



VCU

Procurement Services

May 31, 2022

Lewis Cable, Jr.
C&C Electrical Service, Inc.
103 Roxbury Industrial Court
Charles City, VA 23141

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

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

RE: Contract #: 8494638TH-01
Renewal No.: Three of four available

Mr. Cable,

Your firm's contract with Virginia Commonwealth University (VCU) for **Electrical Repair Services** expires on **6/22/2022**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 8494638TH-01.

Services shall be provided for renewal period: 6/23/2022 through 6/22/2023.

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.

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
Category Manager
A/E, Facilities, Construction

Contract #: 8494638TH-01 Electrical Repair Services

RESPONSE:

C & C Electrical Service, Inc

Name of Firm

Signature

Wm Lewis Cable, Jr

Name Printed

President

Title

5-31-22

Date



Procurement Services

May 27, 2021

Lewis Cable, Jr.
C&C Electrical Service, Inc.
103 Roxbury Industrial Court
Charles City, VA 23141

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

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

RE: Contract #: 8494638TH-01
Renewal No.: Two of four available

Mr. Cable,

Your firm's contract with Virginia Commonwealth University (VCU) for **Electrical Repair Services** expires on **6/22/2021**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 8494638TH-01.

Services shall be provided for renewal period: 6/23/2021 through 6/22/2022.

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

OPTIONAL USE CONTRACT:

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

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

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

Contract #: 8494638TH-01 Electrical Repair Services

RESPONSE:

C & C Electrical Service, Inc

Name of Firm

Wm Lewis Cable

Signature

Wm Lewis Cable, Jr

Name Printed

President

Title

5-27-21

Date



VCU

Procurement Services

May 11, 2020

Lewis Cable, Jr.
C&C Electrical Service, Inc.
103 Roxbury Industrial Court
Charles City, VA 23141

RE: Contract #: 8494638TH-01
Renewal No.: One of four available

Mr. Cable,

Your firm's contract with Virginia Commonwealth University (VCU) for **Electrical Repair Services** expires on **6/22/2020**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 8494638TH-01.

Services shall be provided for renewal period: 6/23/2020 through 6/22/2021.

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.

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

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

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

Sincerely,
Teresa L. Hall, VCA, VCO, 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 #: : 8494638TH-01 Electrical Repair Services

RESPONSE:

C&C Electrical Service, Inc

Name of Firm

Signature

Wm Lewis Cable, Jr

Name Printed

President

Title

May 12, 2020

Date



VCU

Procurement Services

**Commonwealth of Virginia
Standard Contract**

Contract Number: 8494638TH-01

This optional use contract is entered into on June 23, 2019 by C&C Electrical Service Inc., 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 June 23, 2019 through June 22, 2020 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) Appendix A – Contract Modification
- (3) Addendum No. 1 dated March 26, 2019
- (4) The RFP 8494638TH dated March 6, 2019
- (5) The contractors Proposal dated April 8, 2019

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) Appendix A – Contract Modification
- (3) Addendum No. 1 dated March 26, 2019
- (4) The RFP 8494638TH dated March 6, 2019
- (5) The contractors Proposal dated April 8, 2019

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: C&C Electrical Service, Inc.

By: Wm Lewis Cathe, Jr.

Date: 6-21-19

Name Printed: Wm Lewis Cathe, Jr.

Title: President

Purchasing Agency: Virginia Commonwealth University

By: Josh Van Dyck

Date: 6/24/19

Name Printed: Josh Van Dyck

Title: Associate Director VCU Procurement

CONTRACT APPENDIX A – 8494638TH-01
NEGOTIATED CLARIFICATIONS, MODIFICATIONS, AND ADDITIONS TO CONTRACT

VCU and C&C Electrical Inc. agree as follows:

- 1. Truck stock pricing will be based on attached list, all other materials are at cost and require back up documentation.**



Mayer Electric Supply Co. Inc.
 1505 Sherwood Avenue Richmond, VA 23220
 Phone Number# 804-353-3003

Sales Quote

Sold To: 6169693
 C & C ELECTRICAL SERVICE, INC
 103 ROXBURY INDUSTRIAL COURT
 CHARLES CITY VA 23030

Ship To:
 C & C ELECTRICAL SERVICE, INC
 103 ROXBURY INDUSTRIAL COURT
 CHARLES CITY VA 23030

Created Date: 06/04/19
 BR # 708500
 Quote # 1056595SQ

PIPE AND WIRE QUOTE VOID AFTER: 06/05/19

QUOTE VOID AFTER: 07/04/19

Delivery Instructions:

| Ship Date | Ship Via | Customer P.O. | Release # | Ticket Writer: | 101602 | Bradley, Andrew |
|-----------|-----------|----------------------------|---------------------------|----------------|-------------------|-----------------|
| | Our Truck | QUOTE | | Account Mgr. | 101602 | Bradley, Andrew |
| Line No. | Order Qty | Item Number | Description | Ship Qty | Price | Extended Price |
| 1.000 | 100 | EMT12 | CONDUIT - EMT 1/2 | 100 | 40.4400 Per C | 40.44 |
| 2.000 | 50 | TNBTC121A NON-INSULATED | CONN EMT STL SS 1/2IN | 50 | 15.1500 Per C | 7.58 |
| 3.000 | 50 | TNBTK121A | COUPLING EMT STL SS 1/2IN | 50 | 19.5300 Per C | 9.77 |
| 4.000 | 100 | ARL370 | STRAP 1/2IN 1H EMT | 100 | 8.4300 Per C | 8.43 |
| 5.000 | 100 | EMT34 | CONDUIT - EMT 3/4 | 100 | 71.4100 Per C | 71.41 |
| 6.000 | 50 | TNBTC122A NON-INSULATED | CONN EMT STL SS 3/4IN | 50 | 61.2800 Per C | 30.64 |
| 7.000 | 50 | TNBTK122A | COUPLING EMT STL SS 3/4IN | 50 | 30.3000 Per C | 15.15 |
| 8.000 | 100 | ARL371 | STRAP 3/4IN 1H EMT | 100 | 13.8400 Per C | 13.84 |
| 9.000 | 100 | EMT1 | CONDUIT - EMT 1IN | 100 | 122.7500 Per C | 122.75 |
| 10.000 | 25 | TNBTC123A NON-INSULATED | CONN EMT STL SS 1IN | 25 | 41.3900 Per C | 10.35 |

TERMS AND CONDITIONS GOVERNING THIS QUOTE ARE AVAILABLE ONLINE AT WWW.MAYERELECTRIC.COM OR UPON REQUEST.

BY ACCEPTING THIS QUOTE, YOU AGREE AND UNDERSTAND THE TERMS AND CONDITIONS GOVERNING THIS QUOTE.

To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Customer in this Contract.
 The customer warrants that there are no governmental contracting requirements or regulations that apply to this transaction (including without limitation any Federal Acquisition Regulations) other than such terms as have been disclosed to Seller and agreed to by Seller in writing prior to Seller agreeing to this transaction.



Mayer Electric Supply Co. Inc.
 1505 Sherwood Avenue Richmond, VA 23220
 Phone Number# 804-353-3003

Sales Quote

Created Date: **06/04/19**
 BR # 708500
 Quote # **1056595SQ**

Sold To: 6169693
 C & C ELECTRICAL SERVICE, INC
 103 ROXBURY INDUSTRIAL COURT
 CHARLES CITY VA 23030

Ship To:
 C & C ELECTRICAL SERVICE, INC
 103 ROXBURY INDUSTRIAL COURT
 CHARLES CITY VA 23030

PIPE AND WIRE QUOTE VOID AFTER: 06/05/19

QUOTE VOID AFTER: 07/04/19

Delivery Instructions:

| Ship Date | Ship Via | Customer P.O. | Release # | Ticket Writer: | 101602 | Bradley, Andrew |
|-----------|-----------|----------------------|--------------------------------|----------------|----------|-----------------|
| | Our Truck | QUOTE | | Account Mgr. | 101602 | Bradley, Andrew |
| Line No. | Order Qty | Item Number | Description | Ship Qty | Price | Extended Price |
| 11.000 | 25 | TNBTK123A | COUPLING EMT STL SS 1IN | 25 | 47.3300 | 11.83 |
| | | | | | Per C | |
| 12.000 | 50 | ARL372 | STRAP 1IN 1H EMT | 50 | 26.0000 | 13.00 |
| | | | | | Per C | |
| 13.000 | 25 | TNBCY12 | BOX 3-1/2D CUTIN SW/REC GNGBLE | 25 | 163.9800 | 41.00 |
| | | | | | Per C | |
| 14.000 | 25 | TNB820D | BOX SUPPORT 1-1/2 OLD WORK | 25 | 72.0300 | 18.01 |
| | | | | | Per C | |
| 15.000 | 50 | TNB521511234EW | BOX 4SQ 1-1/2D 1/2&3/4 KO | 50 | 75.7200 | 37.86 |
| | | | | | Per C | |
| 16.000 | 500 | THN14STRBK | THHN-14-BLK-19STR-CU-500S/R | 500 | 76.3500 | 38.18 |
| | | | | | Per M | |
| 17.000 | 500 | THN12STRBK | THHN-12-BLK-19STR-CU-500S/R | 500 | 121.8400 | 60.92 |
| | | | | | Per M | |
| 18.000 | 500 | THN10STRBK | THHN 10 STR BLK CU 500 | 500 | 186.2800 | 93.14 |
| | | | | | Per M | |
| 19.000 | 250 | MCA122WG | MCA 12/2 WG 250FT COIL | 250 | 439.1300 | 109.78 |
| | | BK, WH & GREEN SOLID | | | Per M | |
| 20.000 | 50 | ARLSG38 | SADDLEGRIP CONN 3/8IN | 50 | 65.4900 | 32.75 |
| | | 0.405 - 0.612 | | | Per C | |

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 Phone Number# 804-353-3003

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 C & C ELECTRICAL SERVICE, INC
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Delivery Instructions:

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|------------|-----------|-------------------------------|-------------------------------|----------------|-----------|-----------------|
| | Our Truck | QUOTE | | Account Mgr. | 101602 | Bradley, Andrew |
| Line No. | Order Qty | Item Number | Description | Ship Qty | Price | Extended Price |
| 21.000 | 10 | PSSCS20AC1W | SWITCH 1P/20A 120/277V WHITE | 10 | 2.3400 | 23.40 |
| | | | | | Per EA | |
| 22.000 | 10 | PSSCR15W | RECEPT - DUPLEX 15A 125V W | 10 | 1.5300 | 15.30 |
| | | | | | Per EA | |
| 23.000 | 10 | PSSCR20W | COMMER. DUPLEX 20A/125V WHITE | 10 | 1.5300 | 15.30 |
| | | | | | Per EA | |
| 24.000 | 10 | PSS2097W | GFCI SELF-TEST 20A 125V WHITE | 10 | 16.3000 | 163.00 |
| | | | | | Per EA | |
| 25.000 | 500 | IDLB2500JR | BCP B2 RED 500/JAR | 500 | 13.2600 | 66.30 |
| | | | | | Per C | |
| 26.000 | 10 | TNBB1400HS10EG | STRUT 14G SHALLOW SLOT 10FT | 10 | 158.3500 | 15.84 |
| | | 13/16X1-5/8 GALV, 9/16X1-1/8H | | | Per C | |
| 27.000 | 10 | TNBA1400HS10EG | STRUT 14G DEEP SLOT 10FT | 10 | 190.8400 | 19.08 |
| | | 1-5/8X1-5/8 GALV, 9/16X1-1/8H | | | Per C | |
| Sub Total: | | | | | | 1,105.05 |
| | | | | Tax Rate | Sales Tax | Total Order |
| | | | | 5.3 % | 58.56 | 1,163.61 |

Thank You.
 Andrew Bradley
 abradley@mayerelectric.com
 Phone: 804-353-3003
 Fax: 804-355-3968

ACCEPTANCE: _____ Date: _____

Mayer Electric Supply Co. Inc.

TERMS AND CONDITIONS GOVERNING THIS QUOTE ARE AVAILABLE ONLINE AT WWW.MAYERELECTRIC.COM OR UPON REQUEST.

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VCU

Procurement Services

RFP-Addendum

DATE: 3/26/2019

ADDENDUM NUMBER ONE (1), TO ALL OFFERORS

Reference-Request for Proposal: RFP# 8494638TH

Commodity/Title: Electrical Repair and Installation Services

Issue Date: 3/6/2019

Proposal Due: 4/8/2019 at 11:00 A.M.

Pre-Proposal Conference: 3/19/2019

The addenda includes the questions and answers, as well as the sign in sheet and copies of business cards from the Pre-Proposal Conference, questions that have been emailed to me after the pre-proposal meeting, and the new Pricing Schedule, APPENDIX IV. I have included an excel version of the Pricing Schedule, APPENDIX IV which has been uploaded to eVA for your use.

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

Very truly yours,
Teresa Hall
804.828.3409

Name of Firm

Signature/Title

Date

**VCU**

Procurement Services

Questions and Answers from Pre-Proposal Conference

Conference was held 3/19/2019

Question One: Page 9, section b) states “Hourly rate requirements should be in accordance with the “Standard Rate” or the “Overtime Rate” as indicated in Attachment B. Where is Attachment B?

Answer One: Attachment B has been removed and should be replaced with APPENDIX IV which is now the pricing schedule and is attached in eVA as an excel file for your use. Please submit APPENDIX IV – Pricing Schedule with your proposal and do not list pricing in the table that is on page 13, Section G., under Price Proposal.

Question Two: Is there a formula for pricing?

Answer Two: Yes.

$$\frac{\text{Lowest Price Offered}}{\text{Price of Offer being Evaluated Points}} = \% \text{ Factor} \times \text{Maximum Available} = \text{Points Assigned}$$

Question Three: On Page 17, Section XXI. Award of Contract, it states the Commonwealth reserves the right to make multiple awards as a result of this solicitation, how many contractors do you plan on awarding to?

Answer Three: VCU cannot make that determination until the committee evaluates the proposals that are received, however this will be a multiple award contract. Historically, there have been two to three contractors on the electrical services time and material contract.

Question Four: Do we need to submit a copy of our business license?

Answer Four: Yes, provide a copy of your business license from DPOR to include the electrical specialty.

Question Five: What kind of parking is available?

Answer Five: VCU does not provide parking for the contractors. VCU may be able to work with contractors on a case by case basis to only allow offloading at a dock or building. Parking is the responsibility of the contractor and shall be included in your hourly rate.

Question Six: What is the anticipated start date?

Answer Six: The start date for the new contract shall be 6/23/2019.



VCU

Procurement Services

Question Seven: Can you provide the historical data regarding estimated spend?

Answer Seven: The spend between three contractors for the Term year of 6/23/2017 – 6/22/2018 is approximately \$330,000.00 and the spend between two contractors for the existing contract term year 6/23/2018 – present is approximately \$100,000.00.

This is a Time and Material Contract, and is utilized based on the University's needs.

The needs may change from year to year based on the workload and budget available for electrical projects.

Question Eight: What is the criteria for evaluation of the proposals?

Answer Eight: The evaluation criteria is listed on page 16 under section XX. Evaluation Criteria.

Question Nine: Do you want us to list additional services we offer?

Answer Nine: You may list additional services you offer on APPENDIX IV – Price Schedule, however these services are not part of the contract and will not be considered in the evaluation process.

End of questions and answers.

Note: Additional questions will be received until 5:00 P.M. on 3/29/2019. All questions need to be emailed directly to me at tlhall2@vcu.edu. Do not contact any of the other VCU Representatives on the Conference Register. They will not be able to answer your questions directly.



VCU Procurement Services

RFP No. 8494638TH

RFP TITLE: Electrical Repair and Installation Services

Optional Pre-proposal Meeting

DATE: March 19, 2019

TIME: 11:00 AM EST

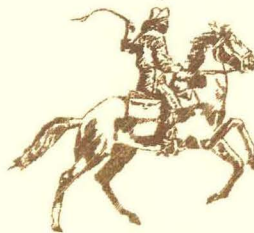
| | Employee Representative (Please Print) | Company Name (Please Print, indicate if SWaM) | Telephone Number | E-mail Address (Please Print) | Signature |
|---|---|--|---------------------|------------------------------------|-----------|
| 1 | Ben Pitts | EXPRESS ELEC | 804-291-6348 | BPITTS@ EXPRESS ELEC. COM | |
| 2 | Jeana Jenkins | Express Electric | 804-798-9205 | jjenkins@ expresselec.com | |
| 3 | CARL Lynn | EMCOR | 301-215-0075 | CLynn@Combustionrec.com | |
| 4 | Brandon Berry | Colonialwebb | (804) 221-1407 | brandon.berry@ colonialwebb.com | |
| 5 | Kathannie Barnes | VCU | | | |
| 6 | Christopher S Lewis | VCU | 827-7006 | | |
| 7 | Sylvia Britt | VCU | 827-1482 | sibritt@vcu.edu | |
| 8 | | | | | |



JEANA JENKINS
Secretary / Treasurer

P.O. Box 2098
Ashland, Va. 23005
(804) 798-9305
Fax (804) 798-5671
email: jjenkins@expresselec.com

EXPRESS ELECTRIC COMPANY



BEN PITTS
Service Manager

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Ashland, Va. 23005
(804) 798-9305
Fax (804) 798-5671
Cell (804) 291-6348
email bpitts@expresselec.com

EXPRESS ELECTRIC COMPANY



Carl Lynn
Service Technician Coordinator



Combustioneer Corporation
4420 Lottsford Vista Road, Suite 1
Lanham, MD 20706
301.340.2290 Direct: 240.453.8054
eFax: 866.635.1714 Cell: 301.215.0075
clynn@combustioneer.com
www.combustioneer.com



BRANDON BERRY, CEM
Certified Energy Manager - Life Cycle Solutions

804-916-1380
804-221-1407
Brandon.Berry@ColonialWebb.com
www.ColonialWebb.com

SAFETY | INTEGRITY | EMPATHY | URGENCY

APPENDIX IV

RFP 8494638TH PRICING SCHEDULE - ADDENDUM No. 1

| Regular Time | Hourly Rate |
|---|--------------------|
| Project Manager (to be used on a case by case basis for larger and more complex projects) | |
| Master Electrician | |
| Journeyman | |
| Apprentice | |
| Helper | |

| Overtime | Hourly Rate |
|---|--------------------|
| Project Manager (to be used on a case by case basis for larger and more complex projects) | |
| Master Electrician | |
| Journeyman | |
| Apprentice | |
| Helper | |

Note:

~ Normal business hours defined as 7:30 am to 4:00pm Monday through Friday, excluding University holidays.

~ Overtime hours defined as 4:00pm to 7:30am Monday through Friday; Saturday and Sunday; and contractor observed holidays.

~ Hourly rates shall be fully burdened to include all items noted on page 8-9 of RFP 8494638TH, section F, 1. b), which Addendum No 1 removes "Attachment B" and replaces it with "RFP 8494638TH - APPENDIX IV - Pricing Schedule, and includes parking in the fully burdened hourly rate.

Other Services Offered (not considered in the evaluation process):



VCU Procurement Services

Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY REQUEST FOR PROPOSALS (RFP) #8494638TH

Issue Date: 3/6/2019
Title: Electrical Repair and Installation Services
Issuing and Using Agency: Virginia Commonwealth University (VCU)
Direct Inquiries to: Teresa Hall, Senior Buyer
THall2@vcu.edu

Proposal Due Date (Firm): 4/8/2019
11:00AM

Proposal Delivery Addresses: VCU
Procurement Services – Proposal Processing
912 W. Grace Street, 5th Floor
Richmond, VA 23284

Note: Do not send via US Mail.

Access to Solicitation: This solicitation and any addenda are posted and may be accessed at any time at: <http://www.eva.virginia.gov>



A VASCUPP Member Institution

VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
Electrical Repair and Installation Services
#RFP 8494638TH

OFFER FORM

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 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 Purchasing. Any work relative to this solicitation 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.**

A. GENERAL INFORMATION:

Name & Address of Firm:

| | |
|--|--|
| <p>_____</p> <p>_____</p> <p>_____ Zip Code _____</p> <p>E-Mail Address: _____</p> <p>Telephone: (____) _____</p> <p>Toll free, if available</p> <p>DUNS NO.: _____</p> | <p>Date: _____</p> <p>By <i>(Signature In Ink)</i>: _____</p> <p>Name Typed: _____</p> <p>Title: _____</p> <p>Fax Number: (____) _____</p> <p>Toll free, if available</p> <p>FEI/FIN NO.: _____</p> |
|--|--|

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

| | | |
|--|--------------------------------|-------|
| MINORITY-OWNED BUSINESS: () YES () NO | WOMEN-OWNED: () YES () NO | |
| REGISTERED WITH eVA: () YES () NO | SMALL BUSINESS: () YES () NO | |
| VIRGINIA DSBSD CERTIFIED: () YES () NO | VIRGINIA DSBSD CERTIFICATION#: | _____ |

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

| | |
|--|---|
| Check the box to the left "if" your proposal contains proprietary or confidential information. If so, <i>add an attachment sheet to this form with details.</i> | See Paragraph X for more information |
|--|---|

D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation.

See Paragraph VIII for more information

| | | | |
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| Addendum # | | Addendum # | |
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Affix this Form as the FIRST PAGE of your proposal.

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I. PURPOSE

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals for sources for electrical repair, maintenance and installation services to be used on an as needed basis for Virginia Commonwealth University (the lead issuing institution and hereafter referred to as “the University” or “VCU”), an agency of the Commonwealth of Virginia.

Term: 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.

- B. COOPERATIVE PROCUREMENT: 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.

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

II. THE UNIVERSITY

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities with an academic medical center nationwide to receive Carnegie Foundation designations of “Highest Research Activity” and “Community Engaged.” As one of the nation’s top research universities, VCU attracts more than \$275 million a year in sponsored research funding.

VCU Health is one of the nation’s leading and Central Virginia’s only academic medical center. It includes the VCU Health System Hospitals and outpatient clinics, MCV Physicians - a practice of more than 600-physician/faculty members, and the health sciences schools of VCU.

The university and its medical center are the largest-single employer in the Richmond area, with more than 27,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU’s direct economic impact to Virginia is estimated to be more than \$3 billion in annual spending that supports more than 40,000 jobs.

VCU’s 16 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men’s and women’s basketball, baseball, golf,

men's soccer and men's and women's tennis, including the VCU men's basketball team's run to the Final Four in 2011.

III. PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at 11:00AM on 03/19/2019 at:

**912 West Grace Street
5th Floor Conference Room 5101
Richmond, VA 23284**

For directions and paid parking information visit:

<https://parking.vcu.edu/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 tlhall2@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.

IV. STATEMENT OF NEEDS

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

A. General

The Contractor shall provide all labor, supervision, equipment, tools, materials, transportation and incidentals, as necessary, to provide time and material services for repair and installation of electrical equipment, above and underground, for the VCU Physical Plant on the Monroe Park and MCV campuses to include electrical systems and their associated distribution equipment, local generators and conductors in accordance with recognized electrical industry standards. All equipment, materials and installation work shall comply with this specification, the Virginia OSHA Standards, the Virginia Uniform Statewide Building Codes, and other authorities of jurisdiction. All work shall be on the customer side of the utilities step-down transformer. No work will be done on equipment that, when energized, will have a potential voltage to ground or phase to phase over 500 volts.

1. Services for repair and installation include, but are not limited to:
 - a. Furnish and/or install permanent or temporary generators including any necessary site work.
 - b. Install or repair switchgear including service entrance switches or other devices located within
 - c. Install new or replace conductors in existing conduit, both high and low voltage
 - d. Install or replace conduit or race way
 - e. Install, repair or replace motor starters or controllers
 - f. Install, repair or replace variable frequency drives
 - g. Install, repair or replace low voltage controls such as fire alarm, access controls, building automation systems or other means of data transmission

2. Definitions

For the purposes of this RFP, "services" should be defined to include, but not be limited to, the following:

- a. Time and material services defined as
 - i. non-emergency unscheduled repair
 - ii. emergency repair/ installation services necessary, regardless of the nature of the cause, as solely determined by VCU
 - iii. improvement/ enhancement services to achieve improved or enhance equipment operating efficiency
 - iv. new installations
 - b. Services include, but are not limited to
 - i. adjusting
 - ii. calibrating
 - iii. checking all applicable equipment parts and components
 - iv. diagnosing
 - v. installing
 - vi. repairing
 - vii. replacing
 - viii. servicing
3. VCU's main contact will be the Contract Administrator or other designated personnel as determined by VCU.
 4. The Contractor should be solely responsible for all parking arrangements: VCU will not provide any parking accommodations.
 5. VCU will not provide on-site office space and/or storage facilities
 6. The Contractor should have performed/ provided electrical services for the previous five (5) years on a continual basis following all NFPA 70 National Electrical Codes and other codes of authorities having jurisdiction.
 7. The Contractor shall have an active Class A Contractor's license issued by the Virginia Department of Professional and Occupational Regulation (DPOR) with appropriate specialties to provide the specified services.

B. Permits and Standards

1. At minimum, the Contractor shall provide/ perform all goods and services in accordance with the following codes:
 - a. NFPA Standards
 - b. Virginia OSHA Standards
 - c. The Virginia Uniform Statewide Building Codes
 - d. VCU Construction Standards
 - e. State Fire Prevention Codes
 - f. Maintain all UL listings
 - g. Others according to authorities having jurisdiction
2. City of Richmond Approval/ Permits
 - a. Obtain approval of all goods/ services to be provided or performed from local authorities having jurisdiction as required
 - b. Obtain approval of all goods/ services to be provided or performed under a street from "Miss Utility"/ City of Richmond prior to providing or performing any work on underground equipment.
 - c. Obtain a hot work permit for any goods or services that involve welding; furnish all welding equipment as required per the hot work permit
 - d. Obtain any required building permits
 - e. Provide copies of all permits to the VCU designated personnel.

C. Service Requirements Repair, Maintenance, and Installation

1. The Contractor should furnish all goods and services necessary to provide/ perform all "Time and Material Services" for buildings on the Monroe Park Campus and the MCV Campus to include, but not be limited to:
 - a. supervision
 - b. labor
 - c. equipment
 - d. rental equipment
 - e. test equipment
 - f. tools
 - g. materials/ supplies/ incidentals
 - h. repair/ replacement parts
 - i. transportation
 - j. permits
 - k. installation of all equipment repair and/or replacement parts
 - l. report preparation

Contractor shall utilize the current and appropriate equipment tools, devices, and repair and replacement parts to provide all goods and perform all services.

2. Equipment Operation
 - a. Non-emergency unscheduled repair/ installation services and emergency repair/installation services: return the applicable equipment to optimum operating conditions, as defined by the original equipment manufacturer (OEM), and in accordance with the OEM's recommendations
 - b. Improvement/ enhancement services: ensure that the applicable equipment achieves improved and/or enhanced operating efficiency.
3. Take all necessary precautions to prevent damage that may result in system failure.
4. At minimum, the Contractor should acquire all required equipment, parts, or components for time and material services in the most expeditious manner possible.

D. Rental Equipment Requirements

1. Furnish all rental equipment as applicable or required to provide/ perform time and material services
2. Coordinate all efforts required to ensure that the rental equipment is fully operational at the VCU jobsite and is properly removed from the VCU jobsite, to include, but not be limited to:
 - a. inbound and outbound freight
 - b. transportation to and from the VCU jobsite
 - c. rigging
 - d. assembly/ setup
 - e. installation
 - f. disassembly/ tear down

E. Service Hour Requirements

1. The Contractor should observe the following:
 - a. Normal business hours defined as 7:30 am to 4:00pm Monday through Friday, excluding University holidays.
 - b. Overtime hours defined as:
 - i. 4:00pm to 7:30am Monday through Friday,
 - ii. Saturday and Sunday
 - iii. Contractor observed holidays
2. Services and business hours:

- a. Scheduled maintenance, repair and installation to be provided / performed during normal business hours or during overtime hours.
- b. Non-emergency unscheduled repair, installation services, improvements and enhancement services to be provided / performed during business hours or overtime hours as directed.
- c. Emergency repair / installation services to be provided / performed seven (7) days per week, twenty-four (24) hours per day to include normal business hours and overtime hours.

Note: The Contractor should prioritize all requests by VCU for emergency repair / installation services, and should only provide emergency repair / installation services at VCU's request.

3. On site response time

- a. Non-emergency unscheduled repair/ installation services and improvements/enhancements: a qualified technician is to be on site at the nature of the problem with forty-eight (48) hours of receiving the work request (via e-mail or telephone from the VCU designated personnel).
- b. Emergency repair / installation services: a qualified technician is to provide verbal confirmation within one (1) hour and be on site at the location of the problem within two (2) hours of receiving the work request (via email or telephone from the VCU designated personnel).
- c. Responding technician will check-in with VCU operations center upon arrival at site and check –out when service call is completed. Contractor should follow up with VCU designated personnel with a detailed report within three (3) business days for evaluation of service call.

4. Staffing

- a. At a minimum, during the contract term, the Contractor shall employ a level of staffing to provide the required level of performance.
- b. VCU will require a minimum of one (1) journeyman electrician and one (1) helper on all work.
- c. Any and all work performed at VCU shall be under the supervision of at least a journeyman electrician. This individual shall remain on site while work is being performed.

5. Personnel Requirements

- a. Contractors personnel assigned to this contract should wear approved uniforms, as provided by the contractor, bearing the Contractor's emblem and the employee's name. All contractor personnel should wear their company photo ID Badge in a visible location at all times while on the jobsite.
- b. The on-site superintendent assigned to VCU by the contractor should be fluent in written and spoken English with the ability to effectively communicate with the individuals supervised.
- c. Employees are required to carry their VCU ID cards at all times. Failure to do so shall result in them being asked to leave the project site to retrieve their ID card, at no additional cost to VCU. Employees are prohibited from utilizing another employee's VCU ID card at any time. Failure to follow this requirement shall result in that employee not being allowed to work at VCU.

F. Quote Requirements

1. Upon request from the VCU Project Manager or designee, the contractor should submit a written quote that identifies the:

- a) Specific time and material services to be provided/ performed, to include the:

- i. Applicable contract job classification(s)
 - ii. Service hours within which work is to be performed
 - iii. Applicable contract hourly rate per job
 - iv. Estimated number of hours per job classification
 - v. Estimated cost for materials/ supplies/incidentals
 - vi. Rental equipment pricing if applicable
 - vii. Permit pricing if applicable
 - viii. Total fixed not-to-exceed price for completing the work
 - ix. Work start and completion dates. Contractor should provide 48 hour notice prior to beginning any project.
- b) Hourly rate requirements should be in accordance with the “Standard Rate” or the “Overtime Rate” as indicated in Attachment B. All rates shall be inclusive of all:
- i. Labor
 - ii. Supervision
 - iii. Equipment
 - iv. Tools/ Devices
 - v. Transportation
 - vi. Travel time/ mileage to and from the VCU jobsite
 - vii. Time expended for acquiring required goods/ services to provide/ perform the time and material services
 - viii. Office expenses
 - ix. Report preparation
 - x. Printing/ copying
 - xi. Incidentals

Extra Charges shall not be allowed. Time spent for supervision, transportation of workers, material acquisition, handling and delivery or for movement of Contractor owned or rental equipment is not chargeable directly, but is considered overhead and must be included in the prices. VCU will not pay for Contractor’s time to prepare job estimates. Equipment, tools and materials shall be considered as overhead and be part of Contractor’s rate. Costs related to these items shall not be chargeable directly to the University. All costs associated with the provision of services shall be included in the rate. The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges.

- 2. The Contractor should send all requests for estimates to the VCU designated personnel.
- 3. The Contractor should obtain written authorization to proceed from the VCU Project Manager or designee prior to providing/ performing any time and material services. The written authorization will be accompanied by a work request which should be linked with any associated invoice.
- 4. The terms and conditions of this Request for Proposal will supersede any terms and conditions that may be included with, attached to, or incorporated by reference in the contractor’s quote for such services.
- 5. NOTE: If VCU determines that the quoted price is not fair and reasonable, VCU, in its sole discretion, may request the contractor to reevaluate the price. If the revised price is determined, by VCU in its sole discretion, not to be fair and reasonable, VCU reserves the right to obtain additional quotes from other vendors.

G. Invoicing Requirements

- 1. The contractor shall submit invoices to the Project Manager or designee. Include, on each invoice, the applicable VCU work request number and the purchase order number.
- 2. Include, with each invoice, the breakdown of the quoted total not-to-exceed price.

3. Submit the applicable time sheets with each invoice; non-productive hours at the VCU jobsite shall not be invoiced.
4. Submit copies of vendor invoices for all such charges for reimbursement at the invoice cost.
5. Submit invoice no later than sixty (60) days after completion of project.

H. VCU Obligations

1. VCU will provide the Contract Administrator who will be the main contact, and he/she may designate a primary contact for each project.
2. A primary contact will be assigned for each project
3. Time and material services will be requested from the contractor by telephone or e-mail
4. A work request number will be issued for each service request
5. The primary contact will arrange access to the equipment to be serviced
6. The primary contact will monitor the contractor's performance for quality control and quality assurance

I. VCU Facilities

At minimum the contractor should:

1. Leave each service area in a neat, clean and orderly condition at no additional cost to VCU.
2. Clean up should include, but not be limited to the proper removal (from VCU property) and disposal of all parts containers, shipping crates, and used parts on a daily basis.
3. Properly prepare any equipment for return to OEM or other off-project site as applicable.
4. Deliver cores and old VCU Equipment removed to VCU Surplus and provide the applicable work order number to receiving clerk.
5. Store any apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interrupt or interfere with any activity on the premises.
6. The Contractor expressly undertakes, either directly or through his Subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials and debris caused by his operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance. No such refuse, rubbish, scrap material and debris shall be left within the completed Work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
7. The Contractor expressly undertakes, either directly or through his Subcontractor(s), to remove all surplus material, temporary structures and debris of every nature resulting from this operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all building included in the Contract; and to thoroughly clean all exterior finished surfaces including glass and exterior material. If a Contractor fails to clean up at the completion of the Work, the Owner may do so and charge for costs thereof to the Contractor.
8. The Contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the Owner. The Contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the Owner

J. Workmanship Requirements

The Contractor shall take all measures necessary to reduce/prevent any of the following:

1. Safety Hazards
2. Damage or deterioration to equipment and structures.
3. The Contractor should have the resources to respond to multiple locations, if necessary.
4. The Contractor should have trained and certified technicians to perform installation, repair and maintenance.
5. The Contractor shall have licensure from the Department of Professional and Occupational Regulation (DPOR) to perform installation, repair and maintenance

K. **Protection of Persons and Property**

1. The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every reasonable precaution at all times for the protection of persons and property which may come on the building site or be affected by the Contractor's operation in connection with the Work. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
2. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work performed under any Contract(s) from this RFP.

V. **THE REQUEST FOR PROPOSALS PROCESS – GENERAL**

- A. **Written Proposals:** To properly respond to this Request for Proposals, offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. **Physical Delivery Required:** As noted on the solicitation cover sheet, proposals must be physically delivered to a specific address prior to a FIRM deadline. Electronic submissions shall not be accepted.
- C. **Initial Evaluation and Oral Presentations:** Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.
- D. **Discussions/Negotiations, Final Offers and Selection:** Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two firms may occur. If so, these firms shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. Each of the above steps are described below in detail. It is incumbent upon all offerors to read the entire solicitation to understand the entire solicitation process.

VI. **PREPARATION OF WRITTEN PROPOSALS - GENERAL**

- A. Offerors shall submit:
 1. **Required Forms:** The following forms must be completed and returned with the proposal
 - a) The Offer Form on Page 2 of the RFP
 - b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
 - c) Fully completed Appendix II.
 - d) All forms must be executed by an official representative of the Offeror.
 2. **Hard Copy and Electronic Copy of Entire Proposal**
 - a) Four original hard copies (paper) document of the entire proposal, including all attachments and proprietary information, and
 - b) One electronic copy (on a disc or flash drive) of the entire proposal including all attachments and proprietary information.

VII. **SUBMISSION OF PROPOSALS**

- A. Hard copy, original proposals, along with an electronic version on a disc or flash drive, must be received in Virginia Commonwealth University's Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. Electronic and facsimile submissions shall not be accepted in lieu of a hard-copy submission.
- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is that time on the clock or automatic time stamp in the Office of Procurement Services.
- D. The RFP number, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear on the face of the envelop or box used to deliver proposals. Example:

From:

| | | |
|---|-----------|-------|
| _____ | _____ | _____ |
| Name of Contractor | Due Date | Time |
| _____ | _____ | |
| Street or Box Number | RFP No. | |
| _____ | _____ | |
| City, State, Zip Code +4 | RFP Title | |
| Name of Contract/Purchase Officer or Buyer: _____ | | |

If a proposal is not clearly identified, the Contractor 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.

VIII. **PROPOSAL RESPONSE FORMAT**

- A. General
Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.
- B. Introduction
Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.
- C. Qualifications of the Firm
Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.
- D. Qualification of the Staff
Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.
- E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

F. Work Plan

The Work Plan must contain a comprehensive description of services including the following elements:

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a SBSD certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
8. Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.

G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

| Regular Time | Hourly Rate |
|---------------------|--------------------|
| Project Manager | |
| Master Electrician | |
| Journeyman | |
| Apprentice/Helper | |

| Overtime | Hourly Rate |
|--------------------|--------------------|
| Project Manager | |
| Master Electrician | |
| Journeyman | |
| Apprentice/Helper | |

VASCUPP Zone Map: Please refer to the link below to review the VASCUPP Zone Map. Below your pricing proposal, please identify by number which zones you are willing to service. Contracted Offeror(s) may

add additional zones of service during the contract term at Offeror's discretion. If no zones are identified in your proposal as being excluded, the pricing provided will apply to all zones in the Commonwealth.

<https://vascupp.org/VASCUPPzonemap.pdf>

IX. 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 XXIV: 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 I - 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, POB 980327
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.

X. ADDENDA

A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged.

- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

XI. 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 Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

XII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

1. Clearly denote on the outside of the proposal that it contains proprietary information.
2. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.
3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that it's entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

XIII. 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. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Contractor to insure that its proposal reaches the issuing office by the designated date and hour.

XIV. QUESTIONS AND EXPLANATIONS TO OFFERORS

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: 03/29/2019.

XV. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications, including but not limited to requests for information or comments or speculations regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet, may result in the rejection of the proposal from the non-compliant Offeror.

XVI. ORAL PRESENTATIONS

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. 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. VCU reserves the right to rescore proposals following oral presentations
- B. 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 Contractor's presentation team.

XVII. BEST AND FINAL OFFERS (BAFO):

At the conclusion of negotiations, the Contractor(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 Contractor(s). The Contractor(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.

XVIII. QUALIFICATIONS OF OFFERORS:

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

XIX. CANCELLATION OF SOLICITATION

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.

XX. EVALUATION CRITERIA

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

EVALUATION CRITERIA

| | |
|-------------------------------|-----|
| Qualifications and Experience | 30% |
| Methodology/Approach | 30% |
| Pricing Schedule | 25% |
| SWaM Status/Utilization* | 15% |

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

XXI. AWARD OF CONTRACT

- A. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected offerors.
- B. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- C. The Commonwealth reserves the right to make multiple awards as a result of this solicitation.
- 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.
- E. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

XXII. GENERAL TERMS AND CONDITIONS

A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://procurement.vcu.edu/> or a copy can be obtained by calling University Purchasing at (804) 828-1077.

B. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 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 state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual

Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. Contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
- (2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

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

K. 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.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to

satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

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

O. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any 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 Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

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

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

c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia'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 Purchasing Agency or with the performance of the contract generally.

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

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

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named,

but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the 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 the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. 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 solicitation.

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

T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance 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 the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. 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. The Commonwealth of Virginia 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.)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for 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 or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a

specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: 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.

X. As applicable, federal law requires compliance with the following for all federal government contracts:

1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

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

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date.

Any adjustments (increases/decreases) will be handled through purchase order changes. The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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

Z. FERPA: The following provision applies only if Selected Firm/Vendor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this agreement for

University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

AA. LIMITATION OF LIABILITY: The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this Agreement or in connection with any goods, services, actions or omissions relating to this Agreement, shall not under any circumstance exceed payment of the maximum purchase price.

BB. FORCE MAJEURE: Either party will not be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the control, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

CC. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.

DD. 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.

EE. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

FF. 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.

GG. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

XXIII. SPECIAL TERMS AND CONDITIONS

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- C. AS-BUILT DRAWINGS: The Contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation, or construction. The Contractor shall also provide the Commonwealth with maintenance manuals, and parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- D. 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.
- E. 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: _____

- F. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by the offeror within any 12-month period is seven

hundred and fifty thousand dollars (\$750,000) or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000), the offeror is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR". The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty: _____
Licensed Class B Virginia Contractor No. _____ Specialty: _____
Licensed Class C Virginia Contractor No. _____ Specialty: _____

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

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

- G. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- H. **DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The Owner will not assume any responsibility for receiving these shipments. Contractor shall check with the Owner and make necessary arrangements for security and storage space in the building during installation.
- I. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- J. **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.
- K. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- L. **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.

- M. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- N. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises on a daily basis.
- O. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the forgoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- P. MAINTENANCE MANUALS: The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- Q. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the proposal as nonresponsive.
- R. RADIATION/CHEMICAL/BIOLOGICAL HAZARD AREAS: The personnel employed by the Contractor shall be capable employees, trained and qualified to perform specified services. If the Contractor is to perform work in areas posted with radiation warning signs and/or chemical/biological hazard signs, prior to the commencement of the contract, the Contractor shall contact: (1) the Office of Environmental Health and Safety's (OEHS) Radiation Safety Section (804) 828-9131 for training information as required by the NRC and the Commonwealth of Virginia, and (2) the Chemical/Biological Safety Section (804) 828-4866 for training information in the handling of hazardous materials as required by OSHA, and other regulatory agencies. Radiation Safety and Chemical/Biological Safety will provide the Contractor with the appropriate training information for radiation work areas and hazardous materials. The Contractor shall be responsible for training its employees with the information provided by VCU. New employees are required to receive training prior to working in posted areas. A copy of the training roster shall be submitted to OEHS at the end of each month in which training has occurred. Refresher training shall be conducted by the Contractor and reported to VCU annually. Any additional training requirements identified by VCU shall be coordinated with VCU's Contract Administrator, OEHS, and the Contractor.
- S. PREVENTIVE MAINTENANCE: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- T. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- U. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- V. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- W. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in #1 below. Price increases may be negotiated only at the

time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (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 Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- X. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Y. WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one year following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- Z. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- AA. 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.
- BB. DAMAGE TO PUBLIC OR PRIVATE PROPERTY: Under this contract, the Contractor shall be responsible for making repairs, as necessary, to public or private property damaged by their work at the Contractor's sole expense. Pavement, curbs or sidewalk repairs shall be as specified by the City of Richmond VA, Department of Public Works for each separate location at which time such repairs may be required as a result of the contractor's operations under the Contract.
- CC. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material contract, the Contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at the Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
- DD. 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.

EE. **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, Radford University, University of Mary Washington, and Longwood 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.

FF. **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.

GG. **CRIMINAL BACKGROUND CHECK:**

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

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf> The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.

HH. **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/>. Contractor's employees must wear their VCU identification when they are on VCU property.

XXIV. ATTACHMENTS:

APPENDIX I – SwaM Participation

APPENDIX II – Invoicing and Payment

APPENDIX III - Exceptions

APPENDIX I

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

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

Definitions

- **Small business** is a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

BUSINESSES OWNED BY MINORITIES

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

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

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

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

Commitment for utilization of DSBSD SWaM Businesses:

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

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

Name Printed: _____

Email: _____

Phone: _____

Firm: _____

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:

By (Signature): _____

Name Printed: _____

Title: _____

Email: _____

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

APPENDIX II

INVOICING AND PAYMENT

Invoicing:

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

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

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

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

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

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility

to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

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

Questions regarding this method of payment should be sent to <mailto:commcard@vcu.edu>.

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

Contractor must indicate the method of payment selected:

_____ Commercial Card Payment (Wells Fargo VISA)

_____ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature: _____
Name Printed: _____
Title: _____
Name of Firm: _____
Date: _____

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: _____
Title: _____
Mailing address: _____

Email address: _____
Phone number: _____
Fax number: _____

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]

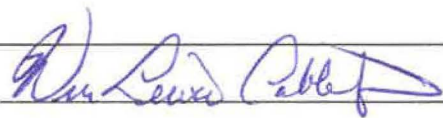
VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
Electrical Repair and Installation Services
#RFP 8494638TH

OFFER FORM

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 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 Purchasing. Any work relative to this solicitation 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.**

A. GENERAL INFORMATION:

Name & Address of Firm:

| | |
|---|---|
| <u>C&C Electrical Service, Inc</u> | Date: <u>4-8-19</u> |
| <u>103 Roxbury Industrial Ct</u> | By (Signature In Ink):  |
| <u>Charles City</u> <u>Zip Code 23141</u> | Name Typed: <u>Wm Lewis Cable, Jr.</u> |
| E-Mail Address: <u>lewis.cable@candcelectricalservice.com</u> | Title: <u>President</u> |
| Telephone: (<u>804</u>) <u>966-1830</u> | Fax Number: (<u>804</u>) <u>966-1850</u> |
| Toll free, if available | Toll free, if available |
| DUNS NO.: <u>62-777-3674</u> | FEI/FIN NO.: <u>54-1580994</u> |

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

| | | |
|--|--|---------------|
| MINORITY-OWNED BUSINESS: () YES () NO | WOMEN-OWNED: () YES () NO | |
| REGISTERED WITH eVA: (X) YES () NO | SMALL BUSINESS: (X) YES () NO | |
| VIRGINIA DSBSD CERTIFIED: (X) YES () NO | VIRGINIA DSBSD CERTIFICATION#: | <u>649919</u> |

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

| | |
|---|---|
| Check the box to the left "if" your proposal contains proprietary or confidential information. If so, add an attachment sheet to this form with details. | See Paragraph X for more information |
|---|---|

D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation.

See Paragraph VIII for more information

| | | | |
|---------------|--------------|---------------|--------------|
| Addendum # | 1 | Addendum # | |
| Addendum Date | 3 / 26 / 19 | Addendum Date | __ / __ / __ |
| Addendum # | | Addendum # | |
| Addendum Date | __ / __ / __ | Addendum Date | __ / __ / __ |

Affix this Form as the FIRST PAGE of your proposal.

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I. PURPOSE

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals for sources for electrical repair, maintenance and installation services to be used on an as needed basis for Virginia Commonwealth University (the lead issuing institution and hereafter referred to as “the University” or “VCU”), an agency of the Commonwealth of Virginia.

Term: 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.

- B. **COOPERATIVE PROCUREMENT:** 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.

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

II. THE UNIVERSITY

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities with an academic medical center nationwide to receive Carnegie Foundation designations of “Highest Research Activity” and “Community Engaged.” As one of the nation’s top research universities, VCU attracts more than \$275 million a year in sponsored research funding.

VCU Health is one of the nation’s leading and Central Virginia’s only academic medical center. It includes the VCU Health System Hospitals and outpatient clinics, MCV Physicians - a practice of more than 600-physician/faculty members, and the health sciences schools of VCU.

The university and its medical center are the largest-single employer in the Richmond area, with more than 27,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU’s direct economic impact to Virginia is estimated to be more than \$3 billion in annual spending that supports more than 40,000 jobs.

VCU’s 16 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men’s and women’s basketball, baseball, golf,

men's soccer and men's and women's tennis, including the VCU men's basketball team's run to the Final Four in 2011.

III. PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at 11:00AM on 03/19/2019 at:

**912 West Grace Street
5th Floor Conference Room 5101
Richmond, VA 23284**

For directions and paid parking information visit:

<https://parking.vcu.edu/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 tlhall2@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.

IV. STATEMENT OF NEEDS

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

A. General

The Contractor shall provide all labor, supervision, equipment, tools, materials, transportation and incidentals, as necessary, to provide time and material services for repair and installation of electrical equipment, above and underground, for the VCU Physical Plant on the Monroe Park and MCV campuses to include electrical systems and their associated distribution equipment, local generators and conductors in accordance with recognized electrical industry standards. All equipment, materials and installation work shall comply with this specification, the Virginia OSHA Standards, the Virginia Uniform Statewide Building Codes, and other authorities of jurisdiction. All work shall be on the customer side of the utilities step-down transformer. No work will be done on equipment that, when energized, will have a potential voltage to ground or phase to phase over 500 volts.

1. Services for repair and installation include, but are not limited to:
 - a. Furnish and/or install permanent or temporary generators including any necessary site work.
 - b. Install or repair switchgear including service entrance switches or other devices located within
 - c. Install new or replace conductors in existing conduit, both high and low voltage
 - d. Install or replace conduit or race way
 - e. Install, repair or replace motor starters or controllers
 - f. Install, repair or replace variable frequency drives
 - g. Install, repair or replace low voltage controls such as fire alarm, access controls, building automation systems or other means of data transmission

2. Definitions

For the purposes of this RFP, "services" should be defined to include, but not be limited to, the following:

- a. Time and material services defined as
 - i. non-emergency unscheduled repair
 - ii. emergency repair/ installation services necessary, regardless of the nature of the cause, as solely determined by VCU
 - iii. improvement/ enhancement services to achieve improved or enhance equipment operating efficiency
 - iv. new installations
 - b. Services include, but are not limited to
 - i. adjusting
 - ii. calibrating
 - iii. checking all applicable equipment parts and components
 - iv. diagnosing
 - v. installing
 - vi. repairing
 - vii. replacing
 - viii. servicing
3. VCU's main contact will be the Contract Administrator or other designated personnel as determined by VCU.
 4. The Contractor should be solely responsible for all parking arrangements: VCU will not provide any parking accommodations.
 5. VCU will not provide on-site office space and/or storage facilities
 6. The Contractor should have performed/ provided electrical services for the previous five (5) years on a continual basis following all NFPA 70 National Electrical Codes and other codes of authorities having jurisdiction.
 7. The Contractor shall have an active Class A Contractor's license issued by the Virginia Department of Professional and Occupational Regulation (DPOR) with appropriate specialties to provide the specified services.

B. Permits and Standards

1. At minimum, the Contractor shall provide/ perform all goods and services in accordance with the following codes:
 - a. NFPA Standards
 - b. Virginia OSHA Standards
 - c. The Virginia Uniform Statewide Building Codes
 - d. VCU Construction Standards
 - e. State Fire Prevention Codes
 - f. Maintain all UL listings
 - g. Others according to authorities having jurisdiction
2. City of Richmond Approval/ Permits
 - a. Obtain approval of all goods/ services to be provided or performed from local authorities having jurisdiction as required
 - b. Obtain approval of all goods/ services to be provided or performed under a street from "Miss Utility"/ City of Richmond prior to providing or performing any work on underground equipment.
 - c. Obtain a hot work permit for any goods or services that involve welding; furnish all welding equipment as required per the hot work permit
 - d. Obtain any required building permits
 - e. Provide copies of all permits to the VCU designated personnel.

C. Service Requirements Repair, Maintenance, and Installation

1. The Contractor should furnish all goods and services necessary to provide/ perform all "Time and Material Services" for buildings on the Monroe Park Campus and the MCV Campus to include, but not be limited to:
 - a. supervision
 - b. labor
 - c. equipment
 - d. rental equipment
 - e. test equipment
 - f. tools
 - g. materials/ supplies/ incidentals
 - h. repair/ replacement parts
 - i. transportation
 - j. permits
 - k. installation of all equipment repair and/or replacement parts
 - l. report preparation

Contractor shall utilize the current and appropriate equipment tools, devices, and repair and replacement parts to provide all goods and perform all services.

2. Equipment Operation
 - a. Non-emergency unscheduled repair/ installation services and emergency repair/installation services: return the applicable equipment to optimum operating conditions, as defined by the original equipment manufacturer (OEM), and in accordance with the OEM's recommendations
 - b. Improvement/ enhancement services: ensure that the applicable equipment achieves improved and/or enhanced operating efficiency.
3. Take all necessary precautions to prevent damage that may result in system failure.
4. At minimum, the Contractor should acquire all required equipment, parts, or components for time and material services in the most expeditious manner possible.

D. Rental Equipment Requirements

1. Furnish all rental equipment as applicable or required to provide/ perform time and material services
2. Coordinate all efforts required to ensure that the rental equipment is fully operational at the VCU jobsite and is properly removed from the VCU jobsite, to include, but not be limited to:
 - a. inbound and outbound freight
 - b. transportation to and from the VCU jobsite
 - c. rigging
 - d. assembly/ setup
 - e. installation
 - f. disassembly/ tear down

E. Service Hour Requirements

1. The Contractor should observe the following:
 - a. Normal business hours defined as 7:30 am to 4:00pm Monday through Friday, excluding University holidays.
 - b. Overtime hours defined as:
 - i. 4:00pm to 7:30am Monday through Friday,
 - ii. Saturday and Sunday
 - iii. Contractor observed holidays
2. Services and business hours:

- a. Scheduled maintenance, repair and installation to be provided / performed during normal business hours or during overtime hours.
- b. Non-emergency unscheduled repair, installation services, improvements and enhancement services to be provided / performed during business hours or overtime hours as directed.
- c. Emergency repair / installation services to be provided / performed seven (7) days per week, twenty-four (24) hours per day to include normal business hours and overtime hours.

Note: The Contractor should prioritize all requests by VCU for emergency repair / installation services, and should only provide emergency repair / installation services at VCU's request.

3. On site response time

- a. Non-emergency unscheduled repair/ installation services and improvements/enhancements: a qualified technician is to be on site at the nature of the problem with forty-eight (48) hours of receiving the work request (via e-mail or telephone from the VCU designated personnel).
- b. Emergency repair / installation services: a qualified technician is to provide verbal confirmation within one (1) hour and be on site at the location of the problem within two (2) hours of receiving the work request (via email or telephone from the VCU designated personnel).
- c. Responding technician will check-in with VCU operations center upon arrival at site and check –out when service call is completed. Contractor should follow up with VCU designated personnel with a detailed report within three (3) business days for evaluation of service call.

4. Staffing

- a. At a minimum, during the contract term, the Contactor shall employ a level of staffing to provide the required level of performance.
- b. VCU will require a minimum of one (1) journeyman electrician and one (1) helper on all work.
- c. Any and all work performed at VCU shall be under the supervision of at least a journeyman electrician. This individual shall remain on site while work is being performed.

5. Personnel Requirements

- a. Contractors personnel assigned to this contract should wear approved uniforms, as provided by the contractor, bearing the Contractor's emblem and the employee's name. All contractor personnel should wear their company photo ID Badge in a visible location at all times while on the jobsite.
- b. The on-site superintendent assigned to VCU by the contractor should be fluent in written and spoken English with the ability to effectively communicate with the individuals supervised.
- c. Employees are required to carry their VCU ID cards at all times. Failure to do so shall result in them being asked to leave the project site to retrieve their ID card, at no additional cost to VCU. Employees are prohibited from utilizing another employee's VCU ID card at any time. Failure to follow this requirement shall result in that employee not being allowed to work at VCU.

F. Quote Requirements

1. Upon request from the VCU Project Manager or designee, the contractor should submit a written quote that identifies the:

- a) Specific time and material services to be provided/ performed, to include the:

- i. Applicable contract job classification(s)
- ii. Service hours within which work is to be performed
- iii. Applicable contract hourly rate per job
- iv. Estimated number of hours per job classification
- v. Estimated cost for materials/ supplies/incidentals
- vi. Rental equipment pricing if applicable
- vii. Permit pricing if applicable
- viii. Total fixed not-to-exceed price for completing the work
- ix. Work start and completion dates. Contractor should provide 48 hour notice prior to beginning any project.

b) Hourly rate requirements should be in accordance with the "Standard Rate" or the "Overtime Rate" as indicated in Attachment B. All rates shall be inclusive of all:

- i. Labor
- ii. Supervision
- iii. Equipment
- iv. Tools/ Devices
- v. Transportation
- vi. Travel time/ mileage to and from the VCU jobsite
- vii. Time expended for acquiring required goods/ services to provide/ perform the time and material services
- viii. Office expenses
- ix. Report preparation
- x. Printing/ copying
- xi. Incidentals

Extra Charges shall not be allowed. Time spent for supervision, transportation of workers, material acquisition, handling and delivery or for movement of Contractor owned or rental equipment is not chargeable directly, but is considered overhead and must be included in the prices. VCU will not pay for Contractor's time to prepare job estimates. Equipment, tools and materials shall be considered as overhead and be part of Contractor's rate. Costs related to these items shall not be chargeable directly to the University. All costs associated with the provision of services shall be included in the rate. The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges.

- 2. The Contractor should send all requests for estimates to the VCU designated personnel.
- 3. The Contractor should obtain written authorization to proceed from the VCU Project Manager or designee prior to providing/ performing any time and material services. The written authorization will be accompanied by a work request which should be linked with any associated invoice.
- 4. The terms and conditions of this Request for Proposal will supersede any terms and conditions that may be included with, attached to, or incorporated by reference in the contractor's quote for such services.
- 5. NOTE: If VCU determines that the quoted price is not fair and reasonable, VCU, in its sole discretion, may request the contractor to reevaluate the price. If the revised price is determined, by VCU in its sole discretion, not to be fair and reasonable, VCU reserves the right to obtain additional quotes from other vendors.

G. Invoicing Requirements

- 1. The contractor shall submit invoices to the Project Manager or designee. Include, on each invoice, the applicable VCU work request number and the purchase order number.
- 2. Include, with each invoice, the breakdown of the quoted total not-to-exceed price.

3. Submit the applicable time sheets with each invoice; non-productive hours at the VCU jobsite shall not be invoiced.
4. Submit copies of vendor invoices for all such charges for reimbursement at the invoice cost.
5. Submit invoice no later than sixty (60) days after completion of project.

H. VCU Obligations

1. VCU will provide the Contract Administrator who will be the main contact, and he/she may designate a primary contact for each project.
2. A primary contact will be assigned for each project
3. Time and material services will be requested from the contractor by telephone or e-mail
4. A work request number will be issued for each service request
5. The primary contact will arrange access to the equipment to be serviced
6. The primary contact will monitor the contractor's performance for quality control and quality assurance

I. VCU Facilities

At minimum the contractor should:

1. Leave each service area in a neat, clean and orderly condition at no additional cost to VCU.
2. Clean up should include, but not be limited to the proper removal (from VCU property) and disposal of all parts containers, shipping crates, and used parts on a daily basis.
3. Properly prepare any equipment for return to OEM or other off-project site as applicable.
4. Deliver cores and old VCU Equipment removed to VCU Surplus and provide the applicable work order number to receiving clerk.
5. Store any apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interrupt or interfere with any activity on the premises.
6. The Contractor expressly undertakes, either directly or through his Subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials and debris caused by his operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance. No such refuse, rubbish, scrap material and debris shall be left within the completed Work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
7. The Contractor expressly undertakes, either directly or through his Subcontractor(s), to remove all surplus material, temporary structures and debris of every nature resulting from this operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all building included in the Contract; and to thoroughly clean all exterior finished surfaces including glass and exterior material. If a Contractor fails to clean up at the completion of the Work, the Owner may do so and charge for costs thereof to the Contractor.
8. The Contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the Owner. The Contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the Owner

J. Workmanship Requirements

The Contractor shall take all measures necessary to reduce/prevent any of the following:

1. Safety Hazards
2. Damage or deterioration to equipment and structures.
3. The Contractor should have the resources to respond to multiple locations, if necessary.
4. The Contractor should have trained and certified technicians to perform installation, repair and maintenance.
5. The Contractor shall have licensure from the Department of Professional and Occupational Regulation (DPOR) to perform installation, repair and maintenance

K. Protection of Persons and Property

1. The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every reasonable precaution at all times for the protection of persons and property which may come on the building site or be affected by the Contractor's operation in connection with the Work. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
2. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work performed under any Contract(s) from this RFP.

V. THE REQUEST FOR PROPOSALS PROCESS – GENERAL

- A. **Written Proposals:** To properly respond to this Request for Proposals, offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. **Physical Delivery Required:** As noted on the solicitation cover sheet, proposals must be physically delivered to a specific address prior to a FIRM deadline. Electronic submissions shall not be accepted.
- C. **Initial Evaluation and Oral Presentations:** Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.
- D. **Discussions/Negotiations, Final Offers and Selection:** Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two firms may occur. If so, these firms shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. Each of the above steps are described below in detail. It is incumbent upon all offerors to read the entire solicitation to understand the entire solicitation process.

VI. PREPARATION OF WRITTEN PROPOSALS - GENERAL

- A. Offerors shall submit:
 1. **Required Forms:** The following forms must be completed and returned with the proposal
 - a) The Offer Form on Page 2 of the RFP
 - b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
 - c) Fully completed Appendix II.
 - d) All forms must be executed by an official representative of the Offeror.
 2. **Hard Copy and Electronic Copy of Entire Proposal**
 - a) Four original hard copies (paper) document of the entire proposal, including all attachments and proprietary information, and
 - b) One electronic copy (on a disc or flash drive) of the entire proposal including all attachments and proprietary information.

VII. SUBMISSION OF PROPOSALS

- A. Hard copy, original proposals, along with an electronic version on a disc or flash drive, must be received in Virginia Commonwealth University's Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. Electronic and facsimile submissions shall not be accepted in lieu of a hard-copy submission.
- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is that time on the clock or automatic time stamp in the Office of Procurement Services.
- D. The RFP number, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear on the face of the envelop or box used to deliver proposals. Example:

From:

Name of Contractor

Due Date

Time

Street or Box Number

RFP No.

City, State, Zip Code +4

RFP Title

Name of Contract/Purchase Officer or Buyer:

If a proposal is not clearly identified, the Contractor 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.

VIII. PROPOSAL RESPONSE FORMAT

A. General

Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

B. Introduction

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

C. Qualifications of the Firm

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.

D. Qualification of the Staff

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

F. Work Plan

The Work Plan must contain a comprehensive description of services including the following elements:

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a SBSD certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
8. Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.

G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

| Regular Time | Hourly Rate |
|---------------------|--------------------|
| Project Manager | |
| Master Electrician | |
| Journeyman | |
| Apprentice/Helper | |

| Overtime | Hourly Rate |
|--------------------|--------------------|
| Project Manager | |
| Master Electrician | |
| Journeyman | |
| Apprentice/Helper | |

VASCUPP Zone Map: Please refer to the link below to review the VASCUPP Zone Map. Below your pricing proposal, please identify by number which zones you are willing to service. Contracted Offeror(s) may

add additional zones of service during the contract term at Offeror's discretion. If no zones are identified in your proposal as being excluded, the pricing provided will apply to all zones in the Commonwealth.

<https://vascupp.org/VASCUPPzonemap.pdf>

IX. 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 XXIV: 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 I - 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, POB 980327
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.

X. ADDENDA

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged.

- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

XI. 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 Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

XII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

1. Clearly denote on the outside of the proposal that it contains proprietary information.
2. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.
3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that it's entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

XIII. 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. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Contractor to insure that its proposal reaches the issuing office by the designated date and hour.

XIV. QUESTIONS AND EXPLANATIONS TO OFFERORS

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: 03/29/2019.

XV. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications, including but not limited to requests for information or comments or speculations regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet, may result in the rejection of the proposal from the non-compliant Offeror.

XVI. ORAL PRESENTATIONS

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. 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. VCU reserves the right to rescore proposals following oral presentations
- B. 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 Contractor's presentation team.

XVII. BEST AND FINAL OFFERS (BAFO):

At the conclusion of negotiations, the Contractor(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 Contractor(s). The Contractor(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.

XVIII. QUALIFICATIONS OF OFFERORS:

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

XIX. CANCELLATION OF SOLICITATION

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.

XX. EVALUATION CRITERIA

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

EVALUATION CRITERIA

| | |
|-------------------------------|-----|
| Qualifications and Experience | 30% |
| Methodology/Approach | 30% |
| Pricing Schedule | 25% |
| SWaM Status/Utilization* | 15% |

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

XXI. AWARD OF CONTRACT

- A. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected offerors.
- B. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- C. The Commonwealth reserves the right to make multiple awards as a result of this solicitation.
- 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.
- E. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

XXII. GENERAL TERMS AND CONDITIONS

A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://procurement.vcu.edu/> or a copy can be obtained by calling University Purchasing at (804) 828-1077.

B. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 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 state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual

Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. Contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
- (2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

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

K. **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.

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

satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

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

O. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any 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 Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

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

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

c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia'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 Purchasing Agency or with the performance of the contract generally.

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

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

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named,

but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the 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 the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. 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 solicitation.

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

T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance 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 the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. 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. The Commonwealth of Virginia 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.)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for 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 or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a

specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: 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.

X. As applicable, federal law requires compliance with the following for all federal government contracts:

1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

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

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date.

Any adjustments (increases/decreases) will be handled through purchase order changes. The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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

Z. FERPA: The following provision applies only if Selected Firm/Vendor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this agreement for

University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

AA. LIMITATION OF LIABILITY: The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this Agreement or in connection with any goods, services, actions or omissions relating to this Agreement, shall not under any circumstance exceed payment of the maximum purchase price.

BB. FORCE MAJEURE: Either party will not be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the control, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

CC. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.

DD. 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.

EE. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

FF. 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.

GG. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

XXIII. SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- C. **AS-BUILT DRAWINGS:** The Contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation, or construction. The Contractor shall also provide the Commonwealth with maintenance manuals, and parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- D. **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.
- E. **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: C&C Electrical Service, Inc

Subcontractor Name: 

License# 2701-039317A Type: Electrical

- F. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by the offeror within any 12-month period is seven

hundred and fifty thousand dollars (\$750,000) or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000), the offeror is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR". The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. 2701-039317 Specialty: electrical
Licensed Class B Virginia Contractor No. _____ Specialty: _____
Licensed Class C Virginia Contractor No. _____ Specialty: _____

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

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

- G. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- H. **DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The Owner will not assume any responsibility for receiving these shipments. Contractor shall check with the Owner and make necessary arrangements for security and storage space in the building during installation.
- I. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- J. **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.
- K. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- L. **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.

- M. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- N. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises on a daily basis.
- O. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the forgoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- P. MAINTENANCE MANUALS: The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- Q. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the proposal as nonresponsive.
- R. RADIATION/CHEMICAL/BIOLOGICAL HAZARD AREAS: The personnel employed by the Contractor shall be capable employees, trained and qualified to perform specified services. If the Contractor is to perform work in areas posted with radiation warning signs and/or chemical/biological hazard signs, prior to the commencement of the contract, the Contractor shall contact: (1) the Office of Environmental Health and Safety's (OEHS) Radiation Safety Section (804) 828-9131 for training information as required by the NRC and the Commonwealth of Virginia, and (2) the Chemical/Biological Safety Section (804) 828-4866 for training information in the handling of hazardous materials as required by OSHA, and other regulatory agencies. Radiation Safety and Chemical/Biological Safety will provide the Contractor with the appropriate training information for radiation work areas and hazardous materials. The Contractor shall be responsible for training its employees with the information provided by VCU. New employees are required to receive training prior to working in posted areas. A copy of the training roster shall be submitted to OEHS at the end of each month in which training has occurred. Refresher training shall be conducted by the Contractor and reported to VCU annually. Any additional training requirements identified by VCU shall be coordinated with VCU's Contract Administrator, OEHS, and the Contractor.
- S. PREVENTIVE MAINTENANCE: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- T. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- U. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- V. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- W. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in #1 below. Price increases may be negotiated only at the

time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (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 Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- X. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Y. **WARRANTY**: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one year following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- Z. **WARRANTY (COMMERCIAL)**: The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- AA. **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.
- BB. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY**: Under this contract, the Contractor shall be responsible for making repairs, as necessary, to public or private property damaged by their work at the Contractor's sole expense. Pavement, curbs or sidewalk repairs shall be as specified by the City of Richmond VA, Department of Public Works for each separate location at which time such repairs may be required as a result of the contractor's operations under the Contract.
- CC. **WORK ESTIMATES (TIME AND MATERIAL CONTRACTS)**: Under this time and material contract, the Contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at the Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
- DD. **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.

EE. 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, Radford University, University of Mary Washington, and Longwood 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.

FF. 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.

GG. CRIMINAL BACKGROUND CHECK:

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

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf> The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.

HH. 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/>. Contractor's employees must wear their VCU identification when they are on VCU property.

XXIV. ATTACHMENTS:

APPENDIX I – SwaM Participation

APPENDIX II – Invoicing and Payment

APPENDIX III - Exceptions

APPENDIX I

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

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

Definitions

- **Small business** is a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

BUSINESSES OWNED BY MINORITIES

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

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

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

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

Commitment for utilization of DSBSD SWaM Businesses:

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

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

Name Printed: _____

Email: _____

Phone: _____

Firm: _____

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:

By (Signature): _____

Name Printed: _____

Title: _____

Email: _____

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

APPENDIX II INVOICING AND PAYMENT

Invoicing:

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

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

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

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

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

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility

to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

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

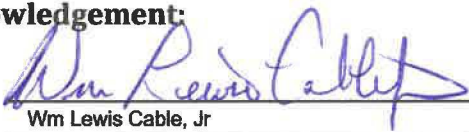
Questions regarding this method of payment should be sent to <mailto:commcard@vcu.edu>.

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:

| | |
|-------------------------------------|--|
| <input type="checkbox"/> | Commercial Card Payment (Wells Fargo VISA) |
| <input checked="" type="checkbox"/> | Automated Clearing House (ACH) |

Invoicing and Payment Method Acknowledgement:

| | |
|---------------|---|
| Signature: |  |
| Name Printed: | Wm Lewis Cable, Jr |
| Title: | President |
| Name of Firm: | C&C Electrical Service, Inc |
| Date: | 4-8-19 |

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: | Holly Williams |
| Title: | office manager |
| Mailing address: | 103 Roxbury Industrial Ct Charles City, VA 23030 |
| Email address: | holly.williams@candcelectricalservice.com |
| Phone number: | 804-966-1830 ext 0 |
| Fax number: | 804-966-1850 |

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]



VCU

Procurement Services

RFP-Addendum

DATE: 3/26/2019

ADDENDUM NUMBER ONE (1), TO ALL OFFERORS

Reference-Request for Proposal: RFP# 8494638TH

Commodity/Title: Electrical Repair and Installation Services

Issue Date: 3/6/2019

Proposal Due: 4/8/2019 at 11:00 A.M.

Pre-Proposal Conference: 3/19/2019

The addenda includes the questions and answers, as well as the sign in sheet and copies of business cards from the Pre-Proposal Conference, questions that have been emailed to me after the pre-proposal meeting, and the new Pricing Schedule, APPENDIX IV. I have included an excel version of the Pricing Schedule, APPENDIX IV which has been uploaded to eVA for your use.

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

Very truly yours,
Teresa Hall
804.828.3409

C&C Electrical Service, Inc

Name of Firm

President

Signature/Title

4-8-19

Date

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9900 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

10-31-2019

NUMBER

2701039317

**BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ELE**



**C & C ELECTRICAL SERVICE INC
103 ROXBURY INDUSTRIAL COURT
CHARLES CITY, VA 23030**



Jay W. DeRoer
Jay W. DeRoer, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-EO (02/2017)

05/14/2017 KSPR



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

**CLASS A BOARD FOR CONTRACTORS
CONTRACTOR**

***CLASSIFICATIONS* ELE**

NUMBER: 2701039317 EXPIRES: 10-31-2019

**C & C ELECTRICAL SERVICE INC
103 ROXBURY INDUSTRIAL COURT
CHARLES CITY, VA 23030**



Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

From: Virginia Department of Small Business and Supplier Diversity
<noreply@sbsd.virginia.gov>
Sent: Monday, August 06, 2018 10:41 AM
To: CCELECT@MSN.COM
Cc: Monica.Cousins@sbsd.virginia.gov
Subject: Application Decision Letter-Certification #: 649919 SWaM Certification

Follow Up Flag: Follow up
Flag Status: Flagged



COMMONWEALTH of VIRGINIA
Department of Small Business and Supplier Diversity

Company Name: C&C ELECTRICAL SERVICE INC.
Certification Number: 649919
Small Certification Start Date: Aug 6, 2018
SWaM Certification Expiration Date: Aug 6, 2023

Dear Applicant,

We are pleased to inform you that your request for certification has been approved. Your company has been approved for the following designations:

Small

Your certification is valid for a term of five years from the date of your approval; re-certification is required at the end of that term.

You may log into your account to download a copy of your company's SWaM certificate as well as the SWaM-certified logo to use on marketing materials.

You will see your company listed as a certified vendor in our directory at <https://www.sbsd.virginia.gov/directory/>

It is very important that you keep your contact information up to date. Submit your changes electronically by logging into your account and updating the necessary information.

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 <https://eva.virginia.gov/pages/eva-overview.htm> . All state solicitations are conducted on this site.

To check Procurement and Business Opportunities with state agencies, local governments, and others, please visit: <https://evafutureprocurements.dgs.virginia.gov/defaultpublic.aspx>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2018

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

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

| | |
|--|---|
| PRODUCER Sumser Insurance Professionals, Inc 104 Walton Park Lane Midlothian, VA 23114 | CONTACT NAME: Sandra Kind PHONE (A/C No. Ext): (804)423-8372 FAX (A/C No.): (804)423-8397 E-MAIL: sandy@sumserins.com ADDRESS: sandy@sumserins.com |
| INSURED C & C Electrical Service, Inc. 103 Roxbury Industrial Center Charles City, VA 23030-2310 | INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Exchange NAIC # 26271 INSURER B: Commonwealth Contractors GSIA WCSIE INSURER C: INSURER D: INSURER E: INSURER F: |

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

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

| TR | TYPE OF INSURANCE | ADD'L SUBR INSD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----|--|-----------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | Q400156330 | 4/1/2018 | 4/1/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | Q040140926 | 4/1/2018 | 4/1/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 2,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 0 RETENTION \$ 0 | | Q280173094 | 4/1/2018 | 4/1/2019 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | 6023518 | 4/1/2018 | 4/1/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Leased/Rented Equipment | | Q400156330 | 4/1/2018 | 4/1/2019 | \$125,000 |
| A | Employment Practices Liability | | Q400156330 | 4/1/2018 | 4/1/2019 | \$500,000 |
| | Installation Floater | | Q400156330 | 4/1/2018 | 4/1/2019 | \$400,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Virginia Commonwealth University is listed as Additional Insured as respects General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Virginia Commonwealth University
Attn: J. Colbert
10 S. 6th Street, 2nd Floor
PO Box 980618
Richmond, VA 23298

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandra N. Kind



*C & C Electrical Service, Inc.
103 Roxbury Industrial Ct.
Charles City, VA 23030
Phone 804.966.1830 Fax 804.966.1850*

April 8, 2019

VCU
Procurement Services
912 West Grace St, 5th Floor
Richmond, VA 23284

Proposal Response:

- **Introduction**
- *C & C Electrical Service, Inc. was started in June, 1991 by Wm. Lewis Cable, Jr. and William L. Cable, Sr. The company began as service based with only the two of us. In the last 28 years, we have grown to 85 – 100 employees depending on our work load. In March, 1999, we built our own office/shop in the Roxbury Industrial Center in Charles City County and expanded the building and offices to have 12,000 square feet. In the last 20 years, we have completed a wide range of projects within VCU Health Systems buildings, Chippenham Hospital and Johnston Willis Hospital. We have done extensive research and planning on electrical systems to execute shut-downs in critical environments. We self-perform our work. Our base of long-time customers includes Waste Management, SEGRA, Century Link, Republic Services, Boars Head, Comcast, and VCU.*
- **Qualifications of firm**
- *C&C has provided electrical services to numerous clients over the last 28 years from small electrical jobs to large renovation projects. We have always made sure that we have completed projects on time and done quality work. We have done everything from small to large repairs and renovations for VCU Health Systems, VCU, CMH/VCU Health Systems, Chippenham Hospital, Henrico Doctors and Johnston Willis Hospitals. We do service calls for all VCU Health Systems clinics. We keep staff in VCU Health Systems to take care of daily electrical services. We have done renovations for VCU renovations. We have done renovation projects from 50k to 10 million. We have taken on emergency projects. We have always provided what the client needed whether it was during the day, night or off hours.*

- Service work, renovations, new work, design build, design assign, panel recordings
- **Qualifications of Staff**
- Wm. Lewis Cable, Jr. – President, Master Card Holder, 37 years of experience, IBEW Apprenticeship Program, ran service truck for Northside Electric before starting C & C Electrical Service, Inc.
- Melvin Sullivan – PMP 33 years of experience, Master Electrician, IBEW Apprenticeship Program, ran electrical department for Qumonda projects for 12 years, came to C&C Electrical Service, Inc. in 2009.
- Rick Nicholson – Project Manager, Master Electrician 37 years of experience, Project Manager for MC Dean, came to C & C Electrical Service, Inc. in December 2017.
- Marty Powell – Project Manager, Master Electrician 32 years of experience, Project Manager MC Dean, came to C&C Electrical Service, Inc. in October 2014
- Jeff Herring – Project Manager/ Field Coordinator, Master Electrician, 19 years of experience, Field Foreman MC Dean, came to C&C Electrical Service, Inc. in August of 2014
- Scott Mazingo – Master Electrician, Service Manager, 18 years of experience, came to C & C Electrical Service, Inc. in October 2010.
- Michael Fievet – Project Manager, CHC, PMP, LEED AP BD+C, 30 years of experience, Project Manager JLL, came to C&C Electrical Service, Inc in May 2016
- **References**
- VCU Renovations – Larry Walters, ldwalters@vcu.edu 804-640-4166
- VCU Health Systems – Kevin Last, kevin.last@vcuhealth.org 804-317-9415
- VCU Health Systems – Ken Handwerk, ken.handwerk@vcuhealth.org 804-640-8184
- Johnston Willis Hospital – Larry Talley, larry.talley2@hcahealthcare.com 804-239-3020
- Chippenham Hospital – John Neal, john.neal@hcahealthcare.com 804-539-9799
- **Work Plan**
- **Deliverables**
- C&C Electrical Service will be available for both scheduled and on-call basis for any and all University electrical service calls. C&C will provide all materials and manpower required to properly address each incident call. Time and material tickets will be provided with each invoice. Materials that are not available at the time of the incident will be ordered and scheduled for installation as soon as possible.
- **Work Schedule/Timeline**
- Work schedule will depend on the specific incident. Each incident will be assigned a priority upon initial contact from the University. High priority calls will be addressed immediately while lower priority calls will be addressed when most convenient for the University. After the situation has been properly assessed by C&C, a schedule and rough order of magnitude of cost will be provided to the University representative for approval.

- **Outcomes and Performance Measurement**

- *C&C Electrical Service intends to provide superior service to the University through prompt, efficient and reliable means and methods that are definable and measurable. If desired, C&C Electrical Service can provide a monthly report showing all calls made for the month including when the issue was identified and how long it took to address. It can also show costs associated per issue for future budgeting purposes.*

- **Overall Risk**

- *When dealing with electrical issues, safety is always the first concern. All our crews are appropriately trained and perform their work with safety in mind. The C&C Safety Manager closely monitors all crews and will conduct spot checks on crews in the field. Every C&C employee will always have the appropriate personal protective equipment. Workplace accidents will be reported to the University by the C&C Safety Manager and an in-depth review of safety measures employed will be conducted.*

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- *University students, faculty and staff safety would also be a primary concern. The risk would be injury to a student, faculty or staff and the mitigation would be to make and maintain a safety perimeter near and around an incident area and stay aware of what is happening in and around the environment.*

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- *Another area within the University system that needs to be considered for risk mitigation are the research/lab areas. C&C Electric is intimately familiar with research/lab areas through the contract work performed in Sanger Hall. These areas would be considered high priority and treated with utmost care. Uninterrupted power would be supplied to any and all research equipment that required it. It also would be important to minimize or eliminate power interruptions to unaffected research/lab areas adjacent to affected areas. C&C has worked within the University environment and understands what needs to be done to make this happen.*

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- *The service trade industry is always at risk of labor shortages. C&C Electrical Services manages this risk by vigorously vetting potential employees before hiring and providing a generous benefits package during employment. Because of this, C&C has relatively little turnover among its 100+ local employees. C&C anticipates one senior employee being the initial point of contact and managing the incident through completion. A rotating crew of 3 or 4 employees, all familiar with University protocols, will perform the actual work. In the event of employee turnover, a different employee from a similar sector (such as VCU Health) will be assigned.*

- **Other**

- *C&C Electrical Service provides the same type of service to several hospitals in the area, including VCU Health. C&C prides itself on being the go-to electrical contractor when an emergency happens. C&C has the contacts, tools, employees and expertise to handle unforeseen situations.*

- **Price Proposal**

**RFP 8494638TH PRICING SCHEDULE - ADDENDUM No.
1**

| Regular Time | Hourly Rate |
|---|--------------------|
| Project Manager (to be used on a case by case basis for larger and more complex projects) | 65.00 |
| Master Electrician | 48.00 |
| Journeyman | 45.00 |
| Apprentice | 32.00 |
| Helper | 30.00 |

| Overtime | Hourly Rate |
|---|--------------------|
| Project Manager (to be used on a case by case basis for larger and more complex projects) | 86.00 |
| Master Electrician | 67.20 |
| Journeyman | 63.00 |
| Apprentice | 44.80 |
| Helper | 42.00 |

Note:

~ Normal business hours defined as 7:30 am to 4:00pm Monday through Friday, excluding University holidays.

~ Overtime hours defined as 4:00pm to 7:30am Monday through Friday; Saturday and Sunday; and contractor observed holidays.

~ Hourly rates shall be fully burdened to include all items noted on page 8-9 of RFP 8494638TH, section F, 1. b), which Addendum No 1 removes "Attachment B" and replaces it with "RFP 8494638TH - APPENDIX IV - Pricing Schedule and includes parking in the fully burdened hourly rate.