



VCU Procurement Services

CONTRACT RENEWAL

DATE: February 8, 2024
CONTRACT TITLE: Locksmith Services
CONTRACT NO: C0000531
LEGACY CONTRACT NO: 8588933CH2-B
NEW START DATE: March 2, 2024
NEW END DATE: March 1, 2025
RENEWAL NUMBER: 4 of 4
CONTRACTOR: The Flying Locksmiths

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.

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.

COI ATTACHED EXPIRES APR 21 2024

All other terms and conditions of **8588933CH2-B** shall remain unchanged and in full force and effect.

RESPONSE:

The Flying Locksmiths - CENTRAL VIRGINIA INC
Name of Firm


Signature

DAVID W MILLURE
Name Printed

PRESIDENT
Title

2/9/24
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2023

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

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

PRODUCER G. F. H. INSURANCE AGENCY, INC 4807 RADFORD AVE, STE 104 RICHMOND, VA 23230	CONTACT NAME: Raelyn Acosta
	PHONE (A/C, No, Ext): 804-740-5711 FAX (A/C, No): 804-740-8180 E-MAIL ADDRESS: Racosta@gfhinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: MMG Insurance	NAIC # 15997
INSURER B: TRAVELERS	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

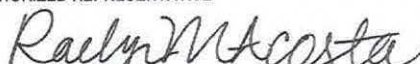
COVERAGES **CERTIFICATE NUMBER:** 00001410-743294 **REVISION NUMBER:** 91

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SC13033620	04/21/2023	04/21/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KA13033615	04/21/2023	04/21/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A	UB6J97224A	04/21/2023	04/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Blanket Additional Insured included with respects to General Liability.

CERTIFICATE HOLDER Virginia Commonwealth University 700 W Grace St PO BOX 843011 Richmond, VA 23284	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (RMB)

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VCU Procurement Services

CONTRACT RENEWAL

DATE: January 24, 2023
CONTRACT TITLE: Locksmith Services
CONTRACT NO: C0000531
LEGACY CONTRACT NO: 8588933CH2-B
NEW START DATE: March 2, 2023
NEW END DATE: March 1, 2024
RENEWAL NUMBER: 3 of 4
CONTRACTOR: The Flying Locksmith

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.

CERTIFICATE OF INSURANCE:

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All other terms and conditions of **8588933CH2-B** shall remain unchanged and in full force and effect.

RESPONSE:

The Flying Locksmith

Name of Firm

DocuSigned by:

David Millure

03C1AFB8F4BC444...

Signature

David Millure

Name Printed

President

Title

3/1/2023

Date



VCU Procurement Services

Date: February 25, 2022

The Flying Locksmiths
1726 Altamont Ave, Suite 1
Richmond, VA 23230

RE: Contract #: 8588933CH2
Renewal No.: 2 of 4

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

Dear Insert Contact Name: Mr. Millure

Your firm's contract with Virginia Commonwealth University (VCU) for (Locksmith Services) expires on March 1, 2022. VCU intends to exercise the renewal of this contract in accordance with Contract #: 8588933CH2.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions 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 identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: March 2, 2021 through March 1, 2023.

- 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, Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be faxed to me at (804) 828-7837. If you have any questions, please contact me at (804) 828-0663.

Sincerely,

Cornelius Hunt
Senior Buyer/Supplier Diversity Coordinator

Contract #: 8588933CH2

RESPONSE:

THE FLYING LOCKSMITHS - CENTRAL VIRGINIA INC

Name of Firm



Signature

DAVID W MILLORE

Name Printed

President

Title

March 7 2022

Date



VCU Procurement Services

Date: March 1, 2021

The Flying Locksmiths
1726 Altamont Ave, Suite 1
Richmond, VA 23230

RE: Contract #: 8588933CH2 - B
Renewal No.: 1 of 4

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
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Please return this document to me no later than March 1, 2021. Your response may be faxed to me at (804) 828-7837. If you have any questions, please contact me at (804) 828-0663.

Sincerely,

Cornelius Hunt
Senior Buyer/Supplier Diversity Coordinator

Contract #: 8588933CH2 - B

RESPONSE:

THE FLYING LOCKSMITHS - CENTRAL VIRGINIA INC
Name of Firm

David W. Millore
Signature

DAVID W MILLORE
Name Printed

PRESIDENT
Title

3/1/21
Date



VCU Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 8588933CH2 - B

This Contract entered into by The Flying Locksmiths, 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 PERFORMANCE: From the execution of the contract by both parties through March 1, 2021 with up to four (4) successive one (1) year renewal options.

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 the following, and in the event of any conflict or inconsistency between the provisions of the Contract Documents, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- (1) This signed form;
 - (2) The Contractors BAFO to the Contract dated January 29, 2020; and
 - (3) The Request for Proposals # 8588933CH2 dated November 20, 2019; and
 - (4) The Contractor's Proposal dated December 14, 2019.
- All of which documents are incorporated herein by reference.

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

CONTRACTOR:

The Flying Locksmiths -

By: David W Millone

Name Printed: DAVID W MILLONE

Title: PRESIDENT

Date: Feb 28 2020

PURCHASING AGENCY:

Virginia Commonwealth University

By: Mark E. Roberts
D36F5DBC34884FC...

Name Printed: Mark Roberts

Title: Director of Procurement Services

Date: 3/26/2020

G- PRICING

Scheduled Services

Service Work Type	Regular Hours Rate (7:30 am – 5:00 pm Monday – Friday)	Overtime Hours Rate (5:00 pm – 7:30 am Monday – Friday, Weekends, & Holidays)
Locksmith and Stand-Alone Access Control	\$95	\$300
Low Voltage Electrical Access Control	\$95	\$300
Aluminum, Wood, Hollow Metal Doors	\$95	\$300
Automatic Doors and Handicap Operators	\$95	\$300

Non - Scheduled Services

Service Work Type	Regular Hours Rate (7:30 am – 5:00 pm Monday – Friday)	Overtime Hours Rate (5:00 pm – 7:30 am Monday – Friday, Weekends, & Holidays)
Locksmith and Stand-Alone Access Control	\$100	\$300
Low Voltage Electrical Access Control	\$100	\$300
Aluminum, Wood, Hollow Metal Doors	\$100	\$300
Automatic Doors and Handicap Operators	\$100	\$300

Emergency Services

Service Work Type	Regular Hours Rate (7:30 am – 5:00 pm Monday – Friday)	Overtime Hours Rate (5:00 pm – 7:30 am Monday – Friday, Weekends, & Holidays)
Locksmith and Stand-Alone Access Control	\$300	\$300
Low Voltage Electrical Access Control	\$300	\$300
Aluminum, Wood, Hollow Metal Doors	\$300	\$300
Automatic Doors and Handicap Operators	\$300	\$300

Equipment Discount Percentage is 20% off list price

From the VASCUPP Zone Map TFL is willing to service the following zones:

Zone 6 Virginia Commonwealth University (Richmond)

Zone 5 College of William and Mary (Williamsburg) Old Dominion University (Norfolk)

Zone 1 George Mason University (Fairfax)

Contingent on adequate staffing resources, we may choose to add:

Zone 3 University of Virginia (Charlottesville)

Zone 4 University of Mary Washington (Fredericksburg)

Zone 7 Longwood University (Farmville)



VCU Procurement Services

Request for Proposals

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
#8588933CH2**

Issue Date: November 20, 2019
Title: Locksmith Services
Issuing and Using Agency: Virginia Commonwealth University (VCU)
Direct Inquiries to: Cornelius Hunt, Senior Buyer
Chunt3@vcu.edu

Proposal Due Date (Firm): December 17, 2019
2:00 P.M.

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

Note: Do not send via US Mail.

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



A VASCUPP Member Institution

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
Locksmith Services
#8588933CH2**

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:

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

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, 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 #			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 to establish a contract with one or more qualified sources for Locksmith Services 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 1 year(s), with the option of up to four (4) one (1)-year renewals, to be exercised upon mutual signed agreement by authorized representatives 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 in the above paragraph 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 contract 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.

The VCU Health brand represents the health sciences schools of VCU, the VCU Massey Cancer Center and the VCU Health System, which comprises VCU Medical Center (the only academic medical center and Level I trauma center in the region), Community Memorial Hospital, Children’s Hospital of Richmond at VCU, MCV Physicians (a practice of more than 750 physicians) and Virginia Premier Health Plan.

The university and its medical center are the largest-single employer in the Richmond area, with more than 22,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU’s total economic impact on Virginia is nearly \$6 billion, with more than \$3 billion in annual spending that supports more than 63,000 jobs.

VCU’s 17 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

A pre-proposal conference will be not be held

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 the utilization of the words "shall" or "must" indicates a mandatory requirement.

VCU has two campuses – Monroe Park and MCV with approximately 400 buildings that will be covered under a contract resulting from this procurement (see <http://www.maps.vcu.edu/> for maps of both campuses).

This contract will include residential halls as well as academic buildings.

The most commonly used locks in VCU buildings are manufactured by Russwin-Corbin and Schlage. Other lock manufacturers in VCU buildings are Best, Sargent, and other well-known manufacturers.

A. SERVICE REQUIREMENTS

The Contractor shall furnish all labor, tools, equipment, supervision and supplies necessary to provide a wide variety of commercial locksmith services in the performance of this contract to include but not limited to:

1. Non-emergency - unscheduled repairs, maintenance, and installation to include but not limited to the following:
 - a) All brands of locks and door hardware
 - b) Commercial entrance devices and hardware
 - c) Automatic Handicap closer
 - d) Electronic access control devices
2. Emergency repair/installation services as necessary, regardless of the nature of the cause, as solely determined by VCU to include but not limited to the following:
 - a) All brands of locks and door hardware
 - b) Commercial entrance devices and hardware
 - c) Automatic Handicap closer
 - d) Electronic access control devices
3. Scheduled maintenance, repairs, and installations to include but not limited to the following:
 - a) All brands of locks and door hardware
 - b) Commercial entrance devices and hardware
 - c) Automatic Handicap closer
 - d) Electronic access control devices

Firms shall provide and discuss their proposed plan to provide the services as described above.

B. GENERAL REQUIREMENTS

The Contractor shall:

1. Obtain a work order number assigned by the VCU Lock Shop prior to the start of work for all services.
2. Provide locksmith services on an hourly rate basis for productive hours at the jobsite only. VCU is not responsible for payment of hours spent in transit to and from the jobsite and/or time spent on the acquisition of materials.
3. Be responsible for all costs related to correcting any issues related to incorrect installation or repair of locks and hardware by the Contractor as described in the Statement of Needs.
4. Return all hardware removed from doors to the VCU Lock Shop with the work order ticket.
5. The Contractor shall provide all services in compliance with fire codes and be subject to inspection and approval by VCU.

Firms shall provide and discuss their proposed plan to meet the general requirements as described above.

C. CONTRACTOR REQUIREMENTS

The Contractor shall: *Provide quality control for all work completed.*

1. Comply with VCU's access control policy (see <https://ts.vcu.edu/about-us/technology-support-services/campus-card-services/building-access/>).
2. Be reachable by a mobile phone when working on VCU assignments.
3. Assign locksmiths to this contract with the following:
 - a) Availability for up to 8-hour shifts within a specified day (7:30 am to 5:00 pm Monday _ Friday).
 - b) Availability for emergency call on a 24-hour basis. Response time for emergency service requests shall be within one (2) hours from receipt of call from VCU.
 - c) Minimum of ten (10) years of experience in the field. Experience shall include but not limited to maintenance, repair, and installation of all brands of locks, panic bar hardware, door closures and electrical locking devices.
 - d) Familiarity with all type of locks and removable cores.
 - e) Familiarity with all cabinet locks and installation.
 - f) Access to all codes applicable to locksmith services.
 - g) Familiarity with repairing panic devices.
 - h) Ability to repair electrical strike and door holders/door closers.
4. Arrange for parking in performance of this contract. VCU does not provide parking; parking information is available at <http://www.parking.vcu.edu/>. The Contractor may make

arrangements for parking passes through VCU Parking and Transportation or the VCU Campus Police.

5. The Contractor and all assigned personnel shall be licensed and comply with Chapter 638, Sections 9.1-138, 9.1-139, 9.1-143, and 9.1-104.1 of the Code of Virginia (effective October 1, 2008) relating to training, licensing, and registration of the locksmith industry and personnel operating within the Commonwealth of Virginia.

Firms shall provide and describe their proposed plan to meet the requirements listed above. Firms shall provide a full listing of locksmiths who they propose to assign to this contract along with their qualifications, licenses, and experience.

D. Personnel Requirements:

1. All employees of Contractor working on University property shall be in uniform. Contractor shall be responsible for providing uniforms. Uniforms must be VCU-Identifiable and be approved by the University Contract Administrator (or his / her designee) prior to being worn by the Contractor's staff.
2. VCU reserves the right to require the Contractor to provide evidence of compliance with the Immigration Reform And Control Act Of 1986. By submitting their proposal, 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
3. Personnel must be able to communicate effectively with Lock Shop customers to ensure assigned work is understood. Personnel assigned to VCU by the Contractor to superintend the work shall remain on-site at all times and shall be fluent in written and spoken English with the ability to effectively communicate with the individuals supervised. Conflicts will be referred to VCU's Contract Administrator for resolution.
4. Contractor(s) shall be responsible for obtaining State of Virginia criminal background checks for all employees assigned to VCU.
5. Any trainee must be accompanied by a qualified locksmith as per Section IV, G, "Experience and Qualifications" of the "Statement of Needs."
6. At a minimum, during the contract term, the contractor shall employ a level of staffing to provide the required level of performance.

Firms shall describe the plan to offer personnel who are able to meet the specifications listed above.

E. Invoice Requirements:

1. Contractor shall invoice for work completed within two (2) weeks of each job completion.
2. Contractor shall note VCU's work order number on all invoices.
3. The Contractor's invoice shall list time and material separately. Proper documentation for time, such as timesheets signed by the VCU Lockshop shall accompany the invoice. Proper documentation for material shall also accompany the invoice.
4. The Contractor shall bill the cost for materials at the actual invoiced cost charged to them by the Contractor's supplier.
5. The Contractor shall submit invoices to the VCU Lockshop for approval prior to submission to VCU accounts payable.

Firms shall provide and describe their proposed plan to provide invoices in the manner as described above with emphasis on their proposed method for billing materials.

F. VCU OBLIGATIONS

VCU will:

1. Furnish materials; however, VCU's may ask the Contractor to furnish materials for special projects which should be billed to VCU based either on the manufacturer's suggested industrial price list, less a discount percentage or at the Contractor's actual cost as documented by a copy of the invoice paid by the Contractor.
2. Provide a Contract Administrator who will act as the main contact point with the Contractor for all issues related to this contract.
3. Allow a one-hour minimum labor charge for each occurrence of an emergency call.
4. Maintain and control all keying records and property created by the Contractor(s) during the performance of work connected to this contract. The records and materials shall not be removed from the VCU Campus.

G. Experience and Qualifications of Firm:

Firm shall provide:

1. List of three references for whom similar services were provided, preferably of public institutions of higher education or a similar-sized organization.
2. Provide a list of institutions of higher education with which the firm has a signed term contract.
3. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at <http://procurement.vcu.edu/our-services/university-purchasing/vascupp/>.

H. Other related goods/services:

Describe other products and/or services provided by your firm that may be utilized by VCU.

Explain how the fee schedule would be established for these products/services during the contract

term (or submit the fee schedule) and your firm's ability to provide most favored nations pricing. Also, explain how VCU would be notified of newly introduced products/services.

I. Sustainability:

Provide information to demonstrate the overall environmental impact of your proposed approach. Include information on your recommendations to reduce the environmental impact and create efficiencies.

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 Offerors may occur. If so, these Offerors 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) One original hard copy (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 Virginia Department of Small Business & Supplied Diversity (DSBSD) 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. Hourly rate requirements shall be in accordance with the “Standard Rate” or the “Overtime Rate”. 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 foods/ services to provide/ perform the time and material services
- viii. Office expenses
- ix. Report preparation
- x. Printing/copying

Note VCU reserves the right to negotiate price. Firm shall provide pricing for the following:

Scheduled Services

Service Work Type	Regular Hours Rate (7:30 am – 5:00 pm Monday – Friday)	Overtime Hours Rate (5:00 pm – 7:30 am Monday – Friday, Weekends, & Holidays)
Locksmith and Stand Alone Access Control		
Low Voltage Electrical Access Control		
Aluminum, Wood, Hollow Metal Doors		
Automatic Doors and Handicap Operators		

Non - Scheduled Services

Service Work Type	Regular Hours Rate (7:30 am – 5:00 pm Monday – Friday)	Overtime Hours Rate (5:00 pm – 7:30 am Monday – Friday, Weekends, & Holidays)
Locksmith and Stand Alone Access Control		
Low Voltage Electrical Access Control		
Aluminum, Wood, Hollow Metal Doors		
Automatic Doors and Handicap Operators		

Emergency Services

Service Work Type	Regular Hours Rate (7:30 am – 5:00 pm Monday – Friday)	Overtime Hours Rate (5:00 pm – 7:30 am Monday – Friday, Weekends, & Holidays)
Locksmith and Stand Alone Access Control		
Low Voltage Electrical Access Control		
Aluminum, Wood, Hollow Metal Doors		
Automatic Doors and Handicap Operators		

Keys = \$ _____/key

(Firm shall list any minimum quantities or quantity thresholds for discounts)

Equipment Discount Percentage _____%

Other pricing for services firm has to offer (firm to list pricing rate and describe services)

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, it will be assumed that Offeror can service 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 SWaM (Small-, Women-, and Minority-owned) businesses to contribute to the establishment, preservation, and strengthening of such businesses, 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 complete and submit Appendix I (see section XXV: Attachments) unless Offeror is currently a Department of Small Business and Supplier Diversity (DSBSD)-certified SWaM business. DSBSD-certified SWaM businesses must include their certification number on the coversheet of this RFP upon submission to VCU, but are not required to complete Appendix I.

If Offeror is currently a DSBSD-certified SWaM business and is awarded a contract from this RFP, Offeror agrees to maintain such certification for the life of the contract (provided Offeror remains eligible). For assistance with SWaM certification, visit the DSBSD website at <http://www.sbsd.virginia.gov/>

If the awarded firm is not DSBSD certified but can qualify for certification under DSBSD guidelines, the awarded firm is strongly encouraged to apply for certification within 60 days after award of the contract. Eligibility will be determined by the DSBSD.

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 business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by 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 with Small Businesses and Businesses Owned by Women and Minorities).** The Offeror's response must include a description of which portion(s) of the work will be subcontracted, and must include the names and addresses of potential subcontractors that are currently certified as SWaM businesses through DSBSD.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

Unless the Contractor is a DSBSD-certified SWaM business, the Contractor shall submit quarterly reports on the direct involvement of DSBSD-certified SWaM Businesses (subcontractors) 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 in Appendix I for utilization of certified SWaM businesses.

The Contractor shall provide this information quarterly to: swamreporting@vcu.edu

Failure to submit the required information shall be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information may result in invoice payments being withheld until such time as the required information is provided, at VCU's discretion.

X. ADDENDA

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

- 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 Offeror. 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 its 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.

Section XII shall apply to all documents submitted by Offeror/Contractor throughout the duration of any negotiations, contracts, renewals, and extensions resulting from this solicitation.

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 Offeror to ensure 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: July 30, 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 Offeror 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 Offeror's presentation team.

XVII. BEST AND FINAL OFFERS (BAFO):

At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror (s). The Offeror(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

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	20%
SWaM Status/Utilization*	20%

**Offeror's status as a Virginia DSBSD-certified SWaM Business, or Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in 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 (ten) 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 <https://vascupp.org/hem.pdf>.

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. To the extent any provision of Contractor's Proposal, Quote, Statement of Work, Addenda, or other related documents is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void.

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, 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 who performs work relative to this RFP.

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, and 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 receipt of 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 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 are 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.(a) 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 contract 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 contract 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.)
5. Cyber Security Liability - \$5,000,000 (applicable only to Information Technology contracts)

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 REGISTRATION AND FEES: Awarded Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this solicitation/contract. 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 the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information.

Z. FERPA: The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this contract 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 Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this contract 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 contract, required by law, or authorized in writing by the University.

AA. LIMITATION OF LIABILITY: (1) The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price. (2) Contractor shall be liable for the actual damages caused by the negligence of itself, its officers, employees and agents in connection with this contract or any goods, services, actions, or omissions relating to this contract.

BB. 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.

CC. FORCE MAJEURE: Neither party will 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.

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 the funds are appropriated, or otherwise made available or which funds may hereafter be appropriated for the purpose of this contract.

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. No extension shall be granted for Offerors who fail to request to view the applicable public records within the ten (10) day period immediately following the award or the announcement of the decision to award, whichever comes first.

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 an Offeror 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 contract, 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 contract.

HH. **REALSOURCE:** This solicitation and resulting contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.

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, Contractor 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. **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.
- D. **TERMINATION OF CONTRACT:** VCU may terminate this contract if Contractor materially breaches this contract and such breach is not cured within thirty (30) days after written notice to Contractor.

- 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 Offeror 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 contract 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. VCU will not assume any responsibility for receiving these shipments. Contractor shall check with VCU and make necessary arrangements for security and storage space in the building during installation.
- I. **PROMPT PAYMENT DISCOUNTS:** Virginia Commonwealth University will pay within 30 days after receipt and acceptance of an invoice. Offerors are encouraged to offer a prompt payment discount, in which Offeror provides a discount off the invoice total in exchange for VCU paying the invoice in fewer than 30 days. Offeror should describe such an offer at the bottom of their pricing proposal, indicating both A) the discount percentage offered and B) the net number of days in which payment would need to be made in order to achieve the discount. Such an offer, if present, shall be factored in to the evaluation of Offeror's proposal.
- J. **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.

- K. **EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- L. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to VCU that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- M. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- N. **INSPECTION OF JOB SITE:** Offeror's signature on its proposal constitutes certification that it has inspected the job site and is aware of the conditions under which the work must be accomplished. Claims, resulting from Offeror's failure to inspect the job site, will not be considered by the Commonwealth.
- O. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- P. **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.
- Q. **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.
- 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. **PERFORMANCE AND PAYMENT BONDS:** The successful Offeror shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office to or at the time of award.

If the Commonwealth elects to exercise the option to renew the contract, the Contractor shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount for the renewal period, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office.

- T. **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.
- U. **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.
- V. **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.
- W. **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.
- X. **RENEWAL OF CONTRACT**: This contract may be renewed by the Commonwealth upon mutual written contract 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 Other 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.
- Y. **SECURITY LICENSE**: In accordance with § 9-183.3 of the *Code of Virginia* (1950), the Offeror shall be licensed by the Department of Criminal Justice Services for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting a proposal. The Offeror shall place their license number in the space provided below:

Private Security Services Business License Number: _____

For assistance, Offerors may contact the Department of Criminal Justice Services at (804) 786-0460.

- Z. **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.
- AA. **USE OF RECYCLED MATERIALS**: Notwithstanding the prohibition against used, damaged or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the

product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. Please provide the following information in this regard:

1. Do any of the goods offered contain recycled materials? ___Yes ___No
2. If so, please qualify the recycled material content: _____

BB. 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.

CC. 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.

DD. 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

EE. 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 VCU determines that the estimated price is not fair and reasonable, VCU has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, VCU 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.

FF. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, minorities, and 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.

GG. 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 contracts 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 contract 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 Contractor'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 contract, VASCUPP is not bound to use the contract and any use of the contract is strictly optional.

If the VASCUPP institutions choose to access the contract and the Contractor agrees to such access, the terms and conditions of the contract 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 contract. 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 contract.

HH. GRAMM-LEACH-BLILEY ACT:

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

- II. CRIMINAL BACKGROUND INVESTIGATION:** If Contractor employees and agents will be on the VCU campus, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the Code of Virginia, § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors and institutional resources.

JJ. IDENTIFICATION CARDS:

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

- KK. SECTION 508 COMPLIANCE:** All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

- LL. NONVISUAL ACCESS TO TECHNOLOGY:** All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:

- (a) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (b) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (c) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (d) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used

for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

XXIV. FEDERAL TERMS AND CONDITIONS

- A. For any purchase resulting from this RFP which is funded by a U.S. Government grant or contract, the following provisions found in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) shall be incorporated and made a part of the purchase contract between the parties.
1. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).
 2. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by 29 CFR part 5.
 3. Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 29 CFR part 3).
 4. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.
 5. For non-profit organizations and small business, patent rights will be governed by 37 CFR part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Contracts."
 6. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387.), as amended.
 7. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
 8. When applicable, this Order is subject to Debarment and Suspension (E.O.s 12549 and 12689) as provided in 2 CFR part 180.
 9. The BYRD Anti-Lobbying Amendment (31 U. S. C. 1352): awards of \$100,000.00 or more will file the required certification.

XXV. ATTACHMENTS:

See below.

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 percent 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 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest 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 currently Virginia Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors, or as suppliers. VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

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

Commitment for utilization of DSBSD SWaM Businesses:

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

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

Name Printed: _____

Email: _____

Phone: _____

Firm: _____

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

Acknowledged:

By (Signature): _____

Name Printed: _____

Title: _____

Email: _____

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) in order 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, PO Box 3985 Scranton, PA 18505, 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 VCU RealSource vendor portal; and Contractor agrees to comply, to the extent commercially reasonable, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

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

Payment:

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, but the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the method selected below.

**Payment
Methods**

- 1. Electronically through a Wells Fargo Visa commercial card:** Payment is processed thirty (30) days after receipt of a proper invoice for the amount due, or thirty (30) 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.

Questions regarding this method of payment should be sent to

commcard@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the Contractor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount 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: _____

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
Locksmith Services
#8588933CH2**

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:

The Flying Locksmiths

Date: 12/14/19

1726 Altamont Ave, Suite 1

By (Signature In Ink): 

Richmond, VA Zip Code 23230

Name Typed: David Millure

E-Mail Address: david.millure@flyinglocksmiths.com

Title: President

Telephone: (804) 313-8455

Fax Number: () N/A

Toll free, if available

Toll free, if available

DUNS NO.: 08-097-4379

FEI/FIN NO.: 82-0898597

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#: 809559

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
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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

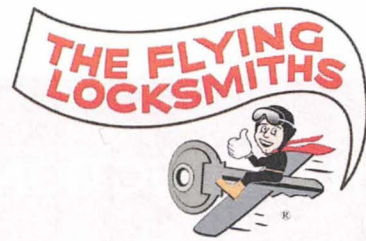
Affix this Form as the FIRST PAGE of your proposal.

INWENT...
...
...

[Handwritten signature]

1

...



VIRGINIA COMMONWEALTH UNIVERSITY
DEC 16, 2019



We can help you with

Access Control, Surveillance Cameras,
Intercoms, Locksmithing & Any Type of Door

richmond@flyinglocksmiths.com

Project #RFP8588933CH2



VCU PROCUREMENT SERVICES

912 W. Grace Street

Richmond, VA

B- INTRODUCTION

WHO ARE THE FLYING LOCKSMITHS?

The Flying Locksmiths is a 3rd generation family owned business. Started in 1946 in Boston by a World War II veteran and pilot. TFL has created an unrivaled national service delivery platform. We are the only commercial locksmiths with a national footprint with 95 franchised locations and counting. We only focus on businesses and understand the urgency of their needs. We are committed and work hard to ensure a prompt, courteous, and an exceptional customer service experience.

The mission of The Flying Locksmiths is to be the #1 national locksmith service company to all organizations, large and small. We strive to enhance the customer experience by leveraging our deep knowledge base, a broad nationwide network of locksmiths and their knowledge, constantly evolving into new technologies, utilizing technology to ensure quick and accurate service, as well as electronic billing and practicing our core values of honesty, integrity, courtesy, and fairness in everything we do.

WE ARE PHYSICAL SECURITY SPECIALISTS

The Flying Locksmiths-Central Virginia, owned and operated by David Millure, opened in May of 2017, and if awarded will be the VCU Locksmith Services contract holder. We are SWAM and Micro Certified, 809559 and are located at 1726 Altamont Ave, Suite 1, Richmond, VA 23230. We welcome other VASCUPP participation of this contract. Our work will be completed by Flying Locksmith Licensed Technicians. If needed, we can rely on our other nearby locations to partner for larger, time sensitive installations and projects. These locations will be able to cover other zones and offer these same services to VASCUPP participants, The Flying Locksmiths-Fairfax, and The Flying Locksmiths-Hampton Roads.

IF IT'S ON THE DOOR, WE HANDLE IT

Virginia businesses and government facilities rely on The Flying Locksmiths security solutions to protect their commercial assets. We work with a wide range of industries, including commercial businesses, hotels restaurants, banks, retail stores, hospitals, government entities, and beyond. As full-service physical security specialists, we will secure your facilities based on your specific needs.

Commercial Locksmith and Business Security Services:

- General locksmith services-lock installation, repair, rekeying, master keys
- Access control security system installation, maintenance, and repair
- Intercom installation, maintenance, and repair
- Video camera surveillance system installation, maintenance, and repair
- Door/Frame replacement, installation and repair
- ADA Compliant Automatic Openers
- Automatic sliding door installation, maintenance, and repair
- AAADM inspection and certification.



C- FIRM QUALIFICATIONS

WHY CHOOSE THE FLYING LOCKSMITHS?

The Flying Locksmiths has been installing confidence since 1946. The primary reason to choose TFL is twofold: a nationwide locksmith company that brings deep resources and capability channeled through the local Richmond franchise. And a committed partner, not contractor, to help VCU achieve and sustain the necessary physical security for its facilities—providing parents, students, patients, and employees with a sense of wellbeing.

PHYSICAL SECURITY SPECIALISTS

The locksmith industry has drastically changed and TFL is the catalyst for that change. By offering more than just standard locksmith services, putting an emphasis on unparalleled customer service and identifying, vetting, and installing the latest high-tech products, TFL has created an unrivaled national service delivery platform. Our Technicians are certified on many products and we constantly offer training to stay on top of emerging products. We define ourselves as Physical Security Specialists because while we are extremely competent when it comes to rekeying your locks or installing door hardware, our teams will also implement full card access systems, with security cameras and complete a thorough security assessment of your home or buildings security, by adjusting door closures, exit devices and ensuring handicap operators are in compliance.

IF IT'S ON THE DOOR, WE HANDLE IT

We can utilize our nationwide network of 250 locksmiths and growing. Combine their years of experience and talent with the resources of our manufacturer/distributor partners and there is a good chance we have a solution for most situations.

New installation of access control, master keying, CCTV installation, door hardware installation for ALX Community (shared workspace), multiple sites.

Installation of ADA handicap door operators for Bozzuto Management-The Wellington

Installation of multiple lever sets and locks; implementation of multi-level master key system; installation of high security locks for Physicians Transport Service

Automatic Door openers For Eastern Shore Community College

Automatic Sliding door repairs for various Walmarts

AAADM inspection for various Walmarts

Rekeying project for Carmax remodel

Installation of 76 non-ligature continuous hinges and 155 non-ligature leversets for a Psychiatric hospital.

Installation of 49 surveillance cameras at a Best Western

D. STAFF QUALIFICATIONS

Eric Dolan – Has been with TFL- Richmond since 2017. Twenty years in access control and locksmithing services. MEDECO certified. Master Key System Expert. DCJS RE-1028386 for Electronic Security Sales, Electronic Security Technician and Locksmith.

Richard Estrada – Has been with TFL- Richmond since 2017. Ten years in access control and locksmithing services. Medeco certified. Master Key System Expert. DCJS RE-0120138 for Electronic Security Technician and Locksmith.

Robert Deleon—Master Locksmith with over 30 years of experience in locksmithing and door hardware installation and repair.

George Pizarro—Lead locksmith Technician with over 15 years of locksmith experience. AAADM certified for automatic doors and operators, CCTV technician, access control technician.

Eddie Lawhorn- With TFL since July of 2016 is a DCJS Certified Locksmith and Electronic Security Sales and Technician, 99-058867 with 34 years of experience including 29 years as the Manager of Technical Services at CBN/ Regent University where he designed, installed and maintained the access control systems, campus surveillance camera systems and locksmith services. Eddie can do it all and can literally fix anything and is very good with any type of door work.

Fred Castillo- Former US Navy, has been with TFL since November of 2019 as a DCJS Certified Locksmith and Electronic Security Sales and Technician, 99-430866 with 4 years of experience. Fred's skills center on Locksmith services, and doors. He is an AAADM Certified Technician, is certified in Openpath Access Control and is in the process of adding more certifications to his toolbelt.

E- REFERENCES

1-Fort Lee (Through J&J Worldwide Services)

Various locksmith/door services

500 Lee Ave, Bldg 5228, Fort Lee Va. 23801,

Valerie Weems, valerie.weems@deca.mil, 804-765-2254 (o) 540-602-9695 (m)

2- LSS Life Safety Services

Large door repair job at CHKD Hospital

Adam Taylor, ataylor@lifesafetyservices.com

LSS- (o) 1-888-675-4519 (m) 1-502-645-6753

3- Long and Foster Property Management

High volume of re-keys

5516 Falmouth St #101, Richmond, VA 23230.

Amy Vaughan, (o) 804-740-4385, Amy.Vaughan@LongandFoster.com

4- St. James's Episcopal Church

Master Key System

1205 W. Franklin St., Richmond, VA, 23220

Gene Roland, groland@doers.org (o) 804-651-5469

F. WORK PLAN

1-General

A-SERVICE,

B- GENERAL &

C- CONTRACTOR REQUIREMENTS



The Flying Locksmiths (TFL) enhances customer scheduling interaction through a combination of a client service center, with trained and dedicated customer service specialists. These specialists have access to local TFL franchise schedules and can quickly set in motion a service ticket. In addition, each franchise can schedule technician service tickets locally. This combination ensures customers receive timely scheduling of service for their needs. Client Services handles the bulk of the scheduling and dispatching for our DCJS licensed technicians. For this, we use a proprietary, web-based scheduling software called Flight Control. Flight Control is the hub of our business. Technicians use Flight Control to see their schedule, update work statuses, upload job photos/videos. This software will also generate job receipts in real time. Flight Control is also used to track parts orders per job, create estimates, and generate invoices. Flight Control has numerous reporting capabilities to assist with managing our customers and business. Each job performed by a TFL Technician, is placed in Flight Control, so it is properly reported, and Client Services can perform their job and relay information to customers.

For each service appointment request, scheduled maintenance, non-emergency or emergency, the process used is consistent and available 24 hours a day, 7 days a week. Our Technicians regular hours are 8:00 am-5:00 pm, Monday through Friday. After hours or emergency service requests will be responded to within two

hours.

Step 1- Request for service

The requestor can call 804-313-8455 provide the work order number, service location, scope of work and POC information.

Email service@flyinglocksmiths.com,

Text/call 1-800-649-5397,

Live chat from our website, www.flyinglocksmiths.com

Step 2- The appointment is added to the Flight Control calendar and added to the assigned Technicians schedule who is alerted by a notification sent to their company owned mobile phone and the Flight Control app.

Step 3- If desired, the requestor will receive a text notification when the Technician is en route to the service location.

Step 4- Arrival at the service location

The Technician(s) checks into the appointment on Flight Control and updates the job status, ie, en route, working, parts run, completed. Each status is time stamped

Check in with the requestor or designated POC.

Complete items on service request and done so in compliance with fire and life safety codes and allowing for inspection and approval by VCU.

Take pictures before during and after. Take videos of the completed work to show it's functioning properly.

Return all hardware and/or parts replaced to the VCU Lock shop referencing the work order number.

Complete sign off form with requestor/POC.

Check out of the appointment on Flight Control and which updates the job status to completed, parts needed, need estimate, in progress or incomplete.

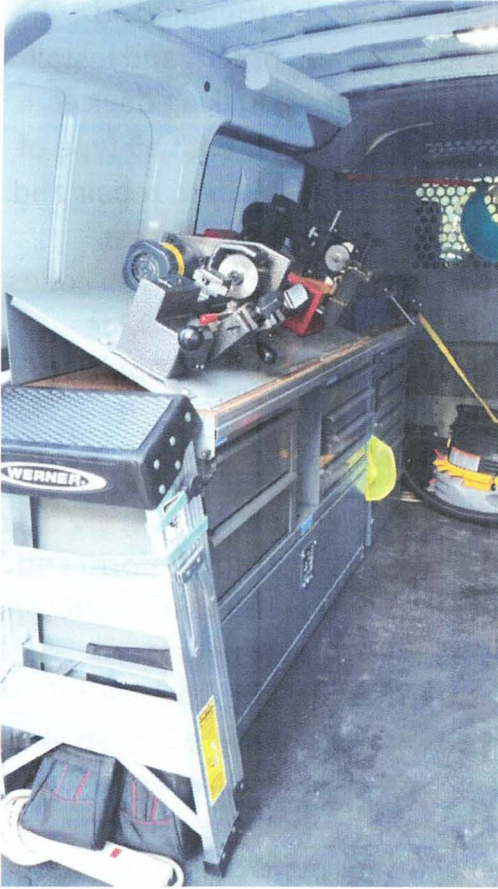
Upload pictures, videos, sign off sheet, parts orders (if applicable) and notes into Flight Control.

Step 5- Invoice the customer referencing the work order number within 1

business day from completion of work. The work will be billed hourly at the negotiated rates for services provided while at the service location with an agreed upon one-hour minimum for emergency or after hours work orders. TFL acknowledges, VCU is only responsible for productive hours while at the service location, and VCU is not responsible for time spent traveling to and from the service location or on the acquisition of parts.



Our late model, wrapped, GPS tracked mobile service vans are shops on wheels. Each van is fully stocked with common parts, a key cutting machine, a key duplicating machine, necessary tools necessary to perform our work. Each van is leased and required to be replaced every 4 years to prevent downtime and maintain the proper image.



Each service van is equipped with a Lab .003 Pin Kit, which will be used to rekey 90% of the locking hardware found on day to day service calls. There are other kits, for special applications, but they are far more uncommon.



Our DCJS licensed, uniformed and badged Technicians have the training and experience to meet and exceed VCU expectations to maintain, repair, and install all brands of locks, panic bar hardware, door closures, electrical locking devices and various types of access control systems. They have familiarity with all type of locks and removable cores, cabinet locks and installation, the ability to repair and replace panic devices, door holders/door closers, electric strikes and access control devices components and devices. Our technicians have access to all codes applicable to locksmith services, life and safety regulations and a nationwide network of locksmiths and manufacturer support. Our Technicians will abide by VCU's Building Access Control policy managed by Campus Card Services. If available, we will obtain VCU parking passes for our company service vans and park in designated and approved areas/lots/parking spaces.

D- PERSONNEL REQUIREMENTS- TFL agrees to abide by Immigration Reform and Control Act Of 1986 and never employ illegal aliens. We also agree to allow VCU to verify our compliance of such act or other employee records it deems necessary. Our Lead Locksmith who serves in a supervisory, trainer, mentor role for all apprentices is and will always be fluent in speaking and writing English. If an apprentice is assigned to a work order at VCU, the apprentice will always be under the direct supervision of the Lead Locksmith. As a prerequisite to hiring, our locksmiths have successfully completed criminal background checks as part of the DCJS registration process.



E- INVOICING- Estimates and invoices are generated and delivered through Flight Control. Once the job status has been updated to completed TFL will generate a detailed invoice for services the next business day. Each invoice will include the

date of service, Work Order Number, Job Number and an itemized line by line description of services and parts. If provided by TFL, parts will be billed to VCU at the price sold to TFL by its distributor. Included with TFL's invoice are detailed sign in/out sheets, before and after picture and videos of the work performed and the distributors invoice for ordered parts. VCU must supply a tax-exempt certificate so as not to be billed and responsible for sales and use tax. Before submitting the invoice by email to the VCU accounting department, an estimate will be sent to the VCU Lock Shop for approval. Once approved by the VCU Lock Shop, the estimate will be converted to an invoice and emailed to the VCU Accounting Department.

F- VCU OBLIGATIONS- TFL understands VCU will assign a contracts administrator as a main point of contact for all issues related to this contract. TFL acknowledges VCU will supply materials/parts but at times ask TFL to supply for special projects, which will be billed to VCU based either on the manufacturer's suggested industrial price list, less a discount percentage or at the Contractor's actual cost as documented by a copy of the distributors invoice. TFL acknowledges VCU allows a one-hour minimum labor charge for each occurrence of an emergency call. TFL acknowledges VCU will maintain and control all keying records and property created by TFL during the performance of work connected to this contract. The records and materials shall not be removed from the VCU Campus except for high security Medeco keyways if applicable. For additional security, Medeco requires each key cut is held on file at Medeco. There are varying levels of security, there are even keys that can only be cut at the factory.

G- EXPERIENCE AND QUALIFICATION OF FIRM

1. 1-Fort Lee (Through J&J Worldwide Services)

Various locksmith/door services

500 Lee Ave, Bldg 5228. Fort Lee Va. 23801,

Valerie Weems, valerie.weems@deca.mil, 804-765-2254 (o) 540-602-9695 (m)

2- LSS Life Safety Services

Large door repair job at CHKD Hospital

Adam Taylor, ataylor@lifesafetyservices.com

LSS- (o) 1-888-675-4519 (m) 1-502-645-6753

3- Long and Foster Property Management

High volume of re-keys

5516 Falmouth St #101, Richmond, VA 23230.

Amy Vaughan, (o) 804-740-4385, Amy.Vaughan@LongandFoster.com

4- St. James's Episcopal Church

Master Key System

1205 W. Franklin St., Richmond, VA, 23220

Gene Roland, groland@doers.org (o) 804-651-5469

2. At this time, we have not signed a term contract with an institution of higher education.

3. Unfortunately, at this time we have not provided services to VASCUPP Member Institutions. Hopefully this contract will change that.

H. Other related goods/services:

TFL also installs, repairs and maintains surveillance camera systems, intercom systems and has AAADM Certified Technicians to inspect, repair, maintain and replace automatic sliding doors. TFL also offers services to replace whole door and frames, hollow metal doors and aluminum storefront doors. TFL has unique capabilities beyond that normally found with locksmith businesses. In addition to traditional lock and door hardware installation, repair, rekeying, etc., TFL has the ability and experience to install/repair CCTV camera systems, install access control systems—which may cut down on total key change needs, obtain and install electronic key cabinets, which assist in tracking keys. ADA handicap door operator repair or installation is also provided by certified technicians. This

expanded capability allows VCU, through one partner, the ability to obtain short term traditional locksmith needs as well as strategic overall security enhancement into the future.

SUSTAINABILITY- TFL can reduce its impact on the environment when servicing VCU because we are located a few short miles from campus. We will bring one service van when at all possible having Technicians ride together if more than one technician is needed for the job. We also plan to combine as many non-emergency and scheduled maintenance work orders as feasible to reduce our number of trips. This is contingent upon the requestor's expectations of service. TFL will look to recycle, repurpose or re-use all excess materials produced through our work at VCU.

2- Deliverables

TFL will complete agreed upon service in a timely and efficient manner. It is anticipated that there will be short and longer term service requirements that VCU will have. Short term deliverables will be traditional completion of service tickets and then evidence of that completion via sign-off sheets and photos of the completed work. For longer term security needs, TFL's project administrator will meet with VCU's counterpart and lay out a proposed timeline and work plan. TFL's administrator will provide a copy of that timeline and workplan to VCU and then schedule service to accomplish the workplan. As each milestone within the workplan is completed, the consolidated photos and signoff will be provided to VCU.

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

Upon award of the contract, TFL will:

Day 1- Contact contract administrator to set up an initial call and/or meeting.

Day 1- Introductory call to the VCU Lockshop to set up an initial meeting introduce TFL program administrator—providing single POC for VCU to discuss needs and address any issues that may arise.

Day 2- Provide a W-9, COI and Workers Comp certificate to the contract administrator.

Week 1- Complete any required VCU orientation programs.

Week 1- Obtain VCU parking permits

Work Orders- Responded to and scheduled for the Technician the same day.

Generally are serviced the next day.

Emergency calls are responded to within 2 hours.

Scheduled maintenance calendars will be developed with the input and guidance of the VCU Lockshop Management.

Combining or stacking multiple service calls can save VCU money by reducing Service Charge fees. The decision to stack multiple work orders on one service call is at the discretion of the VCU Lockshop Management.

Schedule periodic meetings with VCU POC to discuss ongoing work efforts and projected upcoming work. This highlights the importance TFL views its partnership with VCU and will ensure efficient delivery of VCU needs. These meetings will also provide an opportunity to discuss/plan strategic and longer-range needs and how they can best be met.

4- Outcomes and Performance Measurement –

TFL will endeavor to meet or exceed VCU's lock and security needs. In general, performance measures would include responsiveness to VCU in terms of scheduling service, invoicing requirements, recommendations, and timely completion of service (within agreed upon SLA). TFL, as part of its routine job processes, includes filling out a job sheet that includes a signoff from the customer as to satisfactory completion of the work and a digital photo of the completed work. These are then included in any invoicing for verification of the work being invoiced.

In addition, when warranty work is required, measurements of responsiveness and completion of the warranty work within one visit.

It would be appropriate for these measures to be discussed at the regularly scheduled meetings between VCU's POC and TFL's project administrator.

If the impact is to be acknowledged as a premier service company by exceeding

VCU's expectations and providing a flawless service experience, then we need to understand the following outcomes:

Qualitative and quantitative outcomes

A- Complaints

B- Incidents

C- Warranty callbacks

D- Responsiveness- communications, scheduling, invoicing and reporting

E- Customer Reviews

F- Customer feedback on signoff sheets

Reporting

Quarterly meeting with VCU Lock Shop and contract administrator

Annual summary of measurables through polls and surveys

5- Overall Risk

Awarding a contract to TFL reduces various risks to VCU including:

Identification risk—all TFL technicians arrive in company uniforms via a highly visible company service van. All TFL technicians are W-2 employees who have passed a State of Virginia background check and employer drug screening and I-9 verification. Each technician carries a company issued cellphone and as such is always reachable. Each technician is fluent in written and spoken English language.

Skill risk--technicians are vetted for skill capability before hiring and most come with many years of service. A significant advantage to awarding to TFL is the project, though managed locally, can scale in resource and skill to a national basis. TFL franchises have access to skilled technicians from the 90 franchises throughout the country as well as a deep corporate resource base. For the Richmond, VA area alone, the local franchise can call upon technicians from the Fairfax, VA franchise and the Virginia Beach franchise for manpower and experience broadening.

Attitude risk—TFL reduces an often-overlooked risk: that of attitude toward the job itself. TFL prides itself on a corporate culture of extraordinary customer

service, professionalism, and can-do spirit that is underscored through regular customer monitoring by corporate executives. Each TFL franchise is operated by experienced business professionals who adhere to the corporate culture expectations.

As a mobile based business, managing risk for TFL Service Vans is an important step. If the weather is inclement, we will make the decision to stop providing regular service and charge a premium for any customers who need service during inclement weather conditions. There is far too much risk involved, having locksmith technicians operate a vehicle in these conditions and could ultimately lead to costly insurance claims or workman compensation claims. We also suggest the drivers of TFL Service Vans back into parking spots as most accidents occur while backing out of a parking spot. Finally, our technicians secure any heavy loads or small tools in the TFL Service van. TFL Service vans carry a multitude of heavy machinery and parts that should always be secured, before departing to or from a job site.

REPORTING INCIDENTS All TFL employees will call 911 immediately if there is an imminent threat of harm, injury or danger. In the event of an incident the Technician(s) will immediately notify his office, and his POC at the service location.

6. Other

TFL stands behind our work. We provide a 60 (sixty) day service warranty from the date of installation. Modifications, removal or tampering with the installed hardware after the installation date will void the service warranty. The service warranty is conditioned upon prompt and complete payment of all invoices. All parts carry a 1 (one) year warranty.

7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment-

Not applicable, we are Micro and SWAM Certified.

8. Exceptions- TFL acknowledges VCU will maintain and control all keying records and property created by TFL during the performance of work connected to this contract. The records and materials shall not be removed from the VCU Campus

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except for high security Medeco keyways if applicable. For additional security, Medeco requires each key cut is held on file at Medeco. They and the registered locksmith (in writing by the customer) are the only entities possessing this information. There are varying levels of security, there are even keys that can only be cut at the factory

G- PRICING

Scheduled Services

Service Work Type	Regular Hours Rate (7:30 am – 5:00 pm Monday – Friday)	Overtime Hours Rate (5:00 pm – 7:30 am Monday – Friday, Weekends, & Holidays)
Locksmith and Stand-Alone Access Control	\$85 Service call, \$85 Hourly rate	\$150 Service call, \$150 hourly rate
Low Voltage Electrical Access Control	\$85 Service call, \$85 Hourly rate	\$150 Service call, \$150 hourly rate
Aluminum, Wood, Hollow Metal Doors	\$85 Service call, \$85 Hourly rate	\$150 Service call, \$150 hourly rate
Automatic Doors and Handicap Operators	\$85 Service call, \$85 Hourly rate	\$150 Service call, \$150 hourly rate

Non - Scheduled Services

Service Work Type	Regular Hours Rate (7:30 am – 5:00 pm Monday – Friday)	Overtime Hours Rate (5:00 pm – 7:30 am Monday – Friday, Weekends, & Holidays)
Locksmith and Stand-Alone Access Control	\$85 Service call, \$85 Hourly rate	\$150 Service call, \$150 hourly rate
Low Voltage Electrical Access Control	\$85 Service call, \$85 Hourly rate	\$150 Service call, \$150 hourly rate
Aluminum, Wood, Hollow Metal Doors	\$85 Service call, \$85 Hourly rate	\$150 Service call, \$150 hourly rate
Automatic Doors and Handicap Operators	\$85 Service call, \$85 Hourly rate	\$150 Service call, \$150 hourly rate

Emergency Services

Service Work Type	Regular Hours Rate (7:30 am – 5:00 pm Monday – Friday)	Overtime Hours Rate (5:00 pm – 7:30 am Monday – Friday, Weekends, & Holidays)
Locksmith and Stand-Alone Access Control	\$150 Service call, \$150 hourly rate	\$150 Service call, \$150 hourly rate
Low Voltage Electrical Access Control	\$150 Service call, \$150 hourly rate	\$150 Service call, \$150 hourly rate
Aluminum, Wood, Hollow Metal Doors	\$150 Service call, \$150 hourly rate	\$150 Service call, \$150 hourly rate
Automatic Doors and Handicap Operators	\$150 Service call, \$150 hourly rate	\$150 Service call, \$150 hourly rate

Keys = \$2.95 /key

Equipment Discount Percentage is 20% off list price

From the VASCUPP Zone Map TFL is willing to service the following zones:

Zone 6 Virginia Commonwealth University (Richmond)

Zone 5 College of William and Mary (Williamsburg) Old Dominion University (Norfolk)

Zone 1 George Mason University (Fairfax)

Contingent on adequate staffing resources, we may choose to add:

Zone 3 University of Virginia (Charlottesville)

Zone 4 University of Mary Washington (Fredericksburg)

Zone 7 Longwood University (Farmville)

