



# VCU Procurement Services

## CONTRACT RENEWAL

**DATE:** 4/19/2023

**CONTRACT TITLE:** Electrical Maintenance & Repair T&M Service

**CONTRACT NO:** C0000420

**LEGACY CONTRACT NO:** 8494638TH-04

**NEW START DATE:** 6/23/2023

**NEW END DATE:** 6/22/2024

**RENEWAL NUMBER:** 4 of 4

**CONTRACTOR:** Lighting Maintenance, Inc.

### PRICING:

Select one of the options below.

- ☐ Pricing remains the same as the previous contract period.
- ☐ Attached is the revised pricing in accordance with the contract terms.

### PAYMENT METHOD:

VCU is migrating away from processing payments via paper check and strongly encourages the use of our electronic payment options.

- ☐ Virtual Card (Net 20) [Preferred Method]
- ☐ ACH - Paymode-X Premium (Net 20)
- ☐ ACH - Paymode-X Basic (Net 30) **and** Early Payment Discount (EPD)
- ☐ Paper Check (Net 30). If selecting this option, we encourage you to offer an EPD.
- ☐ Other \_\_\_\_\_

**ACTION REQUIRED:** For more information about costs and **to sign up**, please visit [Vendor Invoicing and Payment](#).

### EARLY PAYMENT DISCOUNT (EPD):

Please check one of the below. If you selected Paymode Basic above, select one of the options below. If you select "Other" below, please add a comment (e.g., 4.0% Net 15 / Net 30, enrolled in Virtual Card Program, etc.)

- ☐ 2.0% Net 15 / Net 30
- ☐ 1.5% Net 20 / Net 30
- ☐ 0.5% Net 25 / Net 30
- ☐ Other: \_\_\_\_\_

**CERTIFICATE OF INSURANCE:**

- ☐ 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 Virginia Commonwealth University as the "Additional Insured", citing the contractor's name and contract number, emailed to sbkessinger@vcu.edu or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of **8494638TH-04** shall remain unchanged and in full force and effect.

**RESPONSE:**

Lighting Maintenance, Inc.

\_\_\_\_\_  
Name of Firm

*Richard Ayoder*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

	CPI 2023	4.00%
<b>Regular Time</b>	<b>Hourly Rate</b>	<b>New Price</b>
Project Manager (to be used on a case by case basis for larger	\$ 47.43	\$ 49.33
Master Electrician	\$ 47.43	\$ 49.33
Journeyman	\$ 61.13	\$ 63.58
Apprentice	\$ 40.05	\$ 41.65
Helper	\$ 31.62	\$ 32.88

<b>Overtime</b>	<b>Hourly Rate</b>	<b>New Price</b>
Project Manager (to be used on a case by case basis for larger	\$ 63.24	\$ 65.77
Master Electrician	\$ 63.24	\$ 65.77
Journeyman	\$ 79.05	\$ 82.21
Apprentice	\$ 50.59	\$ 52.62
Helper	\$ 50.59	\$ 52.62



# VCU

## Procurement Services

May 31, 2022

Michael Yoder  
Lighting Maintenance Inc.  
832 Oregon Avenue, Suite A  
Linthicum, MD 21090

RE: Contract #: 8494638TH-04  
Renewal No.: Three of four available

Mr. Yoder,

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-04.

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 [thall2@vcu.edu](mailto:thall2@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

Procurement Services  
912 W. Grace Street, 5<sup>th</sup> Floor  
Richmond, VA 23284

804 828-1077  
Fax: 804 828-7837  
[www.vcu.edu/procurement](http://www.vcu.edu/procurement)



Contract #: : 8494638TH-04 Electrical Repair Services

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**RESPONSE:**

Lighting Maintenance Inc.

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Name of Firm

*Richard A Yoder*

---

Signature

Richard Yoder

---

Name Printed

Director of Government Contracts

---

Title

6/6/22

---

Date

Virginia Commonwealth University (VCU)  
Contract Name: Electrical Repair and Installation Services  
Contract Number: 8494638TH-04

Contract Start: 6/23/19  
Contract End: 6/22/24

Pricing w 5.4%	
Regular Time	Hourly Rate
Project Manager (to be used on a case by case basis for larger and more complex projects)	\$ 47.43
Master Electrician	\$ 47.43
Journeyman	\$ 61.13
Apprentice	\$ 40.05
Helper	\$ 31.62

Overtime	Hourly Rate
Project Manager (to be used on a case by case basis for larger and more complex projects)	\$ 63.24
Master Electrician	\$ 63.24
Journeyman	\$ 79.05
Apprentice	\$ 50.59
Helper	\$ 50.59

Other Services Offered (not part of contract - offered):			Revised at Renewal 2022
Item	Description	UOM	Unit
1	Stamped Electrical Engineered drawings (Simple Drawing)	EA	\$1,800.00
2	Fault Finder Locator	HR	\$75.00
3	Bucket Truck w Operator: Up to 55'	HR	\$115.00
4	Bucket Truck w Operator: 110'	HR	\$185.00
5	Backhoe w Operator	DAY	\$580.00
6	Skid steer w Operator	DAY	\$560.00
7	Excavator w Operator	DAY	\$580.00
8	Directional Drill (install conduit under hardscapes) w Operator	FOOT	\$31.00
9	Trencher w Operator	HR	\$75.00
10	Auger / Pole Derrick w Operator	HR	\$115.00
11	Pole Trailer 15 Ton (Does not include operator)	DAY	\$280.00
12	Dump Truck w Operator (Charge travel if delivering or removing material)	HR	\$75.00
13	22' Enclosed Box Truck (Does not include operator)	DAY	\$520.00
14	Air Compressor w/ hammer missile (Does not include operator)	DAY	\$280.00
15	TMA Traffic Control (Does not include operator)	DAY	\$680.00
16	Scissor Lift (Does not include operator)	DAY	\$240.00
17	Equipment Transport 5-Ton Trailer	EA	\$175.00
18	Utility Body Truck	HR	\$35.00
19	Rollback Truck 15T (Charge travel if delivering or removing specialized equip)	HR	\$85.00

Virginia Commonwealth University (VCU)  
 Contract Name: Electrical Repair and Installation Services  
 Contract Number: 8494638TH-04

Contract Start: 6/23/19  
 Contract End: 6/22/24

Pricing w 5.4%  
 CPI Increase 2022

Truck stock pricing for RFP8494638TH - Electrical RFP (Par of Contract Pricing)

#12 THHN STR / FT	\$ <del>0.11</del>	All material pricing to be updated to current costs. (2022)
#10 THHN STR / FT	\$ <del>0.16</del>	
#8 THHN STR / FT	\$ <del>0.26</del>	
#6 THHN / FT	\$ <del>0.40</del>	
1/2" GAL CONDUIT / FT	\$ <del>1.36</del>	
3/4" GAL CONDUIT / FT	\$ <del>1.40</del>	
1" GAL CONDUIT / FT	\$ <del>2.23</del>	
1/2" EMT CONDUIT / FT	\$ <del>0.27</del>	
3/4" EMT CONDUIT / FT	\$ <del>0.46</del>	
1" EMT CONDUIT / FT	\$ <del>0.80</del>	
1/2" PVC CONDUIT / FT	\$ <del>0.16</del>	
3/4" PVC CONDUIT / FT	\$ <del>0.19</del>	
1" PVC CONDUIT / FT	\$ <del>0.27</del>	
14/2 MC ALUM / FT	\$ <del>0.39</del>	
12/2 MC ALUM / FT	\$ <del>0.40</del>	
10/2 MC ALUM / FT	\$ <del>0.84</del>	
15A COMMERCIAL GRADE RECEPTACLE / EA	\$ <del>3.04</del>	
15A COMMERCIAL GRADE SWITCH / EA	\$ <del>4.29</del>	



U.S. BUREAU OF LABOR STATISTICS

## Economic News Release

PRINT:

## Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, special aggregate indexes

**Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, April 2022**

[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Mar. 2022	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Apr. 2021	Mar. 2022	Apr. 2022	Apr. 2021- Apr. 2022	Mar. 2022- Apr. 2022	Jan. 2022- Feb. 2022	Feb. 2022- Mar. 2022	Mar. 2022- Apr. 2022
<b>All items less food</b>	86.639	266.093	286.196	287.595	8.1	0.5	0.8	1.3	0.2
<b>All items less shelter</b>	67.548	244.958	267.420	268.974	9.8	0.6	0.9	1.6	0.2
<b>All items less food and shelter</b>	54.186	237.700	260.018	261.255	9.9	0.5	0.9	1.7	0.1
<b>All items less food, shelter, and energy</b>	45.892	242.101	257.366	258.776	6.9	0.5	0.5	0.2	0.6
<b>All items less food, shelter, energy, and used cars and trucks</b>	41.854	245.687	258.321	260.020	5.8	0.7	0.6	0.6	0.7
<b>All items less medical care</b>	91.619	254.703	275.372	276.967	8.7	0.6	0.9	1.3	0.3
<b>All items less energy</b>	91.705	273.092	289.456	291.199	6.6	0.6	0.6	0.4	0.6
<b>Commodities</b>	39.800	194.456	219.057	219.647	13.0	0.3	1.3	2.1	-0.3
<b>Commodities less food, energy, and used cars and trucks</b>	17.475	147.536	158.413	158.714	7.6	0.2	0.6	0.4	0.3
<b>Commodities less food</b>	26.439	159.832	183.946	183.754	15.0	-0.1	1.4	2.7	-0.9
<b>Commodities less food and beverages</b>	25.560	156.346	180.695	180.477	15.4	-0.1	1.5	2.8	-0.9
<b>Services</b>	60.200	338.518	354.058	356.710	5.4	0.7	0.5	0.7	0.8
<b>Services less rent of shelter(1)</b>	28.118	356.494	372.608	376.389	5.6	1.0	0.4	0.9	1.1
<b>Services less medical care services</b>	53.319	320.837	336.208	338.884	5.6	0.8	0.6	0.7	0.8
<b>Durables</b>	12.835	111.983	127.471	127.622	14.0	0.1	0.5	-0.9	0.1
<b>Nondurables</b>	26.965	236.092	265.380	266.284	12.8	0.3	1.9	3.2	-0.2
<b>Nondurables less food</b>	13.603	204.988	239.355	238.601	16.4	-0.3	2.5	6.0	-1.5
<b>Nondurables less food and beverages</b>	12.725	201.493	237.431	236.569	17.4	-0.4	2.7	6.4	-1.6
<b>Nondurables less food, beverages, and apparel</b>	10.187	256.202	310.037	309.706	20.9	-0.1	3.1	8.5	-1.9
<b>Nondurables less food and apparel</b>	11.066	255.411	304.859	304.652	19.3	-0.1	2.7	8.2	-1.6
<b>Housing</b>	41.948	277.258	293.577	295.259	6.5	0.6	0.5	0.7	0.6
<b>Education and communication(2)</b>	6.196	141.742	143.475	143.212	1.0	-0.2	0.0	-0.2	-0.2
<b>Education(2)</b>	2.601	271.829	278.388	278.647	2.5	0.1	0.2	0.3	0.2
<b>Communication(2)</b>	3.595	75.630	75.866	75.576	-0.1	-0.4	-0.1	-0.5	-0.4
<b>Information and information processing(2)</b>	3.512	71.420	71.568	71.284	-0.2	-0.4	-0.1	-0.5	-0.5
<b>Information technology, hardware and services(3)</b>	1.677	7.361	7.371	7.297	-0.9	-1.0	-0.3	-0.4	-1.2
<b>Recreation(2)</b>	5.061	124.546	129.437	129.892	4.3	0.4	0.7	0.2	0.4
<b>Video and audio(2)</b>	1.449	109.612	112.236	112.568	2.7	0.3	0.2	-0.1	0.5
<b>Pets, pet products and services(2)</b>	1.071	183.781	196.819	198.626	8.1	0.9	1.3	2.1	0.9
<b>Photography(2)</b>	0.051	76.591	79.189	79.727	4.1	0.7	0.2	0.4	0.5
<b>Food and beverages</b>	14.239	272.367	294.064	296.915	9.0	1.0	1.0	1.0	0.8
<b>Domestically produced farm food</b>	6.936	263.207	288.245	291.954	10.9	1.3	1.4	1.6	1.3
<b>Other services</b>	9.907	373.376	384.312	385.184	3.2	0.2	0.4	0.1	0.3
<b>Apparel less footwear</b>	1.925	112.301	120.430	118.568	5.6	-1.5	0.6	0.7	-0.6
<b>Fuels and utilities</b>	4.705	253.460	283.376	286.339	13.0	1.0	0.1	2.0	1.2
<b>Household energy</b>	3.610	207.988	238.029	241.059	15.9	1.3	-0.1	2.6	1.5

**Footnotes**

(1) Indexes on a December 1982=100 base.

(2) Indexes on a December 1997=100 base.

(3) Indexes on a December 1988=100 base.

Special aggregate indexes	Relative importance Mar. 2022	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Apr. 2021	Mar. 2022	Apr. 2022	Apr. 2021-Apr. 2022	Mar. 2022-Apr. 2022	Jan. 2022-Feb. 2022	Feb. 2022-Mar. 2022	Mar. 2022-Apr. 2022
Medical care	8.381	524.585	539.739	541.515	3.2	0.3	0.2	0.5	0.4
Transportation	18.921	222.547	264.525	266.892	19.9	0.9	1.9	3.9	-0.4
Private transportation	18.085	220.742	264.669	265.383	20.2	0.3	1.8	3.8	-1.0
New and used motor vehicles(2)	9.051	108.477	126.417	127.338	17.4	0.7	0.0	-1.2	0.9
Utilities and public transportation	8.199	225.076	238.961	244.061	8.4	2.1	0.2	1.1	2.0
Household furnishings and operations	4.791	129.321	141.358	142.110	9.9	0.5	0.6	1.0	0.4
Other goods and services	2.717	473.649	498.538	500.673	5.7	0.4	1.1	0.5	0.4
Personal care	2.201	242.303	254.111	255.213	5.3	0.4	1.2	0.5	0.4
<b>Footnotes</b> (1) Indexes on a December 1982=100 base. (2) Indexes on a December 1997=100 base. (3) Indexes on a December 1988=100 base.									

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Last Modified Date: May 11, 2022

U.S. BUREAU OF LABOR STATISTICS Division of Consumer Prices and Price Indexes Suite 3130 2 Massachusetts Avenue NE  
Washington, DC 20212-0001  
Telephone:1-202-691-7000\_ [www.bls.gov/CPI](http://www.bls.gov/CPI) [Contact CPI](#)



# VCU

## Procurement Services

May 27, 2021

Michael Yoder  
Lighting Maintenance Inc.  
832 Oregon Avenue, Suite A  
Linthicum, MD 21090

RE: Contract #: 8494638TH-04  
Renewal No.: Two of four available

Mr. Yoder,

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-04.

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.

Please return this document to me as soon as possible. Your response may be emailed to me at [thall2@vcu.edu](mailto:thall2@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, 5<sup>th</sup> Floor  
Richmond, VA 23284

804 828-1077  
Fax: 804 828-7837  
[www.vcu.edu/procurement](http://www.vcu.edu/procurement)

Contract #: : 8494638TH-04 Electrical Repair Services

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**RESPONSE:**

Lighting Maintenance Inc

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Name of Firm

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Signature

Michael Yoder

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Name Printed

CEO

---

Title

6-9-21

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Date



## Procurement Services

May 11, 2020

Michael Yoder  
Lighting Maintenance Inc.  
832 Oregon Avenue, Suite A  
Linthicum, MD 21090

RE: Contract #: 8494638TH-04  
Renewal No.: One of four available

Mr. Yoder,

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-04.

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.

XXX 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](mailto: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, 5<sup>th</sup> Floor  
Richmond, VA 23284

804 828-1077  
Fax: 804 828-7837  
[www.vcu.edu/procurement](http://www.vcu.edu/procurement)



Contract #: : 8494638TH-04 Electrical Repair Services

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**RESPONSE:**

Lighting Maintenance Inc

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Name of Firm

---

Signature

Michael Yoder

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Name Printed

CEO

---

Title

5-11-20

---

Date



**VCU**

Procurement Services

**Commonwealth of Virginia  
Standard Contract**

Contract Number: 8494638TH-04

This optional use contract is entered into on June 23, 2019 by Lighting Maintenance 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 5, 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 5, 2019

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



**VCU**

Procurement Services

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

**Contractor: Lighting Maintenance Inc.**

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

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

6-21-19

Name Printed: Michael Yoder

Title: CEO

**Purchasing Agency: Virginia Commonwealth University**

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

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

6/24/19

Name Printed: Josh Van Dyck

Title: Associate Director VCU Procurement

**CONTRACT APPENDIX A – 8494638TH-04**  
**NEGOTIATED CLARIFICATIONS, MODIFICATIONS, AND ADDITIONS TO CONTRACT**

**VCU and Lighting Maintenance 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.**

# LIGHTING MAINTENANCE INCORPORATED

832A Oregon Avenue  
Linthicum, Maryland 21090  
Ph. 877-279-7373

**PROPOSAL NO:**  
**PROPOSAL DATE:** June 3, 2019

TO
Virginia Commonwealth University

LOCATION

PAGES	ESTIMATOR	TERMS
1 of 2	Richard Yoder	30 DAYS

## SCOPE OF WORK

Truck stock pricing for RFP8494638TH - Electrical RFP

List to be updated and items added upon approval of VCU.

LINE	QTY	DESCRIPTION	EACH	EXTEND
1				
2		#12 THHN STR / FT	\$0.11	
3		#10 THHN STR / FT	\$0.16	
4		#8 THHN STR / FT	\$0.26	
5		#6 THHN / FT	\$0.40	
6				
7		1/2" GAL CONDUIT / FT	\$1.36	
8		3/4" GAL CONDUIT / FT	\$1.40	
9		1" GAL CONDUIT / FT	\$2.23	
10				
11		1/2" EMT CONDUIT / FT	\$0.27	
12		3/4" EMT CONDUIT / FT	\$0.46	
13		1" EMT CONDUIT / FT	\$0.80	
14				
15		1/2" PVC CONDUIT / FT	\$0.16	
16		3/4" PVC CONDUIT / FT	\$0.19	
17		1" PVC CONDUIT / FT	\$0.27	
18				
19		14/2 MC ALUM / FT	\$0.39	
20		12/2 MC ALUM / FT	\$0.40	
21		10/2 MC ALUM / FT	\$0.84	
22				
23		15A COMMERCIAL GRADE RECEPTACLE	\$3.04	
24		15A COMMERCIAL GRADE SWITCH	\$4.29	
25				
			<b>TOTAL</b>	<b>\$0.00</b>



**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](mailto: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	Kathenne Barnes	VCU			
6	Christopher S Lewis	VCU	827-7006		
7	Sylvia Britt	VCU	827-1482	sibritt@vcu.edu	
8					



**JEANA JENKINS**  
Secretary / Treasurer

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**Carl Lynn**  
Service Technician Coordinator



**Combustioneer Corporation**  
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SAFETY | INTEGRITY | EMPATHY | URGENCY

## APPENDIX IV

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

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

<b>Overtime</b>	<b>Hourly Rate</b>
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  
Tlhall2@vcu.edu

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

**Proposal Delivery Addresses:** VCU  
Procurement Services – Proposal Processing  
912 W. Grace Street, 5<sup>th</sup> 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><b>Toll free, if available</b></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><b>Toll free, if available</b></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, <b><i>add an attachment sheet to this form with details.</i></b>	<b>See Paragraph X for more information</b>
--	---

**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 #		Addendum #	
Addendum Date	___/___/___	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  
5<sup>th</sup> 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.

<b>Regular Time</b>	<b>Hourly Rate</b>
Project Manager	
Master Electrician	
Journeyman	
Apprentice/Helper	

<b>Overtime</b>	<b>Hourly Rate</b>
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](mailto: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](http://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](http://www.eva.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto: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.*

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**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](mailto: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

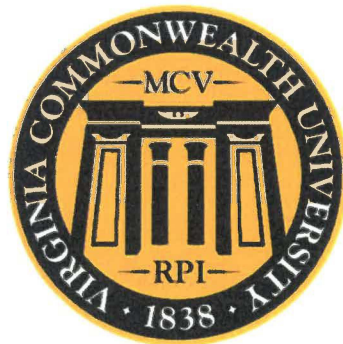
## EXCEPTIONS

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]

# **LIGHTING MAINTENANCE INCORPORATED**

**Offers to:**



**Electrical Repair and Installation Services**

**RFP Number: #8494638TH**

**Virginia Commonwealth University**

Procurement Services – Proposal Processing

912 W. Grace Street, 5th Floor

Richmond, Virginia 23284

Due on: April 8, 2019 at 11:00 A.M. EST



# 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)

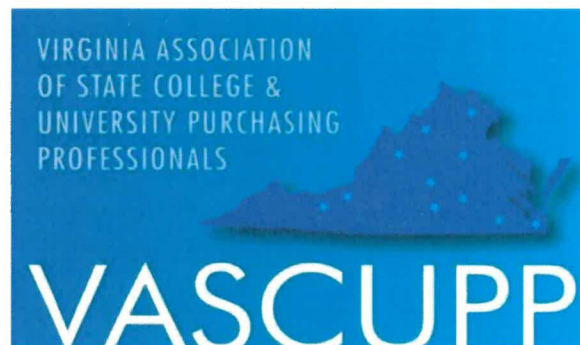
**Direct Inquiries to:** Teresa Hall, Senior Buyer  
THall2@vcu.edu

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

**Proposal Delivery Addresses:** VCU  
Procurement Services – Proposal Processing  
912 W. Grace Street, 5<sup>th</sup> 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:

Lighting Maintenance Inc.

Date: 4/5/19

832 Oregon Avenue, Suite A

By (Signature In Ink): 

Linthicum, MD Zip Code 21090

Name Typed: Michael Yoder

E-Mail Address: michael@lightingmaintenance.com

Title: CEO

Telephone: ( 877 ) 279-7373

Fax Number: ( 877 ) 279-7374

**Toll free, if available**

**Toll free, if available**

DUNS NO.: 828847814

FEI/FIN NO.: 521737066

**B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION**

MINORITY-OWNED BUSINESS: ( ) YES ☒ NO  
REGISTERED WITH eVA: ☒ YES ( ) NO  
VIRGINIA DSBSD CERTIFIED: ☒ YES ( ) NO

WOMEN-OWNED: ( ) YES ☒ NO  
SMALL BUSINESS: ☒ YES ( ) NO  
VIRGINIA DSBSD CERTIFICATION#: 663270

**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 #	<u>1</u>	Addendum #	
Addendum Date	<u>3/26/19</u>	Addendum Date	___/___/___
Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___

**Affix this Form as the FIRST PAGE of your proposal.**



**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

Lighting Maintenance Inc.

Name of Firm

Richard A. Yoder / Director of Operations

Signature/Title

4/5/19

Date



## 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.

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**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:

  
\_\_\_\_\_  
Michael Yoder

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Lighting Maintenance Inc.

\_\_\_\_\_  
4/5/19

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:

Title:

Mailing address:

Email address:

Phone number:

Fax number:

\_\_\_\_\_  
Sharon Maxwell

\_\_\_\_\_  
Financial Controller

\_\_\_\_\_  
832 Oregon Avenue, Suite A

\_\_\_\_\_  
Linthicum, MD 21090

\_\_\_\_\_  
smaxwell@lightingmaintenance.com

\_\_\_\_\_  
(410) 376-7927

\_\_\_\_\_  
(877) 279-7374

## 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]



832 Oregon Ave., Suite A  
Linthicum, Maryland 21090  
Phone: 877-279-7373 Fax: 877-279-7374  
[www.LightingMaintenance.com](http://www.LightingMaintenance.com)

April 4th, 2019

Teresa Hall, Senior Buyer  
Virginia Commonwealth University  
Procurement Services – Proposal Processing  
912 W. Grace Street, 5<sup>th</sup> Floor  
Richmond, Virginia 23284

Response to Request for Proposal

Title: Electrical Repair and Installation Services  
RFP Number: #8494638TH  
Due Date/Time: April 8, 2019 at 11:00 A.M. EST

**Offer Form: C - Proprietary or Confidential Information**

Lighting Maintenance Inc. (LMI) would prefer to keep the following sections of our bid confidential and redacted from any non-government firm when requested or as part of a FOIA submission.

Section III Qualifications of the Staff

Section IV References

We request to be contacted if these items need to be released to a non-government firm.

Thank you,

Richard Yoder  
Director of Operations  
Lighting Maintenance Inc.  
C. 301-674-0161  
O. 877-279-7373 x206  
E. [RYoder@LightingMaintenance.com](mailto:RYoder@LightingMaintenance.com)

April 4th, 2019

Teresa Hall, Senior Buyer  
Virginia Commonwealth University  
Procurement Services – Proposal Processing  
912 W. Grace Street, 5<sup>th</sup> Floor  
Richmond, Virginia 23284

Response to Request for Proposal

Title: Electrical Repair and Installation Services

RFP Number: #8494638TH

Due Date/Time: April 8, 2019 at 11:00 A.M. EST

## I. Introduction

Lighting Maintenance Inc. (LMI) services all areas of the lighting and electrical field. Founded in 1991, we are a family-owned electrical and lighting contractor who designs, builds, maintains, and repairs electrical systems as well as provides energy efficient lighting solutions. LMI serves commercial, retail, industrial and government sectors in the mid-Atlantic region. We combine the best equipment and trained personnel with unparalleled diagnostic experience to resolve your lighting and electrical challenges creatively and cost-effectively.

We measure our success through the quality and depth of our relationships, performance, and solutions. We are committed to the growth and prosperity of our organization that occurs by applying these critical core values to all areas of our business (employees, colleagues, clients and vendors):

Honesty – Truthful in all aspects

Integrity – Being fair and sincere – applying strong ethics.

Perseverance – We don't give up – striving to satisfy our commitments.

Respect – People and property – holding both in high regard.

Safety – Maintaining the welfare of employees, customers and general public

Sustainability – Balancing today's resources with the healthiest future in mind

Learning through reflection – examining our successes and failures, always striving to learn and grow.

LMI is an environmentally conscious contractor that does what is expected, recycle paper and plastics. LMI goes beyond the expected to reduce our carbon footprint on the world. LMI is committed to becoming paperless by keeping all records digitally and relying on paper only when required. We have issued tablets to field personnel with core software integration to eliminate internal paperwork where possible. We recycle expired material returned from the field to its basic elements as well as cardboard packaging from the new material. At our own expense, LMI pays for the proper disposal of hazardous materials such as fluorescent and metal halide lamps. We use a clean burning expired motor oil heater to heat our Linthicum warehouse. We are prepared for the unexpected, all the vehicles in our fleet that contains hydraulics has a "Spill Kit" in case a hose rupture occurs so our trained personnel can contain and remove the contamination.



## PRINCIPALS



### **Michael D. Yoder**

CEO, Owner of Lighting Maintenance Inc. (1991) Master Electrician since (1993) Mike is involved in both estimating and design of electrical and lighting projects and has 31 years of experience in the field of lighting. He is involved in daily operations, special projects and larger scale proposals. Mike spearheads internal change, company efficiency and direction of growth. He is known for his honesty, integrity, leadership and diligent work ethic



### **Richard A. Yoder**

Director of Operations. Over his 26 years with LMI, Richard has held positions at each level from electrician's helper, crew leader, construction supervisor, operation manager, construction project manager to his current role as Director of Operations. He manages, oversees and coordinate all aspects of company operations. Promotes positive teamwork atmosphere and collaborates with others to build camaraderie.



### **John Windsor**

Director of Business Development - draws upon his 25 years' experience in construction (16 years in electrical trade) to generate new sales opportunities for the company. He assists the Director of Pre Construction in the bidding process across all lines of business. His experience includes sales management, business relationships, prospecting, estimating, project and cost accounting across the electrical field, road construction and general contracting projects.



### **John Rudasill**

Safety Manager - Former Baltimore City Police Officer and award winning Health and Safety Specialist since 2010, John has been instrumental in forming our safety program into the successful employee support it is today. He is a certified trainer for CPR, First Aid, OSHA30 and digger derrick operators and holds certificates for Maryland Temporary Traffic Control Manager's Course and is well versed in PEPCO procedures and protocols which includes periodic unannounced site safety inspections. Train and coach employees into success through encouragement, guidance and setting expectations early on and to meet goals in a timely manner. Hold monthly Safety Stand-Down team meetings to communicate pertinent information such as Miss U laws, corporate and customer expectations.

Lighting Maintenance Inc.

Response to Request for Proposal

Title: Electrical Repair and Installation Services

RFP Number: #8494638TH

LOCATIONS

Lighting Maintenance Inc. (*Corporate Headquarters*)  
832 Oregon Avenue, Suite A, Linthicum, MD 21090

*Richmond Operations Center*  
2077 E Whitehill Road, Prince George, VA 23875

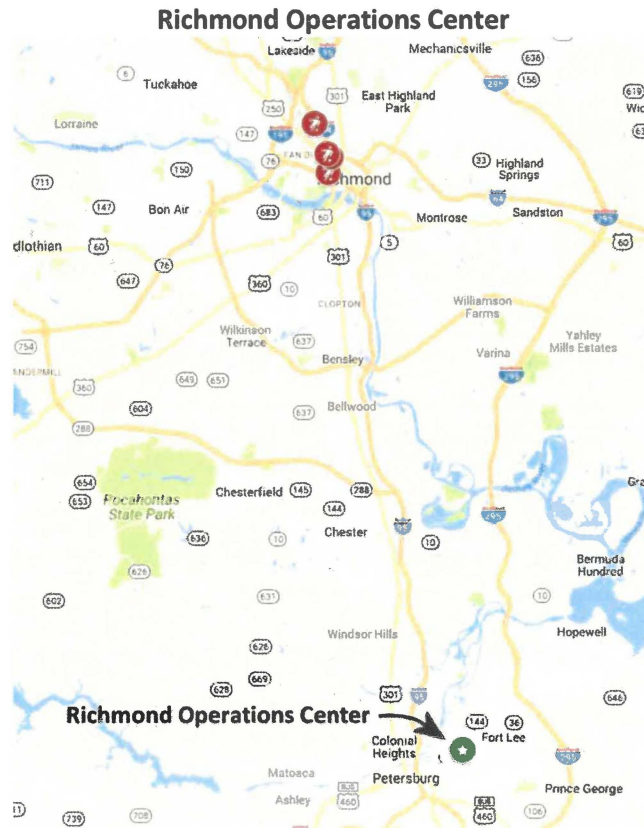
*Lorton Operations Center*  
7411-A Lockport Place, Lorton, VA 22079

*Hampton Roads Operations Center*  
711 Falcon Ave. Ste. C2, Chesapeake, VA 23324

*Forestville Operations Center*  
7909 Cryden Way, Forestville, MD 20747

*Rockville Operations Center*  
14714 Southlawn Lane, Rockville, MD 20850

LMI will be providing service from our Richmond Operations Center which is less than (30) minutes away from your facilities.



SUBCONTRACTORS

Lighting Maintenance Inc. being a certified (SWaM) small full service electrical contractor and having trained professional personnel and a vast supply of vehicles and equipment plan to self-perform 100% of the work outlined in this request for proposal.

LICENSES AND CERTIFICATIONS

License Details

Virginia Electrical Contractor Class A, No. 2705 0327 46A  
Michael D. Yoder: Master Electrician, Commonwealth of Virginia, No. 2710028239  
Richmond Business License: 12421

State Certifications

Lighting Maintenance Inc. is a DBE/MBE certified Small Business.  
Virginia DBE: SWaM No. 663270

<b>Lighting Maintenance, Inc.</b>		Certification Number: 663270
Hilary S Yoder		<b>SWaM Certification Type:</b>
832 Oregon Avenue, Suite A		Small Start Date: 05-25-2016
Linthicum Heights, MD 21090		SWaM Expiration Date: 05-25-2019
Phone: (877) 279-7373		NIGP/Description:
Fax: (877) 279-7374		28555 Lighting, Area, Pole or Standard Mounted (Parking Lots, etc.)
hilary@lightingmaintenance.com		91438 Electrical
www.lightingmaintenance.com		98854 Lighting Services for Parks, Athletic Fields, Parking Lots, etc.
		28576 Street and Highway Lighting Luminaires, Accessories and Parts
		91082 Wiring and Other Electrical Maintenance and Repair Services
		Pcard: N

LICENSES AND CERTIFICATIONS TO FOLLOW



## II. Qualifications of the Firm

LMI has an unblemished reputation though out the industry for following through with commitments even if the end result is not financially favorable. LMI has created an internal culture of “can do” in our personnel from top to bottom and in (27) years have built a positive reputation with commercial, general contractors and all levels of government through hard work and dedication. This reputation has rewarded LMI with favorable capacities in both financial and bonding institutions allowing LMI to obtain large scale project and nurture growth.

Electrical repairs and installations are at the core of every type of work we perform. From troubleshooting highway lighting and traffic signals, replacement of navigational lighting on the Bay Bridge, installation of lighting and circuitry for the Verizon Center and EagleBank Area to adding a simple receptacle in a maintenance shed, it all emanates from electrical repairs and installation. **We currently hold (20) Electrical Repair Services Contracts and (26) Lighting Repair and Retrofit Contracts in Maryland and Virginia.** Our knowledgeable, experienced and licensed staff is trained in troubleshooting techniques, make repairs, and perform new installations, quickly, accurately and per the NEC.

From service relocation to a complete service overhaul, we have the experience needed to get the job done. Electrical equipment has a useful life expectancy, and after that point has been reached, it is time to upgrade or replace for reliability and safety. We can efficiently remove your old service then build a new one. We can install your complete indoor or outdoor service including CT Cabinets, disconnects, contactors, panels and control circuits. We have electrical and structural engineers that we consult regularly and all of our services are maintenance friendly.

Our equipment/vehicle fleet has grown from a single truck in 1991 to over 170 in 2018 which includes Service Trucks, Vans, Pickups, Cranes, Bucket Trucks up to 110', Backhoes, Skid Steers, Directional Drills, Vacuum Excavators, Digger Derricks, Dump Trucks, Attenuator Trucks (TMA), and Trenchers.



[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]



IV. References

Lighting Maintenance Inc. currently holds over (30) maintenance term contracts for various clientele including states, counties, cities, public school systems and universities. The services we provide include repair, maintenance, upgrades and installation of electrical equipment, sports lighting and parking lot lighting.

We have provided the following *Electrical Services* references that can attest to the quality service we provide.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



## V. Work Plan

### GENERAL

Lighting Maintenance Inc. offers to provide all labor, supervision, equipment, tools, materials and incidentals, as necessary, required for the complete and satisfactory performance of various electrical service projects in any of the facilities and venues.

The project sequence listed below and covered in more detail in “Deliverables” are key components to a successful project. Each at its core is the communication of ideas between a contractor and the owner. Along with the bid documents, contract documents and specifications which serves as a general guide, the project sequence is the path to efficient production.

1. Request for Service
2. Proposals
3. Submittals
4. Pre-Construction Meeting
5. Progress Meetings
6. Punchlist and Closeout Documents

#### ***Contacts for Service***

Lighting Maintenance Inc. will provide contact information to the corresponding Operations Center per Zone as defined in the RFP. The contact information will include the office and mobile phone numbers as well as email addresses for the Director of Operations, Operations Manager and Office Manager along with a complete description of their role. LMI will provide emergency and after hours contact information to a live person, never an answering machine.

Director of Operations: Richard Yoder

Richard will monitor the efficiency and quality of LMI's performance, be a resource for the Operations Manager as needed and will guaranty customer satisfaction on any issue that may arise.

Operations Manager: Aaron Greene

Aaron will respond to quote requests and ensure the quality and accuracy of the work.

Office Manager: Dorothy Kilgore

Dorothy will be the first point of contact for non-emergency requests for service and will coordinate our schedule depending on the priorities defined by VCU.

Communication being critical to responding to our customer's needs, upon award and throughout the duration of the contract we will create and direct on our end (to the correct personnel) a single email address to simplify the process for your requesting agents. For service requests, the email address will be [VCURichmond@lightingmaintenance.com](mailto:VCURichmond@lightingmaintenance.com).

## DELIVERABLES

### ***Proposals***

LMI will handle all VCU's needs form a simple addition of a receptacle, indoor/outdoor LED lighting upgrades coordinating with the power company for available rebates to complete electrical wiring of new buildings. Regardless of the size of the project, LMI will conduct a site visit and meet with the requesting agent to gather all the pertinent information so an accurate proposal will be crafted and presented in a timely manner. Our seasoned staff of estimators at our corporate headquarters are available to provide proposals on large projects utilizing the top rate electrical estimating software, ConEst.

The proposals will include a complete scope of work and will be broken out using pertinent contract line items. All labor will be defined by class and include the total anticipated hours to complete the project. All material will be defined with catalog numbers for all nonstandard material. We will review the proposal with the requesting agent to achieve a concurring scope of work answer any questions that arise.

If needed for a project, LMI can produce engineered stamped drawings and pull electrical permits. LMI will ensure the requirements are met for the version of the National Electric Code (NEC) that is adopted for each jurisdiction / county.

### ***Submittals***

We will provide submittals for all material to be purchased for the project in an organized manner including defined cut sheets for approval. Our company core software's project management module organizes all project documents to prevent confusion while transmitting and documenting results for submittals, RFI's, drawing revisions and other project documents.

### ***Pre-Construction Meeting***

For projects of significant size, we will conduct a pre-construction meeting to review all aspects of the project including the scope of work, approved submittals, latest version of the project drawing(s), specifications and safety related concerns along with our job hazard analysis (JSA) including our plan to reduce potential hazards. We will have an open discussion to receive any additional instructions and address any concerns from the requesting agent.

### ***Progress Meetings***

LMI will conduct periodic progress meetings to discuss the progress of the work, any changes to the schedule and listen to any concerns from the requesting agent. We will review any changes needed in the scope of work due to obstructions / site conditions along with any material substitution suggestions complete with revised submittals for approval. We will present a revised schedule if any changes are anticipated and review any possible new scheduling conflicts with normal activities. We will have an open discussion with the requesting agent requesting feedback on all aspects of the project including the quality of the work, potential scheduling conflicts, LMI staff and any concerns in general.

### ***Punch list and Closeout Documents***

After completing in internal quality control punchlist and correcting any items identified, LMI will request a walkthrough of the project with the requesting agent and document any concerns and punchlist items identified. Any punchlist items will be corrected immediately and a status report will be sent with the detailed list of correction performed. To close out the project, the requesting agent will receive a close out binder including all O&M manuals, all approved submittals including any changes during construction, complete as-built drawing including all new circuitry, manufacturer's warranty statements, LMI's warranty letter covering all workmanship, final electrical inspection approval documentation and any operational training requested.

## **WORK SCHEDULE**

### ***Project Schedule***

We will review our schedule and discuss any dates or times to avoid minimizing disruption to normal activities. The schedule will include anticipated material delivery date, on-site start date, pertinent milestones and project completion date. LMI recently completed sports arena lighting and electrical upgrade projects for local prominent colleges and successfully worked around the constantly changing schedule of sports practices and special events.

### ***Service Requests***

24/7, VCU can request service through the provide contact information. We will discuss the details of the project which will be documented for accuracy. If the service request is an emergency, VCU will receive a response call back within 30 minutes with a detailed plan of action in response to the situation including estimated time of arrival and budgetary cost estimate if requested.

## **OUTCOMES AND PERFORMANCE MEASUREMENT**

### ***Quality Control and Safety Inspections***

During the production phase of ongoing projects, our operations manager and will perform site inspections as part of our Quality Control program ensuring the field technicians are following the production plans as designed, checking completed work acceptability and providing additional instructions and answering questions as warranted.

LMI is well established in all (3) locations in Virginia (Lorton, Richmond and Hampton) and are available for immediate response to requests for work. We have multiple electrical service technicians at each location available for immediate dispatch. We also have several heavy construction crews with years of experience that are available as large projects arise.



LMI currently holds multiple “Electrical Services” contracts including several for public schools. We are setup to respond to any needs from installing receptacles, lighting repairs and upgrades (indoor and outdoor) up to and including any sports lighting repairs or upgrades. We also currently maintain sports lighting for several public school systems and parks.

## OVERALL RISK

### ***Workmanship***

LMI hires licensed electricians that receive additional training under the supervision of prequalified personnel. Additionally, we increase our pool of licensed electricians by sponsoring their education in the apprenticeship program that is free to qualified LMI employees.

### ***Defective/Damaged Material***

Material that LMI will supply under this contract will be free from defects and damage. LMI thoroughly inspects material upon arrival from the suppliers. Any damage or defects are documented and returned to the supplier at no cost to the customer. Furthermore, LMI has been very successful expressing the urgency of our timeline to the supplier resulting in express or overnight deliveries to minimize any delays to the project.

### ***Incorrect Material***

The flow of information is critical to a successful project when confirming, ordering and accepting delivery of material. Even with approved submittals, a site visit to verify compatibility with existing components is mandatory to prevent delays. During the material delivery inspections, our personnel have the approved material information in hand to prevent the acceptance of incorrect material.

### ***No Access to Work Site***

For short duration projects and service calls, LMI communicates our schedule with the requesting agent 24 hours in advance to ensure the site is ready for our arrival. Our policy of a courtesy call has prevented countless hours of unproductive labor and is appreciated by our customers. The courtesy call allows the purchasing agent to make plans, notify end users and update us on last minute schedule changes by end users that may require rescheduling our work.

### ***Limited Access to Site***

LMI has completed multiple projects at night to work around the schedule of end users. These projects include school gymnasiums, Metro parking garages and sports lighting fields and arenas. Our flexibility to work with our customers scheduled has helped complete projects that otherwise would be delayed until the off-season.

### ***Injuries / Accidents***

LMI employees have embraced our safety culture due to education and positive reinforcement. We supply each employee with safety training on their first day with LMI, continue with OSHA 10 classes and a continual reminder system that keeps safety at the forefront of their thoughts. Our Safety Manager and Operations managers perform multiple safety inspections per week and request the Jobsite Safety Analysis (JSA) from the supervisor to review for completeness and provide additional

coaching if warranted. If an incident occurs, LMI conducts a full investigation to find the root cause and take steps to prevent future incidents.

***Availability of Manpower & Equipment***

With over (100) employees at multiple locations in Maryland and Virginia, LMI is able to assemble and mobilize substantial crews in case of an emergency. Our fleet of vehicle and construction equipment allow us to respond immediately fully equipped to meet the needs of our customers without delays caused from rental equipment availability and delivery schedules.

***Manpower Turnover***

LMI strives to provide a positive work environment for all employees. This has led to a reduced employee turnover and increased return rate of employees lured away with temping offers. We incentivize personal growth by offering sponsored self-improvement education and training which leads to matching compensation as they grow within LMI.

***Incorrect Billing and Time Tracking***

LMI has installed GPS tracking equipment on all vehicles and equipment to verify hours spent at each jobsite. The information is helpful to verify billable hours to ensure invoice accuracy. Our operations managers can view their technicians in route, on the job and their return trip that eliminates unnecessary deviations from the schedule.

***Damage to the VCU Site***

Our trained and seasoned technicians are well versed in construction techniques to minimize risks of causing damage to existing utilities and structures. Each employee through LMI training, has a firm understanding of the Miss Utility standards / protocols and the meaning of the different colors and marking symbols. They also understand a current "Clear / No Conflict" Miss Utility ticket does not mean it is safe to dig. LMI procedures require employees to look for evidence of existing unmarked utilities and the possible presence of private utilities prior to beginning any excavation. Our employees understand LMI requires a manufactures written approval or a structural engineered stamped drawing prior to heating or drilling holes in any steel structure since it will be weakened and could possibly cause a catastrophic failure.

***Working Equipment Energized***

LMI adheres to the Lock Out Tag Out (LOTO) standards in our industry and in cases when de-energization is not a viable option, we have Arc-Flash suits and are well trained in their use. We are also aware of minimum space standards for electrical rooms and equipment that are in place to ensure employee safety should arching occur. We have been working closely with VOSH to have a LMI designed de-energizing technique incorporated into their approved standards.

***Working Near or in Roadway***

All employees are trained in the basics of Maintenance of Traffic (MOT) and most LMI foreman and managers have obtained certification through the MOT Managers Course which enables them to accurately design and setup shoulder and lane closures including highways based on the standards of the state the work is performed.

***Total Customer Satisfaction***

If the Client is not completely satisfied with work product delivered by LMI and the deficiency is within the reasonable and direct control of LMI, LMI will return to the subject work site, arriving within 48

hours to remediate deficiencies specified in writing to the Client's full satisfaction at no additional cost to Client.

### ***Safety***

To ensure a healthy and safe work environment, LMI has all employees trained in OSHA 10, CPR, defensive driving and our own specialized safety training program taught to all LMI employees during the onboarding process. Depending on the duties to be performed, LMI provides Maintenance of Traffic (MOT), crane operator certifications (NCCCO), highway lighting repair classes, traffic signal level 1-3, commercial driver's license (CDL) and electrical apprenticeship programs. Background checks, driving records and drug screening are also conducted to ensure LMI will field the highest quality, professional and safest personnel in the industry. Proper safety training and employment screening has resulted in an projected EMR rating of 0.8 in 2019. Our Safety Manager works closely with MOSH and VOSH to ensure all safety requirements are met or exceeded and we provided the safest environment possible for our field personnel

### ***Safety Manager***

LMI's Safety Manager will perform Safety Inspection which includes a in depth checklist which includes inspections of personal protection equipment (PPE), daily JSA reports, methods of performance (ladders, scaffolding and aerial lift devices), energized hand tools and extension cords. Our Safety Manager has been given the authority by the LMI ownership to make any corrections necessary to keep employees and non-LMI employees safe from all hazards.

## **OTHER**

Lighting Maintenance Inc. will furnish all necessary labor, materials, supervision, equipment, services, incidentals, and related items required or implied for the complete and satisfactory performance of on-call electrical maintenance and repair services, including inspections, adjustments, tests, and parts replacement as necessary at VCU's sites.

Services LMI includes, but not be limited to, the following:

- Inspection, maintenance, and repair of both interior and exterior lighting in all buildings, structures, roads, and parking lots.
- Layout and install electrical conduit, box outlets and other electrical fixtures.
- Perform preventative maintenance on electrical equipment and systems.
- Repair electrical motors, appliances, electrical control equipment, and other associated electrical equipment.
- Assist in emergency overtime work as required.
- Perform installation of new equipment or relocation of existing equipment.

#### SMALL, WOMEN-OWNED AND MINORITY-OWNED (SWaM) BUSINESS COMMITMENT

Lighting Maintenance Inc. being a certified (SWaM) small full service electrical contractor and having trained professional personnel and a vast supply of vehicles and equipment plan to self-perform 100% of the work outlined in this request for proposal.

#### EXCEPTIONS

LMI has no exceptions to the conditions of this request for proposal.

## VI. Price Proposal

Lighting Maintenance Inc. is pleased to offer the following pricing for the locations described in this RFP and are very interested in discussing working in Zone 1 (George Mason University) and Zone 5 (College of William and Mary & Old Dominion University).

Please see the price proposal along with the "Other Services Offered" on the following page.



## APPENDIX IV



832 Oregon Avenue, Suite A

Linthicum, Maryland 21090

Phone: 877-279-7373 Fax: 877-279-7374

[www.LightingMaintenance.com](http://www.LightingMaintenance.com)

Virginia Commonwealth University (VCU)

Electrical Repair and Installation Services

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)	\$ 45.00
Master Electrician	\$ 45.00
Journeyman	\$ 58.00
Apprentice	\$ 38.00
Helper	\$ 30.00

Overtime	Hourly Rate
Project Manager (to be used on a case by case basis for larger and more complex projects)	\$ 60.00
Master Electrician	\$ 60.00
Journeyman	\$ 75.00
Apprentice	\$ 48.00
Helper	\$ 48.00

**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.

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

Item	Description	UOM	Unit
1	Stamped Electrical Engineered drawings (Simple Drawing)	Ea.	\$600.00
2	Fault Finder Locator	Hr.	\$55.00
3	Bucket Truck w Operator: Up to 55'	Hr.	\$85.00
4	Bucket Truck w Operator: 110'	Hr.	\$165.00
5	Backhoe w Operator	Day	\$520.00
6	Skidsteer w Operator	Day	\$480.00
7	Directional Drill (install conduit under hardscapes) w Operator	Hr.	\$125.00
8	Trencher w Operator	Hr.	\$65.00
9	Auger / Pole Derrick w Operator	Hr.	\$110.00
10	Pole Trailer 15 Ton (Does not include operator)	Day	\$280.00
11	Dump Truck w Operator	Hr.	\$65.00
12	22' Enclosed Box Truck (Does not include operator)	Day	\$520.00
13	Air Compressor w/ hammer missile (Does not include operator)	Day	\$280.00
14	TMA Traffic Control (Does not include operator)	Day	\$680.00
15	Scissor Lift (Does not include operator)	Day	\$240.00
16	Equipment Transport 5-Ton Trailer	Ea.	\$175.00
17	Utility Body Truck	Hr.	\$35.00
18	Rollback Truck 15-Ton	Hr.	\$85.00

90 County



# State of Maryland License

LIGHTING MAINTENANCE INC  
832 OREGON AVE  
SUITE A  
LINTHICUM MD 21090

LIGHTING MAINTENANCE INC  
832 OREGON AVE  
SUITE A  
LINTHICUM MD 21090

02408471

02176537

05841077

19

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00

DATE OF ISSUE  
MO DAY YR  
03/27/2019

MONTHS PAID  
12

ISSUING FEES	2.00
TOTAL	17.00

THIS LICENSE MUST BE PUBLICLY DISPLAYED  
AND EXPIRES ON **APRIL 30, 2020**

AMOUNT PAID  
17.00

ISSUED BY  
SCOTT A. POYER, CLERK OF CIRCUIT COURT  
8 CHURCH CIRCLE, ROOM H-101  
ANNAPOLIS, MARYLAND 21401 (410)222-1434

LDS



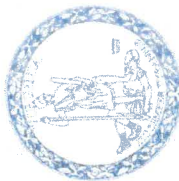
COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

EXPIRES ON  
04-30-2020

NUMBER

2705032746



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



LIGHTING MAINTENANCE OF MARYLAND INC  
LIGHTING MAINTENANCE INCORPORATED  
832 SUITE A OREGON AVE  
LINTHICUM, MD 21090

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)



COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* ELE

NUMBER: 2705032746 EXPIRES: 04-30-2020

LIGHTING MAINTENANCE OF MARYLAND INC  
LIGHTING MAINTENANCE INCORPORATED  
832 SUITE A OREGON AVE  
LINTHICUM, MD 21090



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

*James W. DeBoer*  
James W. DeBoer Director

DPOR-LIC (02/2017)  
(DETACH HERE)

DPOR-PC (02/2017)

# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON  
04-30-2020

NUMBER  
2710028239

## BOARD FOR CONTRACTORS TRADESMAN



MICHAEL DAVID YODER  
832 OREGON AVE  
SUITE A  
LINTHICUM HEIGHTS, MD 21090



*James W. DeBorja*  
DPOR Director

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

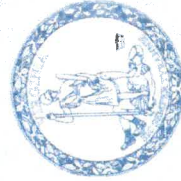
(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)



BOARD FOR CONTRACTORS  
TRADESMAN

NUMBER: 2710028239 EXPIRES: 04-30-2020

MICHAEL DAVID YODER  
832 OREGON AVE  
SUITE A  
LINTHICUM HEIGHTS, MD 21090



TRADE DESIGNATIONS  
MASTER ELECTRICIAN

DPOR-LIC (02/2017)  
(DETACH HERE)

DPOR-PC (02/2017)

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





## 2018 CITY OF RICHMOND BUSINESS LICENSE

POST IN PUBLIC VIEW

The person, firm or corporation named below is granted this license pursuant to the provision of the City Code of Ordinances to engage in, carry on or transact the business, trade, calling, profession, exhibition or occupation described below for the period indicated. It is the responsibility of the applicant/licensee to ensure that his/her business complies with all applicable City codes and the City zoning ordinance. In the event it is determined that the business does not comply, the business license may be revoked by the City. This license is nontransferable. Please note that it is your responsibility to renew and update this license annually.

No. 12421

SHALL BE RENEWED BY:

*March 01, 2019*

Name: LIGHTING MAINTENANCE INC

Business Address: 5193 RAYNOR AVE LINTHICUM, MD 21090

Business Description: CONTRACTOR

Owner: LIGHTING MAINTENANCE INC

Account Number: 1009808



CITY OF RICHMOND • 900 E. BROAD STREET, ROOM 103 • RICHMOND, VA 23219 • [www.richmondgov.com](http://www.richmondgov.com)



City of Richmond, Virginia  
Department of Finance  
Division of Collections  
P.O. Box 26505  
Richmond, VA 23261-6505

1219



LIGHTING MAINTENANCE INC  
832 OREGON AVE STE A  
LINTHICUM HEIGHTS MD 21090-1400

\* LICENSE RENEWED  
\* Awaiting CERTIFICATE