for use on all projects. [VCU Design & Construction Standards](#)
 - b. Develop and maintain a project work plan which includes schedule, meetings, deliverables, tasks and all project milestones.
 - c. Communicate with the VCU Interior Design Project Manager (IDPM) on all project matters.
 - d. Schedule, plan, and run all project meetings. Prepare and distribute agendas and meeting minutes following VCU IDPM approval.
 - e. Ensure all project fee proposals will include up to two design revisions, within each phase.
 - f. Assist VCU in project strategy development to include budget and schedule limitations and how to exceed user expectations.
 - g. The ID will provide services as needed for post occupancy warranty resolution issues.
3. Project Budget Development – The ID firm will assist VCU, as required, in estimating probable project costs which may include furnishings, construction (if a renovation project) including finishes and specialty services (i.e. graphics), fees, and other, using historic and/or current cost data for similar projects and furnishings cost data as provided by manufacturers and dealerships. Budget development is an on-going part of all projects and continuously updated as the project phases evolve.
4. Phase I – Programming and Conceptual Design:
 - a. Programming:
 - i. Obtain existing drawings and verify field dimensions, if renovation.
 - ii. User Interviews to obtain all programmatic requirements including space and circulation needs, furnishings and equipment needs, forecasted growth, and aesthetic requirements.
 - iii. Include re-use/refurbishment of existing F&E, if requested. Include details and photographs in the excel spreadsheet.
 - b. Conceptual Design:
 - i. Develop space and generic furniture and equipment (F&E) layouts, including any existing F&E that will remain and/or be refurbished.
 - ii. Develop finishes, graphics, and fabric palettes that align with architectural finishes and meet VCU use requirements.
 - iii. Prepare a preliminary furniture budget, in excel spreadsheet format, with these attributes:
 1. Each room listed by floor, room number, name, department name
 2. Generic furniture description
 3. Quantity
 4. Unit estimated cost, installed
 5. Total estimated cost, installed

6. Notes
 7. Additional columns for Manufacturer, Vendor, Final unit and total cost
 8. Searchable by floor, room name, and generic furniture description
 - iv. Present Program narrative, budget, and schedule to VCU IDPM and user in binder format. Revise as required.
 - v. VCU may request that furniture dealership(s) collaborate with the ID in the furniture selection, finish, and pricing options.
5. Phase II – Remaining Services – If the project is approved to move forward, the VCU IDPM, user, and ID will discuss what services will be required. The ID will prepare a fee proposal for this phase, detailing all tasks, submittals, documents, schedule, budget, and all other terms of the scope of work. Upon approval of the fee proposal and receipt of a VCU purchase order, the ID will perform (any or all as agreed upon):
- a. **Design Development**, including up to two (2) revisions.
 - b. **Contract Documents/Bid Documents**, including data/electric, millwork, lighting, etc., but not requiring stamped architectural documents. ID to meet with internal VCU staff as needed. Note, CAD furniture floor plans must be submitted to VCU's Plan Room at start of construction.
 - c. **Furnishings selection and dealer selection coordination** – Selected dealership(s) will lead the furniture selection process, using the Program, Conceptual and developed design, and preliminary budget. The ID will consult with the dealership(s), as needed, throughout the selection process. Charrettes, presentation review, editing, work sessions, etc., are considered standard means to achieve this. The dealership(s) will prepare final cost data for new furniture, and the ID firm will confirm budget and schedule meet and align with project requirements, prior to user presentation. The ID will also prepare Furniture Specification Sheet(s), using VCU's format, which give overall furniture specifications, photographs, color samples, and cost value information per furniture type.
 - d. **Furnishings installation coordination** – in association with the dealership(s), user, IDPM, construction project manager, general contractor, Furniture Installation Project Manager, Move Manager and others, conduct planning meetings and prepare installation plans, schedules, binders, room identifiers and color coded floor plans for the new and existing furniture installations. Unless otherwise instructed, the ID firm is fully responsible for the entire furniture installation, including scheduling and on site supervision.
 - e. **Construction administration** – of finishes, millwork, lighting, etc., within the scope of the ID work, including answers to Request for Information during procurement process.
 - f. **Punch List Development** of interior renovations, finishes, and/or furniture, etc., within the scope of the ID work.
 - g. **Training** of users in product use, manufacturers cleaning recommendations, maintenance, and all warranty parameters. This information should also be clearly written and documented in the project close out manual. Warranty information must include all components of an item (i.e. fabric and chair frame).
 - h. **LEED Data gathering** and submittal
 - i. **Interior graphics and/or signage**, using VCU's sign standards, to be defined as needed.
 - j. **Project Close Out** – includes:
 - i. Close Out Manual – two (2) binder submittals required (consider adding to the binder submittal at the end of Phase 1) to include all of the following:
 1. All final furniture plans and other drawings
 2. Final furniture selections – photographs of the final, installed piece of furniture, showing the final finish and fabric selections, including vendor contact information and final pricing.

3. Final finish samples, or photographic images of same, noted with Finish Key legend and specifications. Small format preferred.
 4. LEED, testing (if applicable), cleaning, and warranty information (see "g." above).
 5. Final project cost data.
- ii. As Built Drawing Documentation - ID will provide the As Built drawing set that reflect all design decisions and changes made during installation or after the installation drawings were finalized.

VCU Requirements

1. Propose best furniture solutions, including finishes and fabrics, to meet VCU's needs. Pay particular attention to upholstery fabric selections (fiber content, backings, cleaning requirements, durability and manufacturer seaming). The use of COM textiles must be pre-approved by VCU and must be considered on how it may impact manufacturer product warranties. All VCU facilities receive extreme use. Proposed products must meet high durability requirements. All proposed products must meet building and fire safety codes. Furniture solutions should be what is best for VCU and user needs and not limited to one manufacturer.
2. Notify the VCU IDPM immediately if an end user contacts you directly with conflicting programmatic requirements or additional service requests. Do not proceed without approval from the VCU IDPM.
3. Never use modesty panels or workstation panels against walls. All data/electrical outlets must be accessible.
4. VCU prefers to utilize established purchasing contracts. The VCU IDPM must give permission to waiver from this requirement.

The following are considered additional services and not included in primary contract:

1. Revisions due to change in project scope/design direction.
2. Excessive schedule changes or project delays.
3. Revisions in excess of required minimum.
4. Change order/VE due to user/IDPM/Dealership changes, changes to budget, etc.
5. Meetings that consistently exceed quantitative number and/or timeframes.
6. Allowable research & documentation for design/product application in unusual circumstances.
7. BCOM or City of Richmond coordination.
8. Furniture specifications (if dealership(s) are not involved).



Virginia Commonwealth University

ATTACHMENT C

Furniture Specification Sheet

Date:

Revised:

Tag #

Project Name:

Location(s):

(keyed to plan)

Quantity:

Manufacturer:

Photograph/Illustration

Product Name:

Product Number:

Description:

Dimensions:

Finishes:

Construction:

Special Features:

Special Instructions:

Finish Specification(s) and Color Representation(s)



Level™ Certification of this product:

LEED Credits this product supports:

Specifier:

MOSELEYARCHITECTS

3200 Norfolk Street
Richmond, VA 23230
P: (804) 794-7555

October 16, 2017

Re: Interior Design Services

Cheryl Price, Senior Buyer
Virginia Commonwealth University
912 W. Grace Street, 5th Floor
Richmond, VA 23284-0327

Dear Ms. Price and Members of the Selection Committee,

Moseley Architects has been serving Virginia's public universities for more than 20 years. During this time, our interior design team has provided a wide range of services to higher education clients, from minor consultation for finishes and furniture to large capital projects. Our success with colleges and universities is based in large part to an inclusive and participatory design process stemming from the belief that the active involvement of our clients and facility users leads to better interior design solutions.

Interior Design Experience

Moseley Architects interior design studio has completed more than 200 projects for public sector clients, including 25 projects at higher education institutions. Choosing finishes, defining the details of building interiors, and selecting furniture, Moseley Architects' interior designers guide our clients through the important decisions that shape the character of their buildings' indoor spaces. We develop cohesive and complementary interior design solutions that are visually appealing, highly-functional, and durable.

Experience Servicing Similar Term Contracts

We have been fortunate to repeatedly serve Virginia universities on similar term contracts, many of which required interior design services. Although the types of task orders vary, what does not falter is our commitment to providing high-quality, value-based, and timely services for projects both large and small. Our portfolio of term contract clients includes James Madison University, Old Dominion University, the Virginia Community College System, and Northern Virginia Community College.

Familiarity with Virginia Commonwealth University

We have also been fortunate to maintain an excellent working relationship with your university for many years. Our project experience includes the LEED Gold Cary Street Gymnasium, the LEED Silver Jonah Larrick Student Center, your School of Business and School of Engineering, and most recently, your LEED Silver Cabell Library renovation and addition. As a result of

October 16, 2017

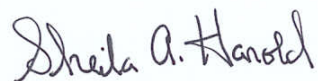
Page 2

this experience, we are thoroughly familiar with the long term vision of your current campus master plan, your campus design standards and goals, and the Virginia Higher Education Capital Outlay Manual (HECOM) for VCU.

As director of interior design at Moseley Architects and a company vice president, I am enthusiastic about the opportunity to serve VCU as the Principal-In-Charge for this term contract. Our team is looking forward to an opportunity to meet with the VCU Interior Design Project Managers, and any other key stakeholders to discuss your interior design needs at your Monroe Campus and MCV Campus.

If you have any questions about this submittal, or wish to schedule an interview, please call me at (804) 794-7555 or I can be reached via e-mail at sharold@moseleyarchitects.com.

Sincerely,

A handwritten signature in dark ink that reads "Sheila A. Harold". The signature is fluid and cursive, with the first name "Sheila" being more prominent than the last name "Harold".

Sheila Harold, CID, LEED AP
Principal-In-Charge

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Request for Proposals RFP #7748325CP

Issue Date: September 18, 2017

Title: Interior Design Services

Send all Proposals To: Virginia Commonwealth University
RFP #7748325CP
Attention: Cheryl Price
912 W Grace St, 5th floor
Richmond, Virginia 23284-0327

Proposals Shall Be Received Until: October 16, 2017 @ 2:00 PM EST

Direct ALL inquiries concerning this RFP to: Cheryl Price, Senior Buyer (caprice@vcu.edu)

Questions concerning this RFP must be received via email no later than: October 4, 2017 @ 2:00 PM

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 #7748325CP, 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#7748325CP, ATTN: Cheryl Price, 912 W. Grace St., RICHMOND, VA 23284-0327. 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:

Moseley Architects

Date: October 16, 2017

3200 Norfolk Street

By (Signature In Ink): Sheila A. Harold

Richmond, VA Zip Code 23230

Name Typed: Sheila Harold

E-Mail Address: sharold@moseleyarchitects.com

Title: Vice President, Director of Interior Design

Telephone: (804) 794-7555

Fax Number: (804) 355-5690

Toll free, if available

Toll free, if available

DUNS NO.: 058907353

FEI/FIN NO.: 54-0901270

REGISTERED WITH eVA: ☒ YES ☐ NO

SMALL BUSINESS: ☒ YES ☐ NO

VIRGINIA DSBSD CERTIFIED: ☒ YES ☐ NO

MINORITY-OWNED: ☐ YES ☒ NO

DSBSD CERTIFICATION #: 647781

WOMEN-OWNED: ☐ YES ☒ NO

ACKNOWLEDGE RECEIPT OF ADDENDA IF APPLICABLE: #1 SHH #2 _____ #3 _____ #4 _____ #5 _____ (PLEASE INITIAL)

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

THIS SOLICITATION CONTAINS 24 PAGES.



RFP 7748325CP- Addendum #1

ADDENDUM NO.1 TO ALL OFFERORS:

Date: October 9, 2017
Reference - Request for Proposals: RFP# 77748325CP
Title: Interior Design Services
Issue Date: September 18, 2017
Proposal Due: October 16, 2017

The Addenda includes the following Q & A information:

1. Page 8, Question #11: Would you expound on what items need to be warranted? Upholsteries? Flooring? What aspects of the “design work?” (Construction documents? Specifications?)

RESPONSE: All materials proposed by a firm must be warranted and provide the best value for VCU. Construction document and specification accuracy, as developed by a firm, must be accurate and error-free.

2. Related project experience and pics: Where in the body of our response would you like this piece inserted?

RESPONSE: Include in the answer to question #2.

3. Are there any exceptions to this RFP for being a licensed Architect as opposed to a licensed Interior Design profession?

RESPONSE: No.

4. The RFP says that printing expenses for “Final Drawings” are reimbursed at cost. What about interim submissions?

RESPONSE: Those will not be reimbursed.

5. VII. B.1. The Principal, IDPM, Sr. Interior Designer need to be VA Certified Interior Designers (CID). Would VCU accept NCIDQ-qualified or NCARB-qualified in the lead roles?

RESPONSE: The Principal does not have to meet this requirement; all other staff do.

6. What does “in-house” staff role mean? Are we placing our personnel on-site? VII. A. PM role as adjunct interior designer.

RESPONSE: In the event this service is requested, yes, a firm would place a senior level (or higher) interior designer on site at VCU to serve as a VCU Interior Design Project Manager.

7. Sect. P: Please clarify designer role and furniture vendor role.

RESPONSE: In the event a furniture dealership(s) is selected at the beginning of a project, the interior design consultant will develop the concepts for furnishings and oversee, review, and approve of the specific furniture items the dealership(s) is recommending.

8. Sect. X: For SWaM requirements, does VCU recognize Federal certification as a small, woman-owned business along with the Virginia SWaM program application?

RESPONSE: No. VCU does not recognize Federal certification. For acceptable SWaM certifications please visit the Small Business Supplier Diversity website at: www.sbsd.virginia.gov

9. Who holds the current contract and how have they performed? Are there any “lessons learned” that the future contract holder can improve upon?

RESPONSE: The firms currently on the contract are: Baskervill, SMBW, BCWH, KSA Interiors and Pye Interiors. We will not give a review of these firms at this time.

10. Please clarify the LEED® requirements for the individual projects – are projects targeted to achieve LEED® Certified, Silver, Gold or Platinum? Must all on the project be LEED® APs?

RESPONSE: Per State requirements, all new construction must meet a pre-determined LEED certification. The points and documentation required will be determined per project. Renovation projects do not have this same requirement.

11. Attachment B – Services outlined on page 2, Item 5C. Please explain furniture Designer responsibilities vs Dealers.

RESPONSE: See question #7 for answer

12. I am unable to open Appendix II – Invoicing and Payment.

RESPONSE: You may need to copy the link into your browser.
http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_2.pdf

13. Page 8, Question 11: Explain how you warranty your design work? Please expand.

RESPONSE: VCU want to hear this from you.

14. Page 7 & 8, Contractor Questionnaire. How should we submit this?

RESPONSE: The questionnaire should be submitted on your letterhead and included in your proposal.

15. In regards to the classifications, can we list dual roles?

RESPONSE: Yes.

16. Please confirm the length of the proposal, quantity of resumes, and quantity of project examples. Are there minimums and/or maximums we should keep in mind?

RESPONSE: A firm should submit enough information and detail as they feel sufficiently answers the question.

17. With regard to Attachment A – Price Schedule, is this list a hierarchy of staff members? i.e. Senior Designer, Junior Designer, and then Interior Designer? We want to be sure and allocate the hourly pricing appropriately. Also, can you clarify if the Administrator role is clerical or non-clerical?

RESPONSE: A firm should submit their own title hierarchy of staff. We are flexible on this. The Administrator role is intended to be clerical staff.

18. We have a consultant we regularly use, who is SWaM Certified for Federal Agencies. Is this acceptable by VCU for the RFP if she does not receive her VA certification by the RFP due date?

RESPONSE: You would want to list the company on your Appendix I: SWaM form and note “pending certification”.

19. Similarly, if we have a consultant who is presently applying, or already has an application in for SWaM VA certification can we include them in the RFP, even if they have not yet been approved to date?

RESPONSE: Same response as found in question #18 above.

The Conference Register is attached to this Addendum.

NOTE: An acknowledgment of this addendum must be received by this office. The acknowledgement is found at the bottom of page 2 of the RFP. You must initial the space provided for each addendum received. Initialing the addendum acknowledgement line found on page 2 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, MBA, C.P.M., CUPO
Senior Buyer
Construction, A/E and Facilities

QUALIFICATIONS AND EXPERIENCE

Founded in 1969 with just two employees, Moseley Architects has since grown to more than 220 employees. Our proposed interior design team has extensive experience providing higher education clients with timely, cost-effective, professional interior design services for various projects, including maintenance, repair, renovations and alterations, as well as new construction.

As such, our proposed interior design project team is well-versed in providing clients with the following services:

- project start up
- project management
- project budget development
- programming and conceptual design
- design development
- contract and bid documents
- furnishings selection and dealer selection coordination
- furnishings installation coordination
- construction administration
- punch list development
- product training
- LEED data gathering
- interior graphics and/or signage
- project close out

MOSELEY ARCHITECTS

3200 Norfolk Street
Richmond, VA 23230
moseleyarchitects.com
804.794.7555

Locations

Richmond, VA
Virginia Beach, VA
Fairfax, VA
Harrisonburg, VA
Roanoke, VA
Warrenton, VA
Raleigh-Durham, NC
Charlotte, NC
Columbia, SC

Founded

1969
Corporation
Virginia

Interior Design Founded

1998

Staff Size

224 employees

DSBE Certification

647781

Experience with Term Contracts

Moseley Architects has provided colleges and universities across the region with the types of interior design services that are typical of term contracts. These include projects that vary in size and quantity encompassing project scopes ranging from minor consultation for finishes and furniture, to large capital projects involving early planning tasks through final installation and punch list completion.

We have been fortunate to partner with the following institutions on successful term contracts:

- Virginia Commonwealth University
- College of William and Mary
- James Madison University
- Old Dominion University

QUALIFICATIONS AND EXPERIENCE

- Norfolk State University
- Northern Virginia Community College
- Virginia Community College System
- University of North Carolina Chapel Hill
- University of North Carolina Wilmington
- University of North Carolina Charlotte
- East Carolina University
- North Carolina State University
- Appalachian State University
- Clemson University
- Winthrop University



Moseley Architects provided a comprehensive FFE package for the new Academic Building at Northern Virginia Community College in Alexandria, VA.



Familiarity with Virginia Commonwealth University

Moseley Architects has been fortunate to maintain an excellent working relationship with VCU for many years, which has afforded us a working knowledge of your unique needs and requirements. Our recent history providing interior design and construction administration services for other VCU projects provides us with valuable knowledge of what is contextually-appropriate, and will allow us to further develop options that coincide with your term contract needs. Our project experience includes:

Monroe Park Campus

- LEED Silver Cabell Library Renovation and Addition
- LEED Gold Cary Street Gymnasium
- School of Business and School of Engineering
- Recreational Sports Facility Feasibility Study

MCV Campus

- LEED Silver Jonah Larrick Student Center



QUALIFICATIONS AND EXPERIENCE

LEED Experience at Higher Educational Facilities

Moseley Architects has been working with higher education clients since 2000 to develop green campus initiatives, include sustainability strategies in projects, and help educate clients about high-performance design. This experience includes working with campus decision makers to design new facilities as well as renovated facilities that can achieve LEED certification. Additionally, Moseley Architects has worked with campuses on their master planning efforts, which include preserving green spaces and promoting sustainability initiatives on campus.

LEED Certified Higher Education Projects

- LEED Gold Alexandria Campus Tyler Academic Building, Northern Virginia Community College
- LEED Silver Bedford Hall Visual Arts Addition and Renovation, Longwood University
- LEED Gold Brooks Campus Library, Norfolk State University
- LEED Gold Cary Street Student Recreation Center, Virginia Commonwealth University
- LEED Silver Chesapeake Campus Academic Building, Tidewater Community College
- LEED Gold CISAT Campus Dining Hall, James Madison University
- LEED Gold Classroom and Nursing Building, Norfolk State University

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The renovation of the Bedford Hall Visual Arts and Gallery at Longwood University included reconfiguring the interior spaces and updating finishess. The project earned LEED Silver certification.

QUALIFICATIONS AND EXPERIENCE

- LEED Certified Engineering and Technology Building, Virginia State University
- LEED Silver French Hall Renovations, Longwood University
- LEED Gold Henderson Hall Renovation and Theatre 101, Virginia Tech
- LEED Gold Information Technology Building, Blue Ridge Community College
- LEED Silver Larrick Student Center, Virginia Commonwealth University
- LEED Gold Mason School of Business, the College of William and Mary
- LEED Certified Monarch Theater Building, Old Dominion University
- LEED Certified Robinson Science and Technology Building, Norfolk State University
- LEED Gold Science and Technology Building, Richard Bland College
- LEED Gold Student Health and Success Center, James Madison University
- LEED Gold Student Health and Wellness Center, Longwood University
- LEED Gold Student Recreation Center, Blue Ridge Community College
- LEED Certified Student Sports Recreation Center Expansion and Modernization, College of William and Mary
- LEED Silver University Recreation (UREC) Addition, James Madison University

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Moseley Architect's interior design for the University Recreation Center at JMU (UREC) won first place in the LEED Category at the October 2017 Interior Design Excellence Awards.

Moseley Architects has developed and fostered successful working relationships with dozens of higher education clients. Below, please find a list of our references. We encourage you to call and inquire how these contacts would rate our management skills, technical competence, commitment to service, and project delivery. Our clients consistently report that we deliver functional, durable, flexible, and aesthetically-pleasing facilities that meet their needs.

Aaron Curfiss, Project Manager
Capital Construction and Renovations
Virginia Tech
230 Sterrett Drive
Blacksburg, VA 24061
540-231-3708 | acurfiss@vt.edu

Jill Vass, IIDA, LEED AP
Facilities Project Manager and FF&E Coordinator
Northern Virginia Community College
8333 Little River Turnpike, CW Building, Room 311
703-323-4245 | jvass@nvcc.edu

Diane Puffenbarger, Procurement Services
James Madison University
752 Ott Street
Harrisonburg, VA 22807
540-568-3131 | hamiltdx@jmu.edu

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James Madison University wanted their new Student Health and Success Center to serve as a hub of activity for students. The Moseley Architects interior design team helped JMU achieve this vision by selecting materials that add energy and foster collaborations.



PRICE SCHEDULE - ATTACHMENT A

ATTACHMENT A PRICE SCHEDULE

RFP SPECIFIED CLASSIFICATION:	HOURLY RATE
Principal:	\$ 163
Project Manager (IDPM):	\$ 141
Senior Interior Designer:	\$ 136
Junior Interior Designer:	\$ 81
Interior Designer:	\$ 91
Furniture Installation Project Manager (FIPM):	\$ 141
Administator:	\$ 63
Adjunct Project Manager:	\$ 181

*Sustainability Coordinator \$141

*Construction Administrator \$136

**Hourly rates for these roles have been added to reflect our proposed project team.*

Moseley Architects is SWaM certified as a small business with the Virginia Department of Small Business and Supplier Diversity (DSBSD Certification #647781). Additionally, Moseley Architects is committed to helping VCU meet your SWaM participation goals as outlined in your RFP. In the last five years, Moseley Architects has spent over \$20 million dollars with consultants registered as small, women-owned, and minority-owned businesses. This history includes over two dozen firms on more than 250 projects.

A letter from the Virginia Department of Small Business and Supplier Diversity confirming Moseley Architects DSBSD Certification is included below.

Johnston, Scott

From: noreply@dmbe.virginia.gov
Sent: Friday, August 21, 2015 12:42 PM
To: Johnston, Scott; Demmel, Lisa; verniece.johnson@dmbe.virginia.gov
Subject: SWaM Status Notification #647781

Company Name: Moseley Architects PC
 SWaM Certification Number: 647781
 Certification Approved Date: 08-21-2015
 Certification Expiration Date: 08-21-2018

Dear James Copeland:

We are pleased to inform you that your application for Small certification has been approved.

- Your certification is valid for a term of three years from the date of your approval; re-certification is required at the end of that term.
- You will see your company listed as a certified SWaM vendor on our website at <http://www.sbsd.virginia.gov/cgi-bin/search.cgi>.
- It is very important to keep your contact information--especially your email address--up to date. Submit your changes electronically to sbsd@sbsd.virginia.gov or call 804.786.6585.
- If you have any comments or concerns regarding our services, please fill out this form and send it to us: http://www.sbsd.virginia.gov/documents/Customer_Service_Comments_Form.doc

To do business with the Commonwealth of Virginia, you need to register your company with the eVA system, the **state's online procurement system** at <http://www.eVA.Virginia.Gov/vendors/index.htm>. All state solicitations are conducted on this site.

To check **Procurement and Business Opportunities** with state agencies, local governments, and others, please visit: <http://www.sbsd.virginia.gov/bid.html>.

If you need assistance to operate your business, please visit this site:
http://www.virginia.gov/cmsportal3/business_4096/running_a_business_4100/index.html

Sincerely,

Virginia Department of Small Business and Supplier Diversity Certification Team
 101 N. 14th Street, 11th Floor
 Richmond, VA 23219
 804-786-6585
 Fax: 804-786-9736

MOSELEYARCHITECTS

3200 Norfolk Street
Richmond, VA 23230
P: (804) 794-7555

Moseley Architects is pleased to submit our response to the Contractor Questionnaire issued in your RFP for Interior Design Services.

1. Provide your firm's Experience and Qualifications:

a. the number of years your firm has provided the interior design services as specified herein

Moseley Architects has provided interior design services that meet the scope of services listed in Attachment B of your RFP for 19 years.

b. the size and scope of interior design projects for which your firm typically provides interior design services

Moseley Architects interior design team offers a wide range of services to clients, from minor consultation for finishes and furniture to large capital projects. Many of our interior design projects have stemmed from term contracts held with higher education institutions. Although the types of task orders vary, what does not falter is our commitment to providing high-quality, value-based, and timely services for projects both large and small. Summarized below and on the 14 following page is a list of our recent term contract experience. This list demonstrates our ability to provide interior design services on projects of various size and scope, both large and small.

James Madison University Term Contract		
Task Orders Requiring Interior Design Services	Type of Work	Square Footage
CISAT Field Hockey Restrooms	New Construction	2,460
Gibbons Dining Hall	Interior Feasibility Study	N/A (Study)
Business School	Interior Feasibility Study	N/A (Study)
8,500 Seat Convocation Center	Interior Feasibility Study	N/A (Study)

Virginia Community College System Term Contract		
Task Orders Requiring Interior Design Services	Type of Work	Square Footage
Tyler Academic Building Replacement - FFE Selection (NVCC)	New Construction/FFE Selection	80,000

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

New Modular Building Swing Space Survey (JSRCC)	Interior Site Assessment	N/A
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Northern Virginia Community College Term Contract		
Task Orders Requiring Interior Design Services	Type of Work	Square Footage
Reynolds Library	Renovation	10,000
Central Admin Move Coordination	Space Needs Assessment	N/A
Medical Campus Laboratory	Renovation	1,000
Howman Hall Business Office	Renovation/FFE Selection	8,000
CF Building 2nd Floor	Renovation	4,000

Old Dominion University Term Contract		
Task Orders Requiring Interior Design Services	Type of Work	Square Footage
Webb Center	Renovation	10,000
Rollins Hall Renovation	Renovation	866
Koch Hall Renovation	Renovation	13,941

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MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

c. resume' for each staff proposed for VCU work

We are proposing several of our most seasoned interior design personnel for this contract. Sheila Harold, our principal-in-charge, has spent 34 years working with clients like Virginia Commonwealth University address their interior design needs. As the Moseley Architects director of interior design and a company vice president, Sheila approaches each project with unwavering dedication to excellence in design and material performance.

Rebecca English, interior design project manager (IDPM) and senior interior designer, offers 16 years of interior design experience and an in-depth knowledge of university facility interiors. Rebecca will also serve as adjunct project manager on any projects stemming from this contract that require this role.

Sheila and Rebecca are both certified as Commonwealth of Virginia Certified Interior Designers. Their combined 50 years of interior design experience will be a great benefit to VCU and your term contract projects.

The subsequent pages feature resumes of the proposed project team.

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE



Sheila Harold, CID, IIDA, LEED AP—Principal-In-Charge

Sheila has 34 years of interior design experience. She will serve as the primary client contact and will collaborate with you to establish overall project scope, schedule, and budget on any projects that stem from this contract. As the team leader, Sheila reviews all documents prior to submittal, monitors production schedules, manages contracts, coordinates invoices, and responds to construction contract administration questions, as needed.

Relevant Projects

- Henderson Hall Black Box Addition, Virginia Tech
- Tyler Academic Building Replacement, Virginia Community College System
- Colock Hall Renovation, Medical University of South Carolina
- Annual Term Contract, Virginia Community College System
- Annual Term Contract, Virginia Department of General Services
- Annual Term Contract, City of Charlottesville, VA
- Annual Term Contract, Fairfax County, VA
- Annual Term Contract, Spotsylvania County, VA
- Annual Term Contract, Warren County, VA
- Community Development Customer Service Building, Chesterfield County, VA
- Health Department Alteration, Caroline County, VA
- Health Department - East Clinic, Henrico County, VA
- Human Services Building, Woodstock, Shenandoah County, VA
- New Administration Offices, Caroline County, VA
- Public Safety Building, Spotsylvania County, VA
- Public Safety Building, Warren County, VA

Education

Bachelor of Fine Arts, Interior
Design, 1984

Registrations

Certified Interior Designer
0412000685

National Council for Interior
Design Qualification

LEED Accredited Professional

Affiliations

International Interior
Design Association

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE



Rebecca English, CID, LEED AP, Interior Design Project Manager / Sr. Interior Designer

Rebecca has 16 years of interior design experience with public sector clients, including more than 30 higher education institution projects. As IDPM, Rebecca will coordinate project developments on a day-to-day basis and facilitates effective communication between Moseley Architects, VCU, and all members of the project team. She will lead the project through key schedule milestones, monitoring schedule, quality, and budget in order to fulfill your goals. As senior interior designer she will collaborate with VCU and your project team, assisting in developing the design concept.

Additionally, Rebecca will serve as an adjunct project manager when needed, and will work closely with our construction administrator and project architect to review and resolve any constructability issues that may arise.

Relevant Projects

- College of Business Renovation, James Madison University
- College of Humanities and Behavioral Sciences, Radford University
- Gibbons Dining Hall, James Madison University
- Houff Student Center, Blue Ridge Community College
- Lyman Beecher Brooks Library, Norfolk State University
- Mercer Hall Renovation, University of Mary Washington
- Nursing and General Education Building, Norfolk State University
- O'Shaughnessy Hall Addition and Renovation, Virginia Tech
- Rollins Hall Renovation, Old Dominion University
- Student Recreation Center, Blue Ridge Community College
- Student Health and Success Center Renovation, James Madison University
- Tyler Academic Building Replacement, Northern Virginia Community College
- University Recreation Center Expansion, James Madison University
- University Recreation Center, Wingate University
- University Services Building Annex, James Madison University
- Woodard Hall Renovation, University of Mary Washington
- Annual Term Contract, Virginia Department of General Services
- Annual Term Contract, Fairfax County, VA
- Annual Term Contract, Henrico County, VA

Education

Bachelor of Science, Interior Design, 2001

Registrations

Certified Interior Designer
0412000964

National Council for Interior Design Qualification

LEED Accredited Professional

Affiliations

International Interior Design Association

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE



Katelyn Garay—Interior Designer

Katelyn has 14 years of interior design experience for public sector clients. She will be responsible for the space planning and interior design of your term contract projects. Her responsibilities will include developing and coordinating all material and color options, and she will facilitate the selection and approval process.

Relevant Projects

- Cabell Library Addition and Renovation, Virginia Commonwealth University,
- Chesapeake Campus Academic Building, Tidewater Community College
- College of Humanities and Behavioral Sciences, Radford University
- Diehn Performing Arts Center Phase II, Old Dominion University
- Henderson Hall Black Box Addition and Renovation, Virginia Tech
- Mercer Hall Renovation, University of Mary Washington
- Rollins Hall Renovation, Old Dominion University
- Student Health and Success Center Renovation, James Madison University
- Woodard Hall Renovation, University of Mary Washington
- Annual Term Contract, Fairfax County, VA
- Annual Term Contract, Henrico County, VA
- Administration and Activities Building Renovation, Virginia Department for the Blind and Vision Impaired
- Community Center Interior Furnishing, Warren County, VA
- Lane B. Ramsey Administration Building Renovation, Chesterfield County, VA
- Pohick Regional Library Addition and Renovation, Fairfax County, VA
- Health Department - East Clinic, Henrico County, VA
- Human Services Building Renovation, Shenandoah County, VA

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Education

Bachelor of Fine Arts, Interior Design, 2002

Affiliations

International Interior Design Association, Associate

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE



Alison Allred—Jr. Interior Designer

Allison has 10 years of interior design experience. She collaborates with clients and project team, assisting in developing the design concept. Allison specifies finishes, materials, and products, as well as fixtures and equipment.

Relevant Projects

- Cabell Library Addition and Renovation, Virginia Commonwealth University
- Broderick Dining Commons, Old Dominion University
- Houff Student Center, Blue Ridge Community College
- Allied Health Classroom and Laboratory Renovation, Paul D. Camp Community College
- Bathrooms Renovation, Paul D. Camp Community College
- Consolidated Science Research Facility, Virginia Institute of Marine Science
- Den Village Eatery, Old Dominion University
- Existing Convocation Center Feasibility Study for Academic Repurposing, James Madison University
- Georgiadis Hall Renovation, Virginia Community College System
- Gibbons Dining Hall Replacement, James Madison University
- Nursing and General Education Building, Norfolk State University
- O'Shaughnessy Hall Addition and Renovation, Virginia Tech
- Pizza Fusion Bookstore Eatery, Old Dominion University
- Rollins Hall Renovation, Old Dominion University
- Whitehurst Dining Hall Renovation, Old Dominion University

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Education

Bachelor of Fine Arts, Interior
Design, 2014

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE



Derek Larimer, LEED AP—Sustainability Coordinator

Derek serves as an environmental analyst for clients who wish to incorporate high performance and sustainable design strategies and/or choose to pursue LEED certification. During the course of the project, Derek assists in selecting building materials and technologies that improve energy and water efficiency, using a life-cycle framework to minimize both environmental impact and operational costs. He also advises on the selection of materials that promote healthy indoor air quality and provide a comfortable, safe environment for occupants.

Relevant Projects

- LEED Silver Cabell Library Addition and Renovation, Virginia Commonwealth University
- LEED Silver Bedford Hall Visual Arts Addition and Renovation, Longwood University
- LEED Silver Chesapeake Campus Academic Building, Virginia Community College System
- LEED Silver College of Humanities and Behavioral Sciences, Radford University
- LEED Silver Registered Consolidated Science Research Facility, Virginia Institute of Marine Science
- LEED Gold Diehn Performing Arts Center, Phase 2, Old Dominion University
- Eco-Village Feasibility Study, College of William and Mary
- LEED Registered Gibbons Dining Hall Replacement, James Madison University
- LEED Silver Grace Street Student Housing, James Madison University
- LEED Silver Greek Fraternity Housing Complex, College of William and Mary
- LEED Registered O'Shaughnessy Hall Addition and Renovation, Virginia Tech
- LEED Gold Student Health and Success Center Renovation, James Madison University
- LEED Gold Student Recreation Center, Blue Ridge Community College
- LEED Silver University Recreation (UREC) Addition and Renovation, James Madison University
- LEED Registered University Services Building Annex, James Madison University

Education

Bachelor of Arts,
Environmental Studies, 2010

Registrations

LEED Accredited Professional

Green Classroom
Professional

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE



Robert Baxter, AIA—Construction Administration

Bob will lead the construction administration efforts for our team. He will conduct site visits, performs field observations, and leads project meetings. Additional responsibilities include handling requests for information, submittals, and potential change orders. Bob also reviews applications for payment and receives contractor schedule updates. He coordinates project closeout, including substantial completion inspections, maintenance of current contract documents, and resolution of claims to minimize risk.

Relevant Projects

- Cabell Library Addition and Renovation, Virginia Commonwealth University
- Cary Street Gymnasium Addition and Renovation, Virginia Commonwealth University
- Jonah L. Larrick Student Center Addition and Renovation, Virginia Commonwealth University
- School of Business and School of Engineering, Virginia Commonwealth University
- Bedford Hall Addition and Renovation, Longwood University
- Crenshaw Gymnasium Renovation, Randolph-Macon College
- French Hall Technology Center, Longwood University
- Grainger Hall Replacement, Longwood University
- Health and Wellness Center, Longwood University
- James McNeer Science and Technology Building, Richard Bland College
- Lancaster Hall Window Replacement, Longwood University
- Statesman Hall Renovation, Richard Bland College

Education

Bachelor of Arts, Architecture,
1971

Registrations

Architect, MA

NCARB, VA

LEED Accredited Professional

Affiliations

National Council of
Architectural Registration
Boards

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

2. Describe your experience in providing services to higher education facilities.

As one of the regions most trusted interior, architectural, and engineering firms, Moseley Architects offers Virginia Commonwealth University experience and service gained through our work on over 100 collegiate projects.

The following pages provide examples of higher education projects that required interior design services similar in size and scope to those outlined in your RFP.



LEED Gold Lyman Beecher Brooks Library, Norfolk State University

Student Health and Success Center

James Madison University, Harrisonburg, VA



24

Size: 264,610 SF

Scope: The Student Health and Success Center (SHSC)—the first project on the former Rockingham Memorial Hospital site—is located across from the main campus. The SHSC provides a central location for student support services that were previously dispersed in various facilities around the campus. Centralizing these services fosters collaboration among these service-oriented groups and improves their abilities to meet students' needs. Community spaces include an open and active furnished lobby, flexible shared spaces such as conference rooms and classrooms, and a dining facility overlooking the new plaza. The center features open learning areas, private counseling and training offices, a complete health clinic, and a sit down café with fast food capabilities.

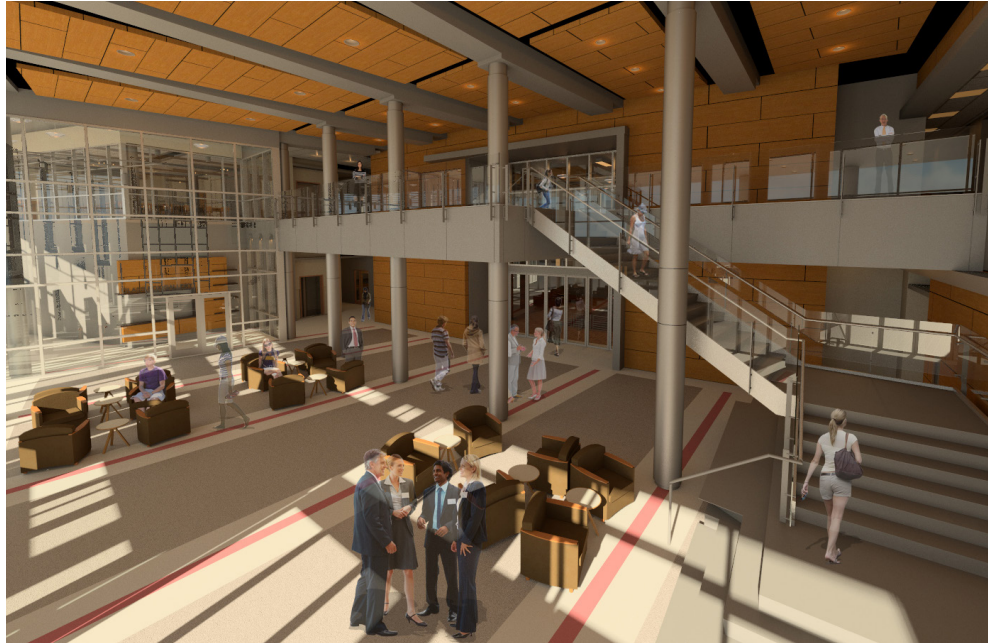
Interior Design Features: JMU envisioned their new Student Health and Success Center as a hub for students with a lot of activity. The Moseley Architects interior design team helped JMU achieve this vision by selecting materials that add energy and foster collaborations. Recycled content, renewable resources, and low emitting materials were selected in order to meet the LEED project goals. Additionally, the interior design team specified Greenguard Certified furniture.

LEED Certification: The facility earned LEED Gold certification in 2015.

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

Academic Building

Northern Virginia Community College, Alexandria, VA



Size: 80,000 SF

25

Scope: Moseley Architects was commissioned to replace the existing Tyler Building with a three-story LEED certified academic facility to serve the campus's art and music programs. The new design supports digital graphic design, photography, dance, and drama programs. The design also features an activity (exercise) room, a bookstore/café, and a Head Start facility with associated outdoor play area.

The outdoor entry plaza contributes to the pre-function space necessary for various presentation and performance activities. The two terraces allow for outdoor studio work, student lounge areas, and overflow for bookstore café patrons. Notable sustainable design features include low-flow plumbing fixtures to reduce water use by over 30 percent and exterior light fixtures that help prevent light pollution.

Interior Design Features: The building supports a variety of arts programs. While its main function is an academic building to support these programs, the interior was designed to accommodate both students and any public attending various programs in the black box theater, dance studio, and art gallery. The palette is warm and inviting, while the expansive glass gives the occupants wonderful views of the outdoors, making the building a great location whether your attending an event or just studying between classes.

LEED Certification: The facility earned LEED Gold certification in 2017.

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

Woodard Hall

University of Mary Washington, Fredericksburg, VA



Size: 23,733 SF

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Scope: Woodard Hall had recently been served the campus as a student center and outdoor dining space. Upon determining that the campus needed a new student center facility, the university looked to re-purpose Woodard Hall to address a shortage of appropriate learning, meeting, and administrative space for their business administration program. As a result, a two-story addition designed to be contextually appropriate for the Georgian campus is featured in the building's updated design, as well as a new entrance and outdoor spaces. The updated facility features a variety of classrooms, including tiered and lecture formats, computer labs, a student lounge, collaborative breakout spaces, as well as administrative and support spaces.

Interior Design Features: While the building lends itself to the campus' traditional design features with warm wood trim accents and arched ceiling features, the business school also wanted to have an updated aesthetic. By using a bright red color palette, our interior design team was able to accent this functional academic building.

LEED Certification: The facility earned LEED Silver certification in 2017.

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

Mercer Hall

University of Mary Washington, Fredericksburg, VA



Size: 37,306 SF

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Scope: Looking to offer necessary learning and research spaces, the university sought to renovate Mercer Hall, which was originally constructed in 1950 as an infirmary and has been recently used for office space. Due to the limitations of the existing structure, a three-story addition accommodates classrooms and is designed to be contextually-appropriate for the Georgian campus as well as the existing facility's historic status.

Offering a variety of psych labs, Mercer Hall offers psychology students social development labs, physiographic labs, an eye tracker lab, and a cognitive lab. The updated facility also features a computer lab, a vivarium, breakout rooms, a student lounge, and administrative and storage spaces.

Interior Design Features: Mercer Hall has a variety of unique classroom spaces, including collaborative break out spaces, computer classrooms, cognitive and psychology labs, and a vivarium. It was important to understand the needs of each type of space in order to select furnishings that could adapt to all classroom types, and also speak to the overall design.

LEED Certification: The facility earned LEED Silver certification in 2017.

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

Webb Student Center

Old Dominion University, Norfolk, VA



Size: 11,630 SF

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Scope: Moseley Architects was selected by Old Dominion University under a term contract to renovate the Webb Center, the campus community center. The center supports student activities and programs, and provides services, conveniences, and amenities that students, faculty, staff, and guests rely on by providing a place to gather, socialize, and study outside of the classroom.

The center's board room, storage rooms, main lobby, and game room were renovated to provide state-of-the-art technology, modern furnishings, an updated game room, and new board room. The renovation rejuvenated the main entry and reconfigured the heart of the facility to modernize and provide additional views to the courtyard as well as the main campus quad.

Interior Design Features: As part of the Webb Student Center renovations, Moseley Architects interior design team was asked to update the Board of Visitor's Boardroom to make it more exciting and attractive to students while maintaining its traditional tone, wood accents, and furnishings. Our interior designers overcame this challenge by designing a custom table that fit the clients needs for presentations. The use of resin panels and furniture with tall backs helped to provide definition and privacy to the lounge spaces.

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

O'Shaughnessy Hall

Virginia Polytechnic Institute and State University, Blacksburg, VA



Size: 69,211SF

Scope: Moseley Architects completed a feasibility study for Virginia Tech to determine the scope of renovation required to transform the layout of O'Shaughnessy Hall, a residence hall with 341 beds, into a residential college format.

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The new facility will include an upgraded faculty principal apartment, five to seven staff offices, a classroom, community living room, and a small faculty meeting area, along with living spaces for students. The study included program development and confirmation, development of conceptual floor plans and other design documentation, building code analyses, and conceptual cost estimating.

Interior Design Features: Each floor is designed with a main color, yet all three main accent colors are used together in the Main Floor lobby spaces. The finish palette has a bohemian feel to it to attract the students to relax in the space. The furniture was selected with comfort and function in mind to allow the students to reconfigure the space to fit their needs.

LEED Certification: The facility is currently registered for LEED Silver certification.

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

Nursing and General Education Building

Norfolk State University, Norfolk, VA



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Size: 130,540SF

Scope: The new Nursing Laboratory and Academic Building offers four floors dedicated to allied health, nursing, and academic instruction. The first floor includes dean suites, classrooms, computer labs, seminar rooms, study rooms, and a coffee shop.

The second floor consists of classrooms, computer labs, study rooms, and faculty offices. The third floor features classrooms, specialty labs for the Allied Health and Nursing programs, and the Nursing Department suite. The fourth floor houses specialized labs focused on serving the Allied Health and Nursing programs as well as a Allied Health Department suite.

Interior Design Features: This academic building includes classroom spaces with exam beds, over beds, and all furnishings needed to make up a small patient room, providing the students with a hands-on experience within their classroom. There were many different types of classrooms including several tiered classrooms, cluster classrooms, computer labs, breakout spaces, and an auditorium. The fixed furniture was coordinated in the construction package, while all the freestanding furniture was specified in a separate FFE package.

LEED Certification: This project earned LEED Gold certification in 2016.

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

3. According to A.1, under VII Statement of Needs, explain your experience in providing this type of service to higher education facilities, including how you prepared to assume an “in-house” staff role. Include specific project description and staff involved.

Moseley Architects frequently teams with consultants to deliver a well-rounded scope of services tailored to best suit the project at hand. Some of our past collaborations are with consultants who provide similar services, such as interior design, architectural design, and engineering. The majority of Moseley Architects projects include a team of consultants who provide work outside of our scope of services, such as acoustical specialists and food service specialists.

We also work with facility management staff, end users, procurement officers, general services, furniture manufacturers, and vendors on most of our interior design projects. In each of these instances, Moseley Architects serves as a single point of communication and accountability for the day-to-day management of project variables such as designs, permit and building approvals, and construction administration of the project. We rely on the communication and quality control procedures described in questions nine and ten when bringing all parties together to coordinate the project through completion.

Moseley Architects implemented these procedures while working on the Student Health and Success Center at James Madison University. Rebecca English, our proposed interior design project manager, assumed the in-house role and responsibilities that are outlined in your Section VII statement of needs while working on JMU's Student Health and Success Center renovation. Working in collaboration with JMU and a team of consultants, Moseley Architects successfully delivered a facility where 16 departments (end

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"The success of the project – and it was incredibly successful – is largely attributable to the high degree of cooperation and collaboration between the design team and consultants, JMU Facilities Planning and Facilities Management, the construction management team, and the Stakeholders."

—Randy L. Mitchell
Associate Vice President
for Student Services
James Madison
University



MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE



users) were combined under one roof. Additionally, the facility offers three food service options, including two national brands and one campus dining restaurant.

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Throughout the project, we frequently met with end users from each of the 16 departments and representatives for Aramark, JMU's dining service provider. To actively engage the facility's end users in the interior selection process, the university gave each of the 16 departments an opportunity to provide input on building materials and colors. As a result, each department has its own color scheme within the overall building palette. We also worked with the JMU sign shop on branding and signage for the building, which tied into the overall color scheme.

For the construction package, Tipton Associates lead the design and layout of the P.O.D. Market, a grab-and-go convenience style store that shares a kitchen with the restaurant for a wider food offering, Dunkin Donuts, and Bistro 1908, a dining hall that offers both to-go counter ordering and the option to dine-in. Tipton specified all the finishes and equipment for these spaces, and Moseley Architects oversaw their coordination with the overall design scheme, wrote product specifications, and coordinated the contract documents. Moseley Architects was also responsible for the furniture at Bistro 1908. Furniture for the national brands, Dunkin Donuts and P.O.D. Market, was an allowance in the construction package.

Moseley Architects also coordinated drawings for the general contractor to install. For the health center, we worked with the design consultant Swaim Associates. Swaim Associates lead this project as the healthcare facility specialist and Moseley Architects coordinated all drawings and specifications. We also oversaw the process for coordination

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

between JMU end users, capital project managers, and engineers. Swaim Associates principal Ed Marley and Rebecca English, our interior design project manager, together attended all furniture selection meetings for the Health Center. Moseley Architects selected all building finishes and coordinated colors and fabrics based on the recommendations made by Swaim Associates.

Additionally, Moseley Architects compiled all building finish information from Swaim Associates and Tipton to create the final consolidated color schedule and companion finish boards. Record copies were provided to JMU Capital Projects, JMU Procurement, and the general contractor W.M. Jordan Company. Moseley Architects designed and specified furniture for all public spaces in the building. This encompassed substantial student commons spaces on the first and second floors, all classrooms, large meeting spaces, the health center, Bistro 1908, and a safe rides suite, and various outdoor areas including a terrace that extends from the bistro.

The space plans developed by Moseley Architects were utilized by JMU, in partnership with Virginia Correctional Enterprises (VCE), to design the furniture within each department's suite. Rebecca attended monthly stakeholder meetings with JMU staff and department heads to discuss topics such as typical office layouts, overall building finishes, furniture finishes, and move management. Moseley Architects also coordinated the installation schedule with several furniture vendors to complete the buildings furniture packages including VCE, Agati, American Office, Creative, Greener Concepts, MJJ, and Smarter Interiors.

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To maintain JMU's expectations and maintain an open line of communication, we held pre-meetings prior to meetings with end users. These included reviewing presentations, finish materials, budget, and schedules with JMU capital project managers and JMU administration to see that their expectations were met in advance.



4. When developing a fee proposal, describe how you estimate time requirements per task and how you ensure the time spent is efficiently utilized.

Moseley Architects interior design team's workload is consistently tracked in a detailed workload spreadsheet. When developing a fee proposal, the interior design project manager will use this spreadsheet to estimate the number of hours required per task and per week for the duration of that project. Every 2-4 weeks the interior design department's operations manager requests for the spreadsheet to be updated by the interior design project manager. This helps us in determining how much staff to assign to a particular task. We compare the total estimated hours with our historical data in which we can search for similar tasks to compare how long they took to complete, allowing us to see that the time of our staff is efficiently utilized. This process has proven successful in optimizing the time of Moseley Architects staff, and in providing accurate estimates to our clients.

We also have project manager meetings where project teams discuss ongoing tasks and whether or not they need help in completing them. These meetings help us determine if additional workload monitoring is needed by our quality control staff, who see that we adequately review final documents before they are released for bidding.



Moseley Architects provided interior design services for the College of Humanities and Behavioral Sciences at Radford University. The facility earned LEED Silver certification in 2017.



5. Describe your firm's philosophy for developing design recommendations. How do you ensure those recommendations are in the client's best interest?

Thousands of books and have been written about design, but in the field of interior design, good design can be defined very simply as the artful arrangement of building components, materials, and furnishings to effectively meet human needs. Those needs always include functional requirements, but they also include our innate need to experience places that rise above the ordinary to enrich our lives. Good interior design produces spaces that are responsible, beautiful, and contribute to the health, safety, and welfare of its users, occupants and visitors. So, to be ultimately successful in his or her design efforts, an interior designer must approach the design process with the following guiding principles:

- Good design cannot be accomplished until the interior designer has a thorough understanding of the client's and building users' goals, needs, and concerns.
- Good design involves a great deal of listening on the part of the interior designer. It involves the client from the very beginning, and evolves through the application of the interior designer's skill and experience to achieve the client's goals and vision.
- Good design never includes elements that please the interior designer but not the client. There is always more than one good design solution, and the client must be comfortable with the one that is chosen.
- Good design speaks many languages. It does not require that a single, preferred style or aesthetic be uniformly applied to every project without regard for

Good interior design produces spaces which are responsible, beautiful, and contribute to the health, safety, and welfare of its users, occupants and visitors.

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

building context and purpose.

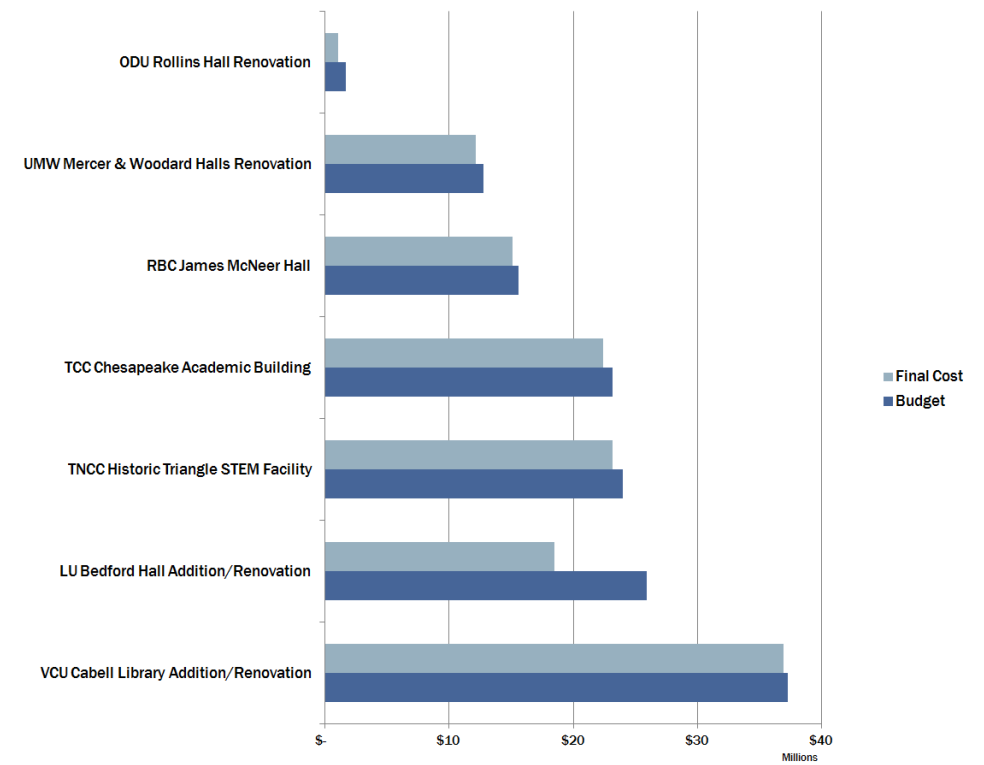
- Good design results in interior spaces that work, in which its users enjoy spending time.
- Good design need not cost more to construct and is respectful of the client's budget.
- Good design avoids clichés, trends, and fads so that it will remain timeless.
- Good design has a readily understandable scale and employs human-scaled elements that building users can comfortably relate.
- Good design is in tune with its surroundings and its neighbors, and is a source of pride for its owners and the community.
- Good design results in interior spaces that support a sustainable environment.

When all is said and done, the interior designer of your facility will not live with it on a daily basis, but you will. So good interior design is ultimately not about the interior designer at all. It is about the needs and concerns of those who own and experience the building. By remembering this simple truth, your interior designer will already be well down the road toward helping you make your project a design success, both now and for years to come.

6. Describe how your firm develops project cost estimates.

Moseley Architects fully integrates cost control into our design process. Our belief is that cost control begins with the first conceptual diagrams that are considered. We maintain that certain approaches are inherently more expensive than others and that the most critical point of control is at the outset when ideas are initially generated. From our perspective, cost control involves cost planning in the early phases of the project, strictly monitoring costs as the design is developed.

This two-step approach is more than repeatedly preparing cost estimates; it requires interpreting project requirements and balancing those requirements against the available financial resources. Our process includes conceptual cost estimates for each alternative. Therefore the cost plan does not just estimate the cost of a given diagram, but suggests trade-offs between elements of program area and quality, setting cost parameters that are carried into subsequent phases. This approach, together with our Quality Control Procedures, improves our ability to create solutions that meet “Design-Not-To-Exceed” budgets. Examples of our ability to do so are illustrated below.



7. Describe how your firm will keep the project within budget.

No aspect of managing the project is more important than cost control. Understanding and complying with the project budget is essential. Moseley Architects will employ the following tools and procedures to monitor and control project cost.

Initial Budget Review — Team leaders will meet with VCU staff to review and gain a detailed understanding of the project's budget, and can assist in developing total project budget components as requested. Appropriate members of the interior design team will be advised and kept up to date on budget parameters by the team leaders.

Monitoring of Project Scope — In order to avoid “scope creep,” team leaders will monitor the scope of the project and advise VCU as to issues that may adversely affect budget compliance, including site conditions, regulatory requirements, construction market factors, building user requests, etc.

Milestone Cost Estimates — Milestone estimates serve as a primary means of monitoring estimated construction costs. The interior design team will utilize estimates as a basis to develop recommendations for revisions in design to maintain budget compliance. Any such revisions will be implemented only after consultation with VCU.

8. Describe how your firm will keep the project on schedule.

Moseley Architects will provide VCU with concise work plans that identify task time frames and accountability. An overall project schedule will be finalized at the outset of each phase in consultation with project stakeholders. Team leaders will monitor the schedule and keep you apprised of issues that may impact it, and it will be updated as necessary.

In order to maintain the schedule for each project phase, we will utilize a “micro-deadline” approach. We will establish systematic interim deadlines for each task to keep the project moving forward with no lost efforts.

Moseley Architects uses a variety of planning and scheduling software systems based on the scheduling needs of individual projects, the design or construction phase, and the requirements of our clients. We create such schedules using Microsoft Excel to auto calculate dates based on calendar day durations of major tasks.

When preferred by our clients, Moseley Architects uses Microsoft Project to produce project schedules. The schedule structure builds on variable task durations, start and finish dates, and predecessors for each task. The schedule provides a greater level of detail than the Microsoft Excel schedule, but permits changing individual task durations and adding tasks easily to see what impact they have on the overall schedule.

Additionally, Moseley Architects uses a series of checklists for project planning. We develop phase requirements and sustainability checklists for each design phase of each project as well as spot check and RediCheck lists to be completed by the project team at the conclusion of the design development and construction documents phases.

9. Describe how your firm provides quality control of drawings and specifications.

Our quality control plan delineates standard practices to be used by our project team as they progress through the various design and construction phases. We modify our plan for each project by building upon the following tactics that are fundamental to the success of all projects.

Redi-Check Review — First developed in 1981, Redi-Check is the only coordination review system recognized by both the American Institute of Architects and the American Consulting Engineers Council. The purpose of this additional review is to reduce or eliminate inconsistencies among the various disciplines that could lead to change orders. To provide a fresh perspective, the review will be performed by a senior staff member who has not been directly involved in production of the documents.

CPSM Ready Milestone Submission Reviews — Each project is reviewed by our quality control specialist, Tim Pruitt, two weeks prior to submission milestones including schematic design, preliminary design and working drawings submissions. During this review, Tim checks to see that the documents comply with the Construction and Professional Services Manual (CPSM). He also reviews life safety issues to see that they have been addressed in accordance with the Virginia Uniform Statewide Building code (VUSBC) and the International Building Code (IBC), and the Americans with Disabilities Act (ADA).

Interdisciplinary Document Review and Coordination — At every phase of the project, we will conduct thorough reviews of our in-house documentation as well as the work of our consultants. Through our extensive experience with complex buildings for institutional clients, we have learned the importance of thorough and highly-coordinated documentation. All documentation and project management procedures developed for use throughout each stage of design will reflect the respective chapters of the CPSM and all other code requirements applicable to the project.

Construction Document Reference (CDR) — Moseley Architects' CDR guides each of our staff members in the documentation of construction drawings. The CDR includes numerous streamlining techniques to minimize duplication and conflicts.

In-House Engineering — Our staff includes mechanical, electrical, fire protection, and structural engineers. Our engineers and architects sit side-by-side every day, working together more closely than would be possible with separate sub-consultants for these disciplines. This close collaboration, in combination with unified management of all building design disciplines, promotes better coordinated, higher quality design results.

Consultant Coordination — Moseley Architects operates under an efficient project delivery system. Independent project teams—each operating under the direction of a principal in charge—provide a single and continuous source of basic programming, design, and project management services for the client. Therefore, the team that begins the project will be the same team who will manage the project through its completion. Our

team is supported by core in-house specialists skilled in engineering, interior design, cost estimating, specification writing, BIM design and development, and construction administration.

Building Information Modeling (BIM) — Our team uses Autodesk Revit BIM software at all stages of design. It allows users to design a building and its components in 3D, annotate the model with 2D drafting elements, and access building information from the building models database. The software features “clash detection,” a powerful tool that helps to identify and avoid potential problems before construction starts. It also fosters coordination with contractors to work through various project challenges.

Operations and Procedures Manual — Over the years Moseley Architects has created detailed guidelines for the tasks necessary to execute projects successfully. These guidelines are documented in Moseley Architects’ online Operations and Procedures Manual, accessible to all of our staff via our firm’s intranet site.

Online BIM Manual — Like the Operations and Procedures Manual, this reference document developed by Moseley Architects’ staff provides extensive, detailed guidelines for use of our BIM software so that project designs can be prepared consistently and effectively.

10. Describe how your firm ensures consistent, thorough and accurate communication on a project.

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Effective communication is a key ingredient of successful project management, and will be a focal point of our management plan for your project. The following procedures and techniques will be employed to keep project stakeholders up to date on project issues and information.

Written Documentation of Discussion and Decisions — Project meetings and substantive telephone conversations will be summarized in writing, with copies distributed to all participants. Decisions made will be documented to confirm understanding. Parties responsible for resolving issues will be identified.

Newforma Project Center — The team will employ Newforma software specifically designed for architects and engineers to remove time and money-draining inefficiencies from project execution. One feature of this software is the Newforma Info Exchange, an automated and secure means of transferring project information to both internal and external team members. Info Exchange alleviates the file size limitations encountered when transferring files via e-mail. It also takes care of packaging selected files and their external reference files and posting those files to the Info Exchange Web site hosted on the Newforma Info Exchange server within our company’s IT infrastructure. The software then sends an e-mail to team members that includes a link to the Info Exchange Website through which they can securely download the file. Newforma Info Exchange also automates the administrative functions related to file transfers. For example, it

tracks download activity and sends reminders to people who have yet to download files. It also removes files from the server on designated expiration dates and maintains a backup copy of each file transfer, allowing the contents of expired transfers to be resent, reviewed, or compared to updated versions.

Customized Construction Administration Software — Moseley Architects manages a Prolog database that is accessible to the entire team for managing construction issues. It also provides a complete system of record for managing project information, from the field to the back office. Designed by construction professionals for construction professionals, Prolog is built for project managers accountable for construction costs, scope and schedules, and for project teams responsible for the successful delivery of projects.

11. Explain how you warranty your design work.

Interior design is multi-faceted. Its goal is diverse. Well-designed spaces create environments that are aesthetically-pleasing, functional, durable, easy to maintain, timeless, environmentally-friendly and enjoyed by owners, occupants, and visitors. It is important that Moseley Architects' designs endure the test of time. As such we use the following strategies:

- Create designs that are timeless, which allow our clients to enjoy the final product for years to come and not grow tired of the design.
- See that owner's and user's functional requirements are met.
- Review clients design standards and reference them often throughout the design process.
- Specify materials that are durable with appropriate commercial warranties.
- Specify carpets constructed with a branded nylon 66 and produced by a fiber manufacturer instead of mill extruded to provide owner with a dual warranty.
- Specify commercial grade furnishings that carry a minimum ten-year warranty. (Virginia Correctional Enterprises exclusion)
- Specify upholstery fabrics with a high abrasion factor in accordance with ASTM D3885.
- Include materials that are sustainable and do not have a negative impact on the environment. This includes products that are manufactured regionally with low volatile organic compounds (VOC) and wood that is Forest Stewardship Council (FSC) certified.
- Conduct internal audit on furniture projects to see that quantities and finish materials are consistent between drawings and specifications.

12. Describe a project where you teamed with a furniture dealership at the beginning of a project and how the roles of all were organized, defined and performed. Include examples of challenges that arose and how you resolved them to provide customer satisfaction.

Working with the University of Mary Washington (UMW), our interior designers began the furniture package for Woodard and Mercer Halls before the construction package was finalized. Because some larger items were added after a budget was developed for the original scope, the project's initial furniture budget of \$2 million was lowered to \$1 million.

In an effort to maximize the updated budget, we sought to use as much of the existing furniture as possible. However, after reviewing the condition of the existing pieces and meeting with the capital outlay project manager, Sid Lambiotte, we determined that the university preferred to purchase as much new furniture as possible. Additionally, UMW wanted to partner with American Office as Sid had previous experience with them. Moseley Architects met with American Office and determined that by utilizing the U.S. Communities contract, we could provide all the furniture needed and meet the new budget. Under the umbrella of Herman Miller, Sit On It Seating, and First Office, desks could be combined with storage, tables, and seating from Herman Miller to complete the FF&E package. The audio-visual package was separately bid and awarded to a vendor that American Office could work with so the furniture would be coordinated. American Office would field cut all the power and communication ports in various conference, classroom, and break-out room tables. Fixed tables were changed

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Both Mercer and Woodard Halls at the University of Mary Washington earned LEED Silver certification in 2017.

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

to furniture manufacturer KI, and directly purchased using the National Joint Powers Alliance (NJPA) contract, which resulted in Moseley Architects coordinating with two vendors. Once all selections were made and finishes were determined, UMW hired a new purchasing officer. The purchasing officer suggested working with Virginia Correctional Enterprises (VCE), who they believed could offer more competitive pricing. We immediately worked with VCE to transfer all of the specifications from American Office over to VCE products, but unfortunately VCE could not meet the pricing that American Office was able to provide through U.S. Communities.

After receiving a higher quote from VCE, our staff and UMW met with the manufacturer's representative, Maria Hall, to explain the U.S. Communities contract and how it was developed for entities such as UMW to utilize. Once the different options were analyzed, the procurement officer decided to put the entire package out to bid. Our team subsequently developed bid specifications for UMW. American Office won the majority of the project as the package was developed around their product offering. In the end, Moseley Architects coordinated KI, American Office, and The Supply Room for the installation of the furniture. Items that required audio-visual coordination were still in American Office's package, and we delivered two successful LEED certified projects to the university that came in under budget.

13. Describe other services provided by your firm that may be utilized by VCU

Moseley Architects employs more than 220 architecture and engineering professionals. In addition to interior designers, these include licensed architects; sustainable design planners; technology and telecommunication/audio visual and multimedia specialists; specification writers; mechanical, electrical, and plumbing engineers; structural engineers; quality control specialists; building information modeling (BIM) designers; construction administration specialists; American with Disabilities Act (ADA) specialists; and administrative support. These professionals collaborate within a unified, multi-disciplinary studio setting. This approach, facilitated by state-of-the art BIM technology, results in integrated facility designs tailored to our clients' needs and priorities.

Should a project develop from this term contract that requires a scope of services beyond those listed in the RFP, our proposed interior design team is equipped with additional resources and architectural personnel to meet your needs. Our firm's broad base of skills and experience allows us to respond to clients' needs with comprehensive services, including:

- Interior Design
- Feasibility Studies
- Master Planning
- Facility Planning
- Architectural Design
- Structural Engineering
- Electrical Engineering
- Mechanical Engineering
- Space Needs Analysis and Programming
- Construction Administration
- Building Information Modeling (BIM)
- Security Systems Design

MOSELEY ARCHITECTS CONTRACTOR QUESTIONNAIRE

14. How much advanced notice will your firm require to initiate interior design services?

Moseley Architects is committed to providing a timely response to our client's requests. One of the advantages of selecting a local firm that is located within blocks of the university is a quick response time. When contacted by the university for design services, we are in a position to schedule an initial meeting to review the project's scope and requirements within two to three days of contact. Once the project scope has been developed and the fee proposal approved, we are prepared to immediately move forward with the design process.

Moseley Architects believes that there are several key issues that will contribute to the success of this Term Contract. First, regardless of the complexity of scope for any project that may develop under this contract, VCU will require a partner who can demonstrate the following strengths:

- Responsiveness to VCU's Needs
- Dependability
- Flexibility
- Sufficient Staff and Technical Resources
- Familiarity with Similar Projects
- Good Schedule and Budget Compliance Track Record

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The services to be provided for projects resulting from this contract will vary significantly from project to project. Each project will have unique needs, and the relative level of effort required by our staff will no doubt vary considerably from project to project. As such, we believe that the best approach is to work hand-in-hand with your institution to establish a clear set of goals and objectives for each project.

For any project order that results from this contract, our interior design project manager, Rebecca English, will meet with your university's team members to establish the scope of work and subsequently provide you with specific information on the anticipated staff participation required to meet your needs. We will also use this as an opportunity to establish ground rules, responsibilities, and lines of communication. The goal is to have a delineated plan for accomplishing project tasks within the agreed upon schedule, identifying all the critical milestones and deliverables, and assigning the appropriate resources to getting the job done.

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.

- F. 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.
- G. PROPOSAL PRICES: Proposal prices shall be in the form of a firm unit price for each item during the contract period.
- H. 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.
- I. 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: Sheila Harold, CID

Subcontractor Name: _____

License# 058907353 Type: Interior Design/Architecture

- J. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
 - i. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - ii. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - iii. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.
- 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.

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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.

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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)
 X Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature:	<u>Sheila A. Harold</u>
Name Printed:	<u>Sheila Harold, CID</u>
Title:	<u>Vice President, Director of Interior Design</u>
Name of Firm:	<u>Moseley Architects</u>
Date:	<u>October 16, 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>Scott Johnston</u>
Title:	<u>Controller</u>
Mailing address:	<u>3200 Norfolk Street</u> <u>Richmond, VA 23230</u>
Email address:	<u>sjohnston@moseleyarchitects.com</u>
Phone number:	<u>804-794-7555</u>
Fax number:	<u>804-355-5690</u>

Request for Proposals

RFP #: 7748325CP

RFP Title #: INTERIOR DESIGN SERVICES

Issuing Agency: Virginia Commonwealth University

Issue Date: September 18, 2017

Closing Date: October 16, 2017 @ 2:00 PM EST



A VASCUPP Member Institution

Request for Proposals RFP #7748325CP

Issue Date: September 18, 2017

Title: Interior Design Services

Send all Proposals To: Virginia Commonwealth University
RFP #7748325CP
Attention: Cheryl Price
912 W Grace St, 5th floor
Richmond, Virginia 23284-0327

Proposals Shall Be Received Until: October 16, 2017 @ 2:00 PM EST

Direct ALL inquiries concerning this RFP to: Cheryl Price, Senior Buyer (caprice@vcu.edu)

Questions concerning this RFP must be received via email no later than: October 4, 2017 @ 2:00 PM

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 #7748325CP, 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#7748325CP, ATTN: Cheryl Price, 912 W. Grace St., RICHMOND, VA 23284-0327. 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:

_____	Date: _____
_____	By (Signature In Ink): _____
_____ Zip Code _____	Name Typed: _____
E-Mail Address: _____	Title: _____
Telephone: (____) _____	Fax Number: (____) _____
Toll free, if available	Toll free, if available
DUNS NO.: _____	FEI/FIN NO.: _____
REGISTERED WITH eVA: () YES () NO	SMALL BUSINESS: () YES () NO
VIRGINIA DSBSD CERTIFIED: () YES () NO	MINORITY-OWNED: () YES () NO
DSBSD CERTIFICATION #: _____	WOMEN-OWNED: () YES () NO

ACKNOWLEDGE RECEIPT OF ADDENDA IF APPLICABLE: #1____#2____#3____#4____#5____ (PLEASE INITIAL)

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

THIS SOLICITATION CONTAINS 24 PAGES.

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I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to establish a term contract with one or more qualified interior design consulting firms for Interior Design Services for Virginia Commonwealth University (the lead issuing institution and hereafter referred to as “the University” or “VCU”).

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

V. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held at **2:00 PM on September 28, 2017** at the:

**VCU Procurement Services Conference Room
912 W. Grace St., 5th Floor
Richmond, Va 23284**

For directions and paid parking information visit:

<http://business.vcu.edu/about-the-school/our-location/directions--parking/>

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.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged 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.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- “Dial-In” numbers:
 - 866-842-5779 (United States and Canada)
 - 832-445-3763 (International)
- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- “Dial-In” at the scheduled date and time.

Note: Offerors who participate in the pre-proposal conference via conference call shall submit an email to Cheryl Price at caprice@vcu.edu at least one (1) business day prior to the pre-proposal conference, confirming the Offerors participation and the Offeror’s contact information.

VI. BACKGROUND

A. Internal Resources:

VCU Facilities Management employs Interior Design Project Managers (VCU IDPMs) to oversee the interior design projects on the two (2) VCU academic campuses: the Monroe Park Campus and the MCV Campus; they work in tandem with VCU Architectural Project Managers, or individually when architecture is not part of the scope.

B. Projects:

Projects at VCU vary in size and quantity. Project scope may range from minor consultation for finishes and furniture, to large capital projects involving early planning tasks through to final installation and punch list completion.

VCU anticipates that all interior design services performed/provided by the Contractor will

be on the Monroe Park Campus and/or the MCV Campus (projects for the MCV Campus do not include hospital related spaces).

C. Resources:

1. Leadership in Energy and Environmental Design (LEED):
<http://www.fmd.vcu.edu/construction/index.html>
2. Design and Construction Standards:
<http://www.fmd.vcu.edu/construction/index.html>
3. Sign Standards: <http://www.fmd.vcu.edu/planningdesign/signage.html>

VII. STATEMENT OF NEEDS:

VCU requests services, as detailed in **ATTACHMENT B - *Interior Design Services provided by Interior Design Consultant.***

- A. The Contractor should, for each assigned project, provide Interior Design Services; as specified in **ATTACHMENT B - *Interior Design Services provided by Interior Design Consultant;*** including labor, supervision, equipment, materials, supplies and incidentals, as required.
1. The Contractor may be asked to serve in the role of an adjunct interior design project manager by overseeing and managing the work of design consultants (not the Contractor's firm). This may include meeting with end users to establish scope of project and individual scope of work of all project resources, establish and manage budget and schedule, manage all project communications, both internal and external, analyze and propose product resources and how VCU will obtain those, manage the process of obtaining all necessary resources for complete and timely project delivery.
- B. **CONTRACTOR PERSONNEL REQUIREMENTS:**
The Contractor shall:
1. Verify that the following assigned personnel are certified as a "Commonwealth of Virginia Certified Interior Designer":
 - a) The "Principal";
 - b) The "IDPM"; and all
 - c) "Senior Interior Designers."
 2. Notify the VCU Interior Design Project Manager, as soon as possible, of any changes to personnel within the firm's VCU team.
 3. Guarantee Confidentiality:
The Contractor's personnel may have access to confidential information regarding employees, students, patients, or the public, or to proprietary or other confidential business information belonging to Virginia Commonwealth University (VCU). VCU and its employees, students, patients, or others may suffer irreparable harm by disclosure of confidential or proprietary information and VCU may seek legal remedies available to it should such disclosure occur.

The Contractor's personnel shall not:

- a) Access data that is unrelated to their job duties at VCU.
- b) Disclose to any other person, or allow any other person access to, any information related to VCU that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic email messages, voice mail communication, written documentation, "loaning" computer access codes, and/or other transmission or sharing of data.

C. OWNERSHIP OF INTELLECTUAL PROPERTY:

1. All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract should become the sole property of VCU.
2. Upon request from VCU, the Contractor should promptly provide an acknowledgment or assignment in a tangible form satisfactory to VCU, to evidence VCU's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

D. PRICE REQUIREMENTS:

1. Hourly Rates:

- a) The Hourly Rate should be inclusive of all costs associated with providing the Interior Design Services specified herein, to include, but not limited to all applicable:
 - 1) Travel
 - 2) Tolls
 - 3) Parking
 - 4) Presentation materials (unless previously authorized by the VCU IDPM)
 - 5) Fax transmission/electronic submissions (e.g. CDs, DVD, etc.)
 - 6) Local/long distance/cellular telephone calls
 - 7) Project "Close-out Manuals"
 - 8) As Built drawings

2. Billable Expenses: The Contractor, may upon prior approval from the VCU IDPM, bill (at the Contractor's actual cost) separately for furnishing multiple copies of the final drawings (this should be the only cost not included in the "Hourly Rates"); the Contractor shall provide documentation of its actual costs to the VCU IDPM.

3. Firm should provide pricing in accordance with "**ATTACHMENT A - PRICE SCHEDULE.**"

E. CONTRACTOR QUESTIONNAIRE

Referring to **ATTACHMENT B - *Interior Design Services Provided by Interior Design Firm***, as a basis of service expected, please respond to the following:

1. Provide your firm's Experience and Qualifications:
 - a. the number of years your firm has provided the interior design services as specified herein
 - b. the size and scope of interior design projects for which your firm typically provides interior design services
 - c. resume' for each staff proposed for VCU work

2. Describe your experience in providing services to higher education facilities.
3. According to A.1, under VII Statement of Needs, explain your experience in providing this type of service to higher education facilities, including how you prepared to assume an “in-house” staff role. Include specific project description and staff involved.
4. When developing a fee proposal, describe how you estimate time requirements per task and how you ensure the time spent is efficiently utilized.
5. Describe your firm’s philosophy for developing design recommendations. How do you ensure those recommendations are in the client’s best interest?
6. Describe how your firm develops project cost estimates.
7. Describe how your firm will keep the project within budget.
8. Describe how your firm will keep the project on schedule.
9. Describe how your firm provides quality control of drawings and specifications.
10. Describe how your firm ensures consistent, thorough and accurate communication on a project.
11. Explain how you warranty your design work.
12. Describe a project where you teamed with a furniture dealership at the beginning of a project and how the roles of all were organized, defined and performed. Include examples of challenges that arose and how you resolved them to provide customer satisfaction.
13. Describe other services provided by your firm that may be utilized by VCU.
14. How much advance notice will your firm require to initiate interior design services?

VIII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. Instructions are as follows:

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 rejection 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.

1. In order to be considered for award, proposal submissions must contain, at minimum, the following:
 - a. Company Qualifications and Experience
 - b. A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.
 - c. Price Schedule – **Attachment A**

- d. SWaM documentation as required in **Section X**
 - e. Completed Contractor Questionnaire **on separate sheet(s) of paper with firm name at top.**
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 may ultimately result in rejection of the Proposal.
 3. Acknowledge receipt of Addenda(s) found at the bottom of page 2 (if applicable).
 4. Submit one (1) original and five (5) hard copies (paper) of the entire Proposal, including all attachments and all proprietary information (see #6 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. 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.
 6. 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.**
 7. 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
 8. 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.
 9. 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.

10. 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.
11. **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*.
12. Additional information is available at: <http://go.vcu.edu/procurement-purchasing>

IX. PRICING SCHEDULE:

Offeror should provide pricing as described in **Attachment A – “PRICE 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 XIV: 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(s) which, in its opinion, has made the best offer, and shall award the contract to that Offeror(s). 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

Qualifications and Experience	30%
Methodology/Approach	30%
Pricing Schedule	30%
SWaM Status/Utilization*	10%

**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. 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.)
- R. 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.
- S. 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.
- T. 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.
- U. 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.

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. **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.
- C. **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.

D. AWARD OF CONTRACT:

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (*Governing Rules Section 49-D*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

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.

- E. **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.

- F. 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.
- G. PROPOSAL PRICES: Proposal prices shall be in the form of a firm unit price for each item during the contract period.
- H. 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.
- I. 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: _____

Subcontractor Name: _____

License# _____ Type: _____

- J. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
 - i. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - ii. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - iii. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.
- 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. **IDENTIFICATION OF PROPOSAL:** The proposal package should be identified as follows:

From: _____
Name of Offeror Due Date Time

Street or Box Number RFP No.

City, State, Zip Code +4 RFP Title

Name of Contract / Purchase Officer or Buyer: **Interior Design Services/Cheryl Price**

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.

- M. **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.
- N. **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. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

- O. **RENEWAL OF CONTRACT:** The initial term of the contract shall be one (1) year. This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original contract.

Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately sixty (60) days prior to the expiration date of each contract period: 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

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 Service 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.

- P. 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.
- Q. 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.
- R. WORK ESTIMATES: 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
- S. 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.
- T. 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.
- U. 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.

- V. 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.

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

i. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 0.75%, Capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 0.75%, Capped at \$1,500 per order.

ii. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, Capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 1%, Capped at \$1,500 per order.

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

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

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

X. 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).**

Y. 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.

Z. 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.

AA. CRIMINAL BACKGROUND CHECK:

The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations.

<https://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.

BB. 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.

CC. 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 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 below.

XVI. ATTACHMENT(S):

ATTACHMENT A - PRICE SCHEDULE

ATTACHMENT B - VCU FM INTERIOR DESIGN SERVICES PROVIDED BY
INTERIOR DESIGN CONSULTANT

ATTACHMENT C - FURNITURE SPECIFICATION SHEET

Appendix III: Exceptions

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

[illegible]

ATTACHMENT A
PRICE SCHEDULE

RFP SPECIFIED CLASSIFICATION:	HOURLY RATE
Principal:	\$
Project Manager (IDPM):	\$
Senior Interior Designer:	\$
Junior Interior Designer:	\$
Interior Designer:	\$
Furniture Installation Project Manager (FIPM):	\$
Administator:	\$
Adjunct Project Manager:	\$

ATTACHMENT B

Virginia Commonwealth University Facilities Management
Interior Design Services provided by Interior Design Consultant
(Attachment B)
9/1/17

General Requirements – The following are the required services by the Interior Design Consultant (ID).

1. Project Start Up:
 - a. The ID firm shall attend an initial meeting with the VCU end user and project managers to determine the project scope, project cost and budget development, schedule and required interior design services. Number of user groups and decision/approval matrix should also be determined. One point of contact from the user group is desired.
 - b. The ID firm shall provide the VCU Interior Design Project Manager (IDPM) with a fee proposal for Phase 1 – Programming and Conceptual Design Development. A fee proposal for the remainder of the services will be requested upon approval of the project concept and budget.
 - c. The ID firm shall only proceed with the work upon receipt of a VCU purchase order.
2. Project Management – The ID firm will assign a project team to include the Project Manager and design staff. The project manager shall be a Virginia certified (CID) senior level interior designer, pre-approved by VCU, and will be the primary contact by VCU. The project manager shall:
 - a. Reference VCU's Design & Construction Standards for use on all projects. [VCU Design & Construction Standards](#)
 - b. Develop and maintain a project work plan which includes schedule, meetings, deliverables, tasks and all project milestones.
 - c. Communicate with the VCU Interior Design Project Manager (IDPM) on all project matters.
 - d. Schedule, plan, and run all project meetings. Prepare and distribute agendas and meeting minutes following VCU IDPM approval.
 - e. Ensure all project fee proposals will include up to two design revisions, within each phase.
 - f. Assist VCU in project strategy development to include budget and schedule limitations and how to exceed user expectations.
 - g. The ID will provide services as needed for post occupancy warranty resolution issues.
3. Project Budget Development – The ID firm will assist VCU, as required, in estimating probable project costs which may include furnishings, construction (if a renovation project) including finishes and specialty services (i.e. graphics), fees, and other, using historic and/or current cost data for similar projects and furnishings cost data as provided by manufacturers and dealerships. Budget development is an on-going part of all projects and continuously updated as the project phases evolve.
4. Phase I – Programming and Conceptual Design:
 - a. Programming:
 - i. Obtain existing drawings and verify field dimensions, if renovation.
 - ii. User Interviews to obtain all programmatic requirements including space and circulation needs, furnishings and equipment needs, forecasted growth, and aesthetic requirements.
 - iii. Include re-use/refurbishment of existing F&E, if requested. Include details and photographs in the excel spreadsheet.
 - b. Conceptual Design:
 - i. Develop space and generic furniture and equipment (F&E) layouts, including any existing F&E that will remain and/or be refurbished.
 - ii. Develop finishes, graphics, and fabric palettes that align with architectural finishes and meet VCU use requirements.
 - iii. Prepare a preliminary furniture budget, in excel spreadsheet format, with these attributes:
 1. Each room listed by floor, room number, name, department name
 2. Generic furniture description
 3. Quantity
 4. Unit estimated cost, installed
 5. Total estimated cost, installed

6. Notes
 7. Additional columns for Manufacturer, Vendor, Final unit and total cost
 8. Searchable by floor, room name, and generic furniture description
 - iv. Present Program narrative, budget, and schedule to VCU IDPM and user in binder format. Revise as required.
 - v. VCU may request that furniture dealership(s) collaborate with the ID in the furniture selection, finish, and pricing options.
5. Phase II – Remaining Services – If the project is approved to move forward, the VCU IDPM, user, and ID will discuss what services will be required. The ID will prepare a fee proposal for this phase, detailing all tasks, submittals, documents, schedule, budget, and all other terms of the scope of work. Upon approval of the fee proposal and receipt of a VCU purchase order, the ID will perform (any or all as agreed upon):
- a. **Design Development**, including up to two (2) revisions.
 - b. **Contract Documents/Bid Documents**, including data/electric, millwork, lighting, etc., but not requiring stamped architectural documents. ID to meet with internal VCU staff as needed. Note, CAD furniture floor plans must be submitted to VCU's Plan Room at start of construction.
 - c. **Furnishings selection and dealer selection coordination** – Selected dealership(s) will lead the furniture selection process, using the Program, Conceptual and developed design, and preliminary budget. The ID will consult with the dealership(s), as needed, throughout the selection process. Charrettes, presentation review, editing, work sessions, etc., are considered standard means to achieve this. The dealership(s) will prepare final cost data for new furniture, and the ID firm will confirm budget and schedule meet and align with project requirements, prior to user presentation. The ID will also prepare Furniture Specification Sheet(s), using VCU's format, which give overall furniture specifications, photographs, color samples, and cost value information per furniture type.
 - d. **Furnishings installation coordination** – in association with the dealership(s), user, IDPM, construction project manager, general contractor, Furniture Installation Project Manager, Move Manager and others, conduct planning meetings and prepare installation plans, schedules, binders, room identifiers and color coded floor plans for the new and existing furniture installations. Unless otherwise instructed, the ID firm is fully responsible for the entire furniture installation, including scheduling and on site supervision.
 - e. **Construction administration** – of finishes, millwork, lighting, etc., within the scope of the ID work, including answers to Request for Information during procurement process.
 - f. **Punch List Development** of interior renovations, finishes, and/or furniture, etc., within the scope of the ID work.
 - g. **Training** of users in product use, manufacturers cleaning recommendations, maintenance, and all warranty parameters. This information should also be clearly written and documented in the project close out manual. Warranty information must include all components of an item (i.e. fabric and chair frame).
 - h. **LEED Data gathering** and submittal
 - i. **Interior graphics and/or signage**, using VCU's sign standards, to be defined as needed.
 - j. **Project Close Out** – includes:
 - i. Close Out Manual – two (2) binder submittals required (consider adding to the binder submittal at the end of Phase 1) to include all of the following:
 1. All final furniture plans and other drawings
 2. Final furniture selections – photographs of the final, installed piece of furniture, showing the final finish and fabric selections, including vendor contact information and final pricing.

3. Final finish samples, or photographic images of same, noted with Finish Key legend and specifications. Small format preferred.
 4. LEED, testing (if applicable), cleaning, and warranty information (see "g." above).
 5. Final project cost data.
- ii. As Built Drawing Documentation - ID will provide the As Built drawing set that reflect all design decisions and changes made during installation or after the installation drawings were finalized.

VCU Requirements

1. Propose best furniture solutions, including finishes and fabrics, to meet VCU's needs. Pay particular attention to upholstery fabric selections (fiber content, backings, cleaning requirements, durability and manufacturer seaming). The use of COM textiles must be pre-approved by VCU and must be considered on how it may impact manufacturer product warranties. All VCU facilities receive extreme use. Proposed products must meet high durability requirements. All proposed products must meet building and fire safety codes. Furniture solutions should be what is best for VCU and user needs and not limited to one manufacturer.
2. Notify the VCU IDPM immediately if an end user contacts you directly with conflicting programmatic requirements or additional service requests. Do not proceed without approval from the VCU IDPM.
3. Never use modesty panels or workstation panels against walls. All data/electrical outlets must be accessible.
4. VCU prefers to utilize established purchasing contracts. The VCU IDPM must give permission to waiver from this requirement.

The following are considered additional services and not included in primary contract:

1. Revisions due to change in project scope/design direction.
2. Excessive schedule changes or project delays.
3. Revisions in excess of required minimum.
4. Change order/VE due to user/IDPM/Dealership changes, changes to budget, etc.
5. Meetings that consistently exceed quantitative number and/or timeframes.
6. Allowable research & documentation for design/product application in unusual circumstances.
7. BCOM or City of Richmond coordination.
8. Furniture specifications (if dealership(s) are not involved).



Virginia Commonwealth University

ATTACHMENT C

Furniture Specification Sheet

Date:

Revised:

Tag #

Project Name:

Location(s):

(keyed to plan)

Quantity:

Manufacturer:

Photograph/Illustration

Product Name:

Product Number:

Description:

Dimensions:

Finishes:

Construction:

Special Features:

Special Instructions:

Finish Specification(s) and Color Representation(s)



Level™ Certification of this product:

LEED Credits this product supports:

Specifier: