



# Procurement Services

## CONTRACT RENEWAL

**DATE:** 4-18-2024  
**CONTRACT TITLE:** Debris Removal & Portable Toilets  
**CONTRACT NO:** C0001306  
**LEGACY CONTRACT NO:** 137853755TH  
**NEW START DATE:** 6-15-2024  
**NEW END DATE:** 6-14-2025  
**RENEWAL NUMBER:** 3 of 4  
**CONTRACTOR:** S.B. Cox, Inc.

### PRICING:

Select one of the options below.

- ☐ Pricing remains the same as the previous contract period.  
☒ Attached is the revised pricing in accordance with the contract terms. \* New Labor Rates  
- see attached

### PAYMENT METHOD:

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

- ☐ Virtual Card (Net 20) [Preferred Method]  
☐ ACH - Paymode-X Premium (Net 20)  
☐ ACH - Paymode-X Basic (Net 35) and Early Payment Discount (EPD)  
☒ Paper Check (Net 30). If selecting this option, we encourage you to offer an EPD.  
☐ Other \_\_\_\_\_

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

### EARLY PAYMENT DISCOUNT (EPD):

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

- ☐ 2.0% Net 15 / Net 30  
☐ 1.5% Net 20 / Net 30  
☐ 0.5% Net 25 / Net 30  
☒ Other: Ø

**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 msmosley@vcu.edu or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of **137853755TH** shall remain unchanged and in full force and effect.

**RESPONSE:**

**S.B. Cox, Inc.**

Name of Firm

Signature

Nathan J. Crawford

Name Printed

DIVISION MANAGER

Title

4/30/2024

Date

**RFP 137853755 APPENDIX IV - Price Schedule**

**Lot 1 - Debris Removal Services**

<b>Labor</b>	<b>Regular Time</b>	<b>Overtime</b>	
Foreman	76.75	105	New
Worker	33.85	42.9	New
<b>Equipment</b>	<b>Regular Time</b>	<b>Overtime</b>	
Backhoe	135	150	
Trackhoe	220	240	
Front End Loader	195	215	
Track Loader	195	215	
40 CY Capacity Tractor Trailer	400	450	
15 Cubic Yard Dump Truck	350	375	
Roll Off Dumpster 40 CY	425	475	New

**Lot 2 - Portable Toilet Rentals**

Pricing for portable toilets to include sewage removal services as necessary at minimum once per week					
	<b>Quantity</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	
Standard Unit	1-10	\$ 35.00	\$ 50.00	\$ 110.00	New
Standard Unit	Over 10	\$ 30.00	\$ 45.00	\$ 105.00	New
Unit with hand sanitizer	1-10	\$ 40.00	\$ 55.00	\$ 120.00	New
Unit with hand sanitizer	Over 10	\$ 35.00	\$ 50.00	\$ 115.00	New
Unit with sink, soap and paper towels	1-10	\$ 60.00	\$ 75.00	\$ 130.00	New
Unit with sink, soap and paper towels	Over 10	\$ 55.00	\$ 70.00	\$ 125.00	New
ADA Compliant units	Per unit	\$ 100.00	\$ 115.00	\$ 160.00	New
Stand alone handwashing stations	Per unit	\$ 50.00	\$ 65.00	\$ 125.00	New
Portable showers (for emergencies)	Per unit	N/A	N/A	N/A	

**Lot 3 - Construction Waste/Debris Removal**

	<b>Cost</b>	
Cost of each Dumpster per month	\$ 50.00	
Cost per haul (if applicable)	\$ 400.00	New
Cost per ton (if applicable)	N/A	



# VCU

## Procurement Services

### CONTRACT RENEWAL

**DATE:** 6/12/2023  
**CONTRACT TITLE:** Debris Removal & Portable Toilets  
**CONTRACT NO:** C0001306  
**LEGACY CONTRACT NO:** 137853755TH  
**NEW START DATE:** 6/15/2023  
**NEW END DATE:** 6/14/2024  
**RENEWAL NUMBER:** 2 of 4  
**CONTRACTOR:** S.B. Cox, Inc.

### PRICING:

Select one of the options below.

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

### PAYMENT METHOD:

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

- ☐ Virtual Card (Net 20) [Preferred Method]
- ☐ ACH - Paymode-X Premium (Net 20)
- ☐ ACH - Paymode-X Basic (Net 35) **and** Early Payment Discount (EPD)
- ☒ Paper Check (Net 30). ~~If selecting this option, we encourage you to offer an EPD.~~ **No EPD.**
- ☐ Other \_\_\_\_\_

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

**EARLY PAYMENT DISCOUNT (EPD):** N/A S.B. Cox does not offer this. -jmr

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

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



**CERTIFICATE OF INSURANCE:**



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

All other terms and conditions of **137853755TH** shall remain unchanged and in full force and effect.

**RESPONSE:**

**S.B. Cox, Inc.**

Name of Firm

*NJC*

Signature

*Nathan J. Crawford*

Name Printed

*DIVISION MANAGER*

Title

*6/13/2023*

Date

**RFP 137853755 APPENDIX IV - Price Schedule**

**Lot 1 - Debris Removal Services**

<b>Labor</b>	<b>Regular Time</b>	<b>Overtime</b>	
Foreman	76.75	105	New
Worker	33.85	42.9	New
<b>Equipment</b>	<b>Regular Time</b>	<b>Overtime</b>	
Backhoe	135	150	
Trackhoe	220	240	
Front End Loader	195	215	
Track Loader	195	215	
40 CY Capacity Tractor Trailer	400	450	
15 Cubic Yard Dump Truck	350	375	
Roll Off Dumpster 40 CY	425	475	New

**Lot 2 - Portable Toilet Rentals**

Pricing for portable toilets to include sewage removal services as necessary at minimum once per week					
	<b>Quantity</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	
Standard Unit	1-10	\$ 35.00	\$ 50.00	\$ 110.00	New
Standard Unit	Over 10	\$ 30.00	\$ 45.00	\$ 105.00	New
Unit with hand sanitizer	1-10	\$ 40.00	\$ 55.00	\$ 120.00	New
Unit with hand sanitizer	Over 10	\$ 35.00	\$ 50.00	\$ 115.00	New
Unit with sink, soap and paper towels	1-10	\$ 60.00	\$ 75.00	\$ 130.00	New
Unit with sink, soap and paper towels	Over 10	\$ 55.00	\$ 70.00	\$ 125.00	New
ADA Compliant units	Per unit	\$ 100.00	\$ 115.00	\$ 160.00	New
Stand alone handwashing stations	Per unit	\$ 50.00	\$ 65.00	\$ 125.00	New
Portable showers (for emergencies)	Per unit	N/A	N/A	N/A	

**Lot 3 - Construction Waste/Debris Removal**

	<b>Cost</b>	
Cost of each Dumpster per month	\$ 50.00	
Cost per haul (if applicable)	\$ 400.00	New
Cost per ton (if applicable)	N/A	



# VCU

## Procurement Services

May 16, 2022

Nathan Crawford  
S.B. Cox, Inc.  
901 Potomac Street  
Richmond, VA 23231

RE: Contract #: 137853755TH  
Renewal No.: One of Four available

Mr. Ronayne,

Your firm's contract with Virginia Commonwealth University (VCU) for **Debris Removal and Portable Toilets** expires on **6/14/2022**. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 137853755TH.

Services shall be provided for renewal period: 6/15/2022 through 6/14/2023.

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

### **OPTIONAL USE CONTRACT:**

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

☒ Pricing remains the same as the previous contract period.

☒ Attached is the revised pricing in accordance with the contract terms. *Price increase attached*

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

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

Sincerely,  
Teresa L. Hall, VCA, VCO, CUPO, VCCO  
Category Manager  
A/E, Facilities, Construction

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

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

Contract #: 137853755TH Debris Removal and Portable Toilets

**RESPONSE:**

S B Cox Inc

Name of Firm

Stacy Laine

Signature

Stacy Laine

Name Printed

A/R Manager

Title

5/16/22

Date



**VCU**

Procurement Services

**Commonwealth of Virginia  
Standard Contract**

Contract Number: 137853755TH

This optional use contract entered into on June 15, 2021 by S.B. Cox, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, hereinafter called the "Purchasing Agency".

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

PERIOD OF THE PERFORMANCE: From June 15, 2021 through June 14, 2022 with four (4) successive one (1) year renewal options, to be exercised upon written agreement of both parties.

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

The contract documents shall consist of:

- (1) This signed form
- (2) Contract Appendix A
- (3) Addendum No. 1 dated March, 17, 2021
- (4) The RFP 137853755TH dated March 10, 2021
- (5) The contractors Proposal dated March 16, 2021

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

- (1) This signed form
- (2) Contract Appendix A
- (3) Addendum No. 1 dated March, 17, 2021
- (4) The RFP 137853755TH dated March 10, 2021
- (5) The contractors Proposal dated March 16, 2021

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



**VCU**

Procurement Services

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

**Contractor: S.B. Cox, Inc.**

By: Nathan J. Crawford

Date: 6/15/2021

Name Printed: Nathan J. Crawford

Title: DIVISION MANAGER

**Purchasing Agency: Virginia Commonwealth University**

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

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

Name Printed: John McHugh

Title: Director of VCU Procurement

**CONTRACT APPENDIX A**  
**NEGOTIATED CLARIFICATIONS, MODIFICATIONS, AND ADDITIONS TO CONTRACT**

**VCU and S.B. Cox, Inc. agree as follows:**

- 1. S. B. Cox will be able to provide the information needed for the reporting requirements for FEMA in the event of an emergency which are as follows:**

**PROPERTY / LOCATION**

- SCOPE OF WORK
- WORK ORDER / PHASE / SHOP
- DATE OF PURCHASE
- CATEGORY

**VENDOR INFORMATION**

- VENDOR NAME / ADDRESS
- COPY OF PO AND/OR QUOTE
- COPY OF INVOICE
- CHECK DATE & NUMBER
- TESTING SERVICES RESULTS
- JUSTIFICATION OF PURCHASE / LOCATION  
DELIVERED/USED

**VEHICLE**

- MAKE / MODEL
- DEPARTMENT
- DAMAGES
- LOCATION
- MILAGE
- OPERATOR (EMPLOYEE NAME)
- DATE OF OPERATION
- HOURS IN OPERATION
- PLEA AGREEMENTS

- 2. In the event of an emergency, S.B. Cox has the capacity or will do their best to provide VCU with manpower, commercial vehicles, heavy equipment, roll-off containers and portable toilets.**



**VCU**

Procurement Services

**RFP-Addendum**

DATE: 3/17/2021

ADDENDUM NUMBER ONE (1), TO ALL OFFERORS

Reference-Request for Proposal: RFP# 137853755TH

Commodity/Title: Debris Removal and Portable Toilets

Issue Date: 3/10/2021

Proposal Due: 3/24/2021 at 10:00 A.M.

Pre-Proposal Conference: N/A

The addendum includes the questions and answers that have been sent via email.

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

Very truly yours,  
Teresa Hall  
804.828.3409

---

Name of Firm

---

Signature/Title

---

Date





# VCU

Procurement Services

## Questions and Answers from Email

Question 1. How many portable toilets will be needed at one time?

Answer 1. Parking and Transportation currently has 2 portable toilets that are serviced, however in the event of an emergency or special event, VCU may request portable toilets to be delivered depending on the size of the emergency or special event and VCU's needs at that time.

Question 2. How many handicap toilets will be needed?

Answer 2. Parking and Transportation does not require any handicap toilets, however in the event of an emergency or special event, VCU may request handicap toilets to be delivered depending on the size of the emergency or special event and VCU's needs at that time.

Question 3. How many sinks will be needed?

Answer 3. Parking and Transportation does not require any sinks, however in the event of an emergency or special event, VCU may request sinks to be delivered depending on the size of the emergency or special event and VCU's needs at that time.

Question 4. How many portable showers will be needed?

Answer 4. Parking and Transportation does not require any portable showers, however in the event of an emergency or special event, VCU may request portable showers to be delivered depending on the size of the emergency and special event and VCU's needs at that time.

Question 5. On your price schedule you ask for a daily, weekly and monthly price. Will toilets be rented out as such or are you looking for a break down?

Answer 5. Parking and Transportation currently has two (2) full time portable toilets that are cleaned two (2) times per week. For these toilets we would want monthly pricing. VCU does require the other pricing to be provided in the case of an emergency or special event at VCU where additional portable toilets, sinks, or showers are required, VCU needs to know the pricing.

Question 6. How many days to deliver once the contract is awarded?

Answer 6. We would need the toilets the day the contract is awarded to become effective. We are aiming to have a new contract in place by 5/1/2021.



# VCU

## Procurement Services

Question 7. Do you have a historic bid tabulation?

Answer 7. I do not have a bid tab for this as it was an RFP and not an IFB. There are many other factors than just price. The awarded price for the old contract can be found in eVA under the solicitation number 6258848JH, notice of award.

Question 8. How many calendar days do we have to set units after we get a call from VCU?

Answer 8. The response time is listed on page 5 of the RFP document.

Question 9. Do I respond back to you with the RFP from EVA once it's complete?

Answer 9. No. In the RFP there is an email address where you should send the proposals to. It is a VCU email specifically for proposal submission.

### **End of questions and answers.**

Note: Additional questions will be received until 5:00 P.M. on 3/18/2021. All questions need to be emailed directly to me at [tlhall2@vcu.edu](mailto:tlhall2@vcu.edu). Do not contact any of the other VCU Representatives on the Conference Register. They will not be able to answer your questions directly.



# VCU Procurement Services

## Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
#137853755TH

**Issue Date:** 3/10/2021  
**Title:** Debris Removal Services & Portable Toilet Rentals

**Issuing and Using Agency:** Virginia Commonwealth University (VCU)

**Direct Inquiries to:** Teresa Hall, Senior Buyer  
Tlhall2@vcu.edu

**Proposal Due Date (Firm):** 3/24/2021  
10:00 AM

**Electronic Proposal Delivery:** eproposals@vcu.edu  
*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>





## Table of Contents

<b>I.</b>	<b>PURPOSE.....</b>	<b>4</b>
<b>II.</b>	<b>THE UNIVERSITY .....</b>	<b>4</b>
<b>III.</b>	<b>STATEMENT OF NEEDS .....</b>	<b>5</b>
<b>IV.</b>	<b>THE REQUEST FOR PROPOSALS PROCESS – GENERAL .....</b>	<b>7</b>
<b>V.</b>	<b>PREPARATION OF WRITTEN PROPOSALS – GENERAL .....</b>	<b>8</b>
<b>VI.</b>	<b>SUBMISSION OF PROPOSALS.....</b>	<b>8</b>
<b>VII.</b>	<b>PROPOSAL RESPONSE FORMAT .....</b>	<b>9</b>
<b>VIII.</b>	<b>PROCUREMENT SCHEDULE.....</b>	<b>11</b>
<b>IX.</b>	<b>SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWAM). 11</b>	
<b>X.</b>	<b>ADDENDA .....</b>	<b>12</b>
<b>XI.</b>	<b>PROPOSAL ACCEPTANCE PERIOD .....</b>	<b>12</b>
<b>XII.</b>	<b>CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION .....</b>	<b>12</b>
<b>XIII.</b>	<b>LATE PROPOSALS .....</b>	<b>13</b>
<b>XIV.</b>	<b>QUESTIONS AND EXPLANATIONS TO OFFERORS.....</b>	<b>13</b>
<b>XV.</b>	<b>COMMUNICATIONS WITH VCU DURING THE RFP PROCESS .....</b>	<b>13</b>
<b>XVI.</b>	<b>ORAL PRESENTATIONS .....</b>	<b>13</b>
<b>XVII.</b>	<b>BEST AND FINAL OFFERS (BAFO) .....</b>	<b>13</b>
<b>XVIII.</b>	<b>QUALIFICATIONS OF OFFERORS .....</b>	<b>13</b>
<b>XIX.</b>	<b>CANCELLATION OF SOLICITATION .....</b>	<b>14</b>
<b>XX.</b>	<b>EVALUATION CRITERIA.....</b>	<b>14</b>
<b>XXI.</b>	<b>AWARD OF CONTRACT .....</b>	<b>14</b>
<b>XXII.</b>	<b>GENERAL TERMS AND CONDITIONS.....</b>	<b>14</b>
<b>XXIII.</b>	<b>SPECIAL TERMS AND CONDITIONS .....</b>	<b>22</b>
<b>XXIV.</b>	<b>ATTACHMENTS.....</b>	<b>27</b>

## **I. PURPOSE**

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals for one or more qualified sources for debris removal services (Lot 1) and portable toilet rentals (Lot 2) and construction waste/debris removal (Lot 3) for Virginia Commonwealth University (the lead issuing institution and hereafter referred to as “the University” or “VCU”), an agency of the Commonwealth of Virginia.
- B. Term: The initial contract term shall be one year(s), with the option of up to four (4) one-year renewals, to be exercised upon mutual signed agreement by authorized representatives of both parties.
- C. **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.

- D. **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. 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.

#### **A. General Requirements for Lots 1, 2, and 3**

The Contractor shall

1. Furnish all necessary labor, vehicles, equipment, tools, supplies, materials, and supervision to provide the specified services for Lot 1, Lot 2 and Lot 3. The total cost offered for service should incorporate all of these elements.

*Note: Offerors may submit proposals for Lot 1, Lot 2, or Lot 3 or any combination of the Lots.*

2. Submit all invoices for completed projects within thirty days of project completion along with the work request ticket signed by the VCU project manager.
3. Coordinate the submission of invoices with the VCU Contract Administrator to ensure prompt payment.

***Firm should provide detailed information regarding its proposed invoicing method in response to items "2." And "3." listed above.***

4. Commence operation within four (4) hours of notification by the VCU contact.

***Firm should discuss its proposed response time if different from the item above.***

5. Submit a report to the individual VCU project manager each week during project service to show, at minimum, the services provided during the report week. These reports shall be in compliance with Federal Emergency Management Agency (FEMA) requirements.

***Firm should describe its proposed reporting methods if different from the item above.***

6. Perform all services during normal business hours except for emergency service, which would take place after normal hours, on weekends and holidays, unless mutually agreed upon between Contractor and VCU prior to service

#### **B. Personnel Requirements for Lots 1, 2, and 3**

1. All personnel assigned to perform contract service shall wear uniforms that clearly identify the Contractor's company name, the employee name and shall wear a badge issued by VCU. (See Section XXIV. Special Terms and Conditions for details.)
2. The Contractor shall provide a local, full-time supervisor to be responsible for the supervision of its personnel performing contract work and to act as the main contact with the VCU project manager. VCU may request onsite supervision for major projects.
3. The Contractor shall provide main contact information- name, email, and phone# - for at least one person that the VCU Contract Administrator or a project manager can reach twenty-four hours a day, seven days a week.
4. The Contractor shall perform background checks for all its employees who will be performing contract services. (See Section XXIV. Special Terms and Conditions for details.)

***Firm should describe its proposed uniform policy, discuss its supervision of employees performing contract services, list the main contact with VCU, and acknowledge that it will perform background checks as specified.***

C. Debris Removal Service Requirements (Lot 1)

1. The Contractor shall provide debris removal services for all locations assigned by VCU to include pick-up of the debris, loading onto the Contractor's vehicle, hauling from the location, and disposal at a location of the Contractor's selection. The Contractor shall dispose of all debris in approved dumpsites consistent with federal, state and local regulations, and shall be responsible for all landfill disposal fees.
2. The Contractor shall conduct all work so as not to interfere with the disaster response and recovery activities of the federal, state and local government personnel working in the assigned area.
3. The Contractor shall perform all work in a professional, workmanlike manner in accordance with local, state and OSHA standards for the industry.
4. The Contractor shall be responsible for securing the work area and providing warning signs for pedestrian safety and traffic control as required. All work area signage and traffic control devices should conform to the current Virginia Work Area Protection Manual.
5. The Contractor should be able to provide up to four (4) forty cubic yard capacity tractor trailers or ten (10) dump trucks, with the capacity of 15 cubic yards each.
6. The Contractor shall provide appropriate loading equipment as needed.
7. The Contractor shall ensure that the assigned work area is left clear of debris and clean, as reasonably and practically under the conditions of the specific project as determined by VCU.
8. The Contractor should take care to minimize any additional damage to trees, shrubs, landscaping, hardscaping, and general property in the assigned work area.

*Note: Some of the work areas will be residential.*

***Firm should describe its proposed debris removal services with details of its methods to secure the work area for pedestrians, the equipment it presently has available to perform the contract services, and its proposed method to dispose of debris.***

D. Portable Toilet and Sink Rental Requirements (Lot2)

1. The Contractor should be capable of providing up to 200 portable toilets at any one time; these should be in groups of 20 unless otherwise specified by the VCU project manager.
2. The Contractor should provide portable toilets with the following specifications:
  - a) Dimensions: 46" wide by 48" deep by 91" high; door height of 78" by 25" wide
  - b) Chemical Toilet bowl
  - c) Deodorizer to neutralize odors
  - d) Hand Sanitizer
3. The Contractor should be able to provide portable toilets with the optional features and other items listed below upon request by VCU:
  - a) Toilets with Hand Towels
  - b) Toilets with Mirrors
  - c) Toilets with sinks



- d) Stand alone handwashing stations
  - e) Portable Showers (for emergencies)
  - f) ADA Compliant Toilets
4. The Contractor shall clean each portable toilet at least once per week, more often as necessary.

***Firm should list its proposed portable toilet to include the manufacturer and model that best match the specifications listed above. Firm should describe its proposed cleaning methods and schedule for the portable toilets at the work site, and the schedule for emptying the portable toilets at the work site.***

E. Routine Construction Waste/Debris Removal Service Requirements (Lot 3)

1. The Contractor shall provide, at minimum, two (2) construction and demolition 30 yard roll-off containers to be located at the following location:  
VCU Physical Plant Storage Facility  
1070 Oliver Hill Way  
Richmond, VA 23298
2. The Contractor shall empty the containers within 24 hours upon request by the VCU Contract Administrator or designee.
3. The Contractor shall recycle the following materials deposited in the provided containers as applicable:
  - a) Brick and cinder blocks
  - b) Carpet
  - c) Ceiling tiles secured in plastic bags
  - d) Drywall (new and old) with no lead paint
  - e) Electrical Conduit
  - f) Light fixtures without bulbs and ballasts
  - g) Metal doors without asbestos and the door frames
  - h) Plastic buckets (empty)
  - j) Wooden Doors
  - k) Wood Pallets
  - l) Wood studs (all sizes)
4. Dispose of the following materials that will also be placed in the provided containers:
  - a) Wood tree limbs
  - b) Brush
  - c) Damages wooden furniture
5. The Contractor may be requested by the VCU Contract Administrator to provide additional twenty yard low sided roll off containers for the disposal of debris from large landscaping projects (e.g., pruning, de-limbing, etc.) and additional thirty yard open top dumpsters for surplus, damaged dormitory furniture.
6. The Contractor shall provide the VCU Contract Administrator with a monthly report listing the weight of collected waste for each day of pick-up and location.

***Firm should describe its proposed capability of recycling and disposing of the listed materials. Firm should list the manufacturer/model for the containers it is proposing to provide for the listed services. Firm should discuss its reporting methods to meet the requirements listed above.***

#### IV. 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. **Electronic Delivery Required:** As noted on the solicitation cover sheet, proposals must be electronically delivered to a specific email address prior to a FIRM deadline. Physical 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. **Final Contract:** Once a final selection decision has been made, VCU will work with the chosen Offeror to finalize the terms and conditions of the contract.
- F. Each of the above steps is described below in detail. It is incumbent upon all Offerors to read the entire solicitation to understand the entire solicitation process.

**V. 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) Fully Completed Appendix III – Exceptions if there are any
    - e) Fully Completed Appendix IV – Price Schedule
    - f) All forms must be executed by an official representative of the Offeror.
  - 2. **Electronic Copy of the Entire Proposal**
    - a) One electronic copy (via email) of the entire proposal including all attachments and proprietary information.
    - b) One electronic copy (via email) of the proposal with proprietary information redacted if applicable

**VI. SUBMISSION OF PROPOSALS**

- A. Electronic proposals 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. Physical and facsimile submissions shall not be accepted in lieu of an electronic-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 the timestamp associated when emails were received at eproposals@vcu.edu.
- D. The RFP number must be noted in the subject line of the email, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear in the body of the email. 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 NOT be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the email.

## **VII. 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 & Supplier Diversity (DSBSD) certified small business, it must submit and complete Appendix I (see Section X and Appendix I below). DSBSD certified small businesses must include their certification number on the cover sheet of this RFP but are not required to complete Appendix I.
8. While VCU may negotiate some terms and conditions, Offerors must recognize that VCU is a public agency and must abide by the legal requirements applicable to such public agencies. Most terms and conditions in the RFP cannot be negotiated. See Appendix III for additional information.

G. Price Proposal

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

Please complete Pricing on Appendix IV – Price Schedule.

VASCUPP Zone Map: Please refer to the link below to review the VASCUPP Zone Map. Below your pricing proposal, please identify by the 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>

#### **VIII. PROCUREMENT SCHEDULE**

Below is a brief schedule for this solicitation, specifying the critical dates and milestones (subject to change).

<b>Event/Milestone</b>	<b>Date/Date Range</b>
Issue Date of RFP	3/10/2021
Proposal Due Date	3/24/2021
Negotiations/BAFO	4/15/2021-4/16/2021
Anticipated Contract Award	4/19/2021

#### **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](mailto: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:

- A. Clearly denote on the cover page of the proposal that it contains proprietary information.
- B. 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.
- C. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

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

PLEASE NOTE: Offeror may not request that it's entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire

Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

Section XIII 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 date and time used in the receipt of responses is the timestamp associated when emails were received at [eproposals@vcu.edu](mailto:eproposals@vcu.edu). 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: 3/18/2021.

**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.

Qualifications and Experience	25%
Methodology/Approach	25%
Pricing Schedule	25%
SWaM Status/Utilization*	15%
Acceptance of all the terms, conditions, and specifications of this RFP**	10%

*\*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).*

*\*\*Offeror's failure to accept all the terms, conditions, and specifications of this RFP may result in lower overall scoring. See Appendix III for more information.*

**XXI. AWARD OF CONTRACT**

- A. Selection shall be made of one 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) includes 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.

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 regulations 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.

X. 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:

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

The specified Vendor Transaction Fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and 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.

- Y. 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.
- Z. 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.
- 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, pandemics, government orders, 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 General Assembly appropriates funds, or other applicable funding sources provide funds, for the purpose of this contract.

- FF. 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.
- GG. 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](http://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.

ContractorName:\_\_\_\_\_

SubcontractorName:\_\_\_\_\_

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.
- 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. 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.
- N. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- O. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- P. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the proposal as nonresponsive.
- Q. 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.
- R. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.

- S. 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.
- T. 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.
- U. 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.

If the Commonwealth elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- V. 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.
- W. 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.
- X. 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.
- Y. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material contract, the Contractor shall furnish VCU 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 and subcontractor 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.

Z. 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 ensure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.

AA. 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.

BB. 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.

CC. 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.

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

**XXIV. ATTACHMENTS**

*Appendix I – SwaM Participation Form*

*Appendix II – Invoicing and Payment*

*Appendix III – Exceptions*

*Appendix IV – Price Schedule*

## APPENDIX I

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

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

#### **Definitions**

- **Small business** is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business 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:
  - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
  - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
  - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
  - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
  - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these

persons claim to be a part.

- **Service Disabled Veterans:** Veterans who are small business owners can obtain Service Disabled Veteran-owned “status” in the SWaM vendor database. This is not a separate certification; it is a designation of those businesses that are owned by Service Disabled Veterans who are certified as such by the Virginia Department of Veteran Services. Veterans wishing to apply for service disabled veteran status must first seek eligibility certification from the Department of Veteran Services by calling (804) 786-0286 or visiting the DVS website at [www.virginiaforveterans.com](http://www.virginiaforveterans.com) . Veterans can apply for small, women-owned or minority-owned certification with the Department of Small Business and Supplier Diversity before or after obtaining an eligibility certificate from DVS. Both services are available at no charge.
- **Disadvantaged Business Enterprise:** The Disadvantaged Business Enterprise (DBE) certification program is a Federal program. The purpose is to increase the participation of certified DBEs in projects funded by the US Department of Transportation and other federal sectors. Projects typically include heavy construction, such as building and designing roads, bridges, railroads, ports, and airports. The Program is governed by the U.S. Federal Regulations in 49 CFR Parts 26 and 23.
- **The Virginia Unified Certification Program** includes two certifying agencies:
  - The Department of Small Business and Supplier Diversity (DSBSD)
  - The Metropolitan Washington Airports Authority (MWAA)

There is no need to submit an application to both agencies. Federal DBE certification by either agency is fully accepted throughout Virginia.

If you plan to participate in the procurement process with one of the Commonwealth of Virginia’s state agencies that does not receive federal transportation funds, you need to apply for SWaM certification, not DBE certification. To apply for SWaM certification, please [click here](#).

- **Employment services organization (ESO):** is an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.
- **8a** is a SBA federal certification. If a firm provides documentation that they are certified as such they can participate in the SWaM program without any additional paperwork.
- **EDWOSB**-stands for economically disadvantaged woman owned small business. This too is a federal certification that is verified by WBENC. Again no additional paperwork is required other than the WBENC certification document.

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.*

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**Commitment for utilization of DSBSD SWaM Businesses:**

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

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

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Acknowledged:

By *(Signature)*: \_\_\_\_\_

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

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) 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](mailto: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](mailto:commcard@vcu.edu).

**2. Paper Check**

**Contractor must indicate the method of payment selected:**

\_\_\_\_\_ Commercial Card Payment (Wells Fargo VISA)

\_\_\_\_\_ Paper Check

**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: \_\_\_\_\_

## EXCEPTIONS

Unless specific exceptions are made within the firm's proposal, VCU will assume that the Offeror accepts all the terms, conditions, and specifications of this RFP. In the event that VCU enters into negotiations with an Offeror, VCU may decide only to negotiate those items included as exceptions listed in Appendix III. If during negotiations the Offeror raises issues that were not included in the Offeror's Appendix III submittal, then VCU may in its sole discretion terminate the negotiations.

[illegible]

**VIRGINIA COMMONWEALTH UNIVERSITY**  
**REQUEST FOR PROPOSALS (RFP)**  
**Debris Removal Services & Portable Toilet Rentals#137853755TH**

**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 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 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:

S. B. Cox, Inc.

Date: 3/16/2021

901 Potomac Street P O Box 7737

By (Signature In Ink): Nathan J. Crawford

Richmond, VA Zip Code 23231

Name Typed: Nathan Crawford

E-Mail Address: n.crawford@sbcoxdemolition.com

Title: Division Manager

Telephone: ( 804 ) 222 3500

Fax Number: ( 804 ) 222 7837

**Toll-free, if available**

**Toll-free, if available**

DUNS NO.: 023899321

FEI/FIN NO.: 54-0737268

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

MINORITY-OWNED BUSINESS: ( ) YES ( ) NO WOMEN-OWNED: ( ) YES ( ) NO  
REGISTERED WITH eVA: (X) YES ( ) NO SMALL BUSINESS: (X) YES ( ) NO  
VIRGINIA DSBSD CERTIFIED: ( ) YES ( ) NO VIRGINIA DSBSD CERTIFICATION#: \_\_\_\_\_

**C. PROPRIETARY OR CONFIDENTIAL INFORMATION**

<input type="checkbox"/> Check the box to the left "if" your proposal contains proprietary or confidential information. If so, <b>add an attachment sheet to this form with details.</b>	<b>See Paragraph X for more information</b>
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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.**

## **S. B. COX PROPOSAL**

**RFP#137853755TH**

### **GENERAL REQUIREMENTS FOR LOTS 1, 2 AND 3**

- S B COX sends invoices via regular mail on a net 30 basis.
- Our billing department will coordinate submission of invoices with the VCU Contract Administrator.

### **PERSONNEL REQUIREMENTS FOR LOTS 1, 2 AND 3**

- S B Cox currently requires that all field employees wear assigned uniforms with the company's name and the employee's name embroidered on them. An S B Cox manager or superintendent will be on site periodically throughout the duration of each project and will be in touch via phone as needed. The main contact for S B Cox will be Nathan Crawford. His phone number is 804 641 2895 and his email address is [n.crawford@sbcoxdemolition.com](mailto:n.crawford@sbcoxdemolition.com). Currently, S B Cox conducts DOT background checks on new employees and reviews their past and current DMV records.

#### **LOT 1**

- S B Cox has the equipment and personnel to handle large and complex debris removal projects. Traffic control is established through marking cones, barricades, signs and individuals directing traffic as needed. Typically, we remove and load debris using excavators, backhoes and skid steers. We will load the debris into demo trailers, dump trucks and roll-off containers depending upon the situation. S B Cox owns and operates both a licensed and permitted C&D landfill and recycling center in Richmond for debris disposal.

#### **LOT 2**

- S B Cox owns portable toilets manufactured by Satellite Industries. They are the Satellite Industries standard unit and meet the specified dimensions. Cleaning and emptying of the portable toilet is done by the same person at one time. The cleaner drives and operates a vacuum truck that is also equipped with a clean water supply tank. The toilet is pumped out, fresh water and chemical is added to the holding tank and the inside of the unit is sprayed down with clean water and sanitizer. The unit is then re-stocked with supplies.\*\*\*We do not provide toilets with mirrors and we do not offer portable showers\*\*\*

### **LOT 3**

- S B Cox owns and operates a construction and demolition debris recycling facility and landfill. We are able to recycle all of the items listed except brick, carpet, ceiling tiles and drywall. Tree limbs, brush, furniture and non-recyclable items would be taken to our landfill for disposal. Our roll-off containers are built by Northeast Industrial Manufacturing and are used to transport construction and demolition debris. Our recycling facility is able to provide a gross weight of the material that comes across our scales in our containers, but we are not able to give weights of different materials individually. A list of container weights and corresponding dates could be emailed to your representative on a monthly basis if requested.

- FF. 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.
- GG. 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](http://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.

ContractorName: S. B. Cox, Inc.

SubcontractorName: \_\_\_\_\_

License# 2701010568 Type: A

- 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. <u>2701010568</u>	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.
- 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.



## 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](mailto: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](mailto:commcard@vcu.edu).

**2. Paper Check**

**Contractor must indicate the method of payment selected:**

<input type="checkbox"/>	Commercial Card Payment (Wells Fargo VISA)
<input checked="" type="checkbox"/>	Paper Check

**Invoicing and Payment Method Acknowledgement:**

Signature:

Name Printed:

Title:

Name of Firm:

Date:

Nathan J. Crawford  
Nathan Crawford  
Division Manager  
S. B. Cox, Inc.  
3/16/2021

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: Stacy Laine  
Title: Accounting Manager  
Mailing address: P O Box 7737-Richmond, VA 23231  
  
Email address: s.laine@sbcoxdemolition.com  
Phone number: 804 222 3500  
Fax number: 804 222 7837

## APPENDIX III

### EXCEPTIONS

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

Unless specific exceptions are made within the firm's proposal, VCU will assume that the Offeror accepts all the terms, conditions, and specifications of this RFP. In the event that VCU enters into negotiations with an Offeror, VCU may decide only to negotiate those items included as exceptions listed in Appendix III. If during negotiations the Offeror raises issues that were not included in the Offeror's Appendix III submittal, then VCU may in its sole discretion terminate the negotiations.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION
D3b	We do not have/offer portable toilets with mirrors
D3e	We do not offer portable showers
E3a,b,c,d	We do not recycle brick, carpet, ceiling tiles or drywall

**RFP 137853755 APPENDIX IV - Price Schedule****Lot 1 - Debris Removal Services**

<b>Labor</b>	<b>Regular Time</b>	<b>Overtime</b>
Foreman	60	84
Worker	28	36
<b>Equipment</b>	<b>Regular Time</b>	<b>Overtime</b>
Backhoe	135	150
Trackhoe	220	240
Front End Loader	195	215
Track Loader	195	215
40 CY Capacity Tractor Trailer	400	450
15 Cubic Yard Dump Truck	350	375
Roll Off Dumpster 40 CY	400	450

**Lot 2 - Portable Toilet Rentals**

Pricing for portable toilets to include sewage removal services as necessary at minimum once per week

	<b>Quantity</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
Standard Unit	1-10	\$ 35.00	\$ 50.00	\$ 100.00
Standard Unit	Over 10	\$ 30.00	\$ 45.00	\$ 95.00
Unit with hand sanitizer	1-10	\$ 40.00	\$ 55.00	\$ 110.00
Unit with hand sanitizer	Over 10	\$ 35.00	\$ 50.00	\$ 105.00
Unit with sink, soap and paper towels	1-10	\$ 60.00	\$ 75.00	\$ 120.00
Unit with sink, soap and paper towels	Over 10	\$ 55.00	\$ 70.00	\$ 115.00
ADA Compliant units	Per unit	\$ 100.00	\$ 115.00	\$ 150.00
Stand alone handwashing stations	Per unit	\$ 50.00	\$ 65.00	\$ 115.00
Portable showers (for emergencies)	Per unit	N/A	N/A	N/A

**Lot 3 - Construction Waste/Debris Removal**

	<b>Cost</b>
Cost of each Dumpster per month	\$ 50.00
Cost per haul (if applicable)	\$ 350.00
Cost per ton (if applicable)	N/A



**VCU**

Procurement Services

**RFP-Addendum**

DATE: 3/17/2021

ADDENDUM NUMBER ONE (1), TO ALL OFFERORS

Reference-Request for Proposal: RFP# 137853755TH

Commodity/Title: Debris Removal and Portable Toilets

Issue Date: 3/10/2021

Proposal Due: 3/24/2021 at 10:00 A.M.

Pre-Proposal Conference: N/A

The addendum includes the questions and answers that have been sent via email.

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

Very truly yours,  
Teresa Hall  
804.828.3409

SB Cox, Inc.

Name of Firm

Nathan J. Crawford / Division Manager

Signature/Title

3/30/2021

Date