

## MASTER SERVICES AGREEMENT

CONTRACT#: C0002875

This MASTER SERVICES AGREEMENT (“MSA”), effective as of the last date executed (“Effective Date”), is between Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, whose address is 912 West Grace Street, Richmond, VA 23298 (“VCU”, or “University”), and Accelerated Moving and Storage, Inc. dba Accelerated Laboratory Logistics., a corporation, with offices located at 4001 Refugee

Road, Columbus, Ohio 43232, (“Accelerated Moving and Storage, Inc. dba Accelerated Laboratory Logistics.” or “Contractor”). VCU and

Accelerated Moving and Storage, Inc. dba Accelerated Laboratory Logistics. are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, VCU issued a Request For Proposals to solicit proposals for Laboratory Relocation Services, RFP # 159791669AZ issued September 28, 2022 (the RFP); and

WHEREAS, Accelerated Moving and Storage, Inc. dba Accelerated Laboratory Logistics. submitted its proposal dated October 26, 2022 (the “Proposal”) wherein it wished to be considered, for the Laboratory Relocation Services as more fully specified therein (the “Services”); and

WHEREAS, VCU considered all proposals submitted, including the Accelerated Moving and Storage, Inc. dba Accelerated Laboratory Logistics.’s Proposal, and VCU now desires to award to Accelerated Moving and Storage, Inc. dba Accelerated Laboratory Logistics., as set forth in greater detail below; and

WHEREAS, Accelerated Moving and Storage, Inc. dba Accelerated Laboratory Logistics. desires to perform the Laboratory Relocation Services as set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTRACT DOCUMENTS.** The contract documents are integrated and shall consist of:

- A. This MSA
- B. Price Proposal, Exhibit 1
- C. RFP # 159791669AZ in its entirety (incorporated herein by reference)
- D. Contractor's proposal dated October 26, 2022 (incorporated herein by reference)

All of the foregoing, together, the “Contract”. Should a conflict arise among the foregoing documents, this MSA and all Exhibits shall control.

2. **SERVICES/GOODS.** Accelerated Moving and Storage, Inc. dba Accelerated Laboratory Logistics. shall perform Laboratory Relocation Services, identified as more fully described in this Contract.

3. **TERM and RENEWAL OF CONTRACT:** This contract shall have a two (2) year initial term (the “Initial Term”) and may be renewed by VCU upon mutual written agreement of authorized representatives of both Parties for three (3) successive one (1) year period (the “Renewal Term”) under the terms and conditions of this original Contract or as otherwise agreed in writing by the Parties at such time.

If VCU 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.

4. **FEES:** VCU shall pay Contractor fees for the Services as set forth in Exhibit 1, Price Proposal. Such fees will be provided on an applicable Quote or SOW and Services shall only commence after receipt of a Purchase Order authorizing the Services. Fees appearing to be incorrect will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Interest on past due amounts accrues at the rate permitted by Code of Virginia §§ 2.2-4347 through 2.2-4354 known as the Virginia Prompt Payment Act. For proper invoicing practices follow the link below. <https://procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/>
5. **EARLY PAYMENT DISCOUNT:** VCU shall be eligible for a 2% Net 15 early payment discount if payment is made within 15 days of receipt of proper invoice referencing the Purchase Order number, services rendered, or goods delivered, whichever is later pursuant to and in accordance with Code of Virginia §§ 2.2-4347 through 2.2-4354 known as the Virginia Prompt Payment Act. Any payment made after the early payment discount period shall be made in Net 30 days and shall not be eligible for the discount.
6. **CONTRACTOR RESPONSIBILITIES.** Laboratory Moving Services that include but is not limited to packing and unpacking of glassware, sensitive equipment custom crating, packing and transportation, furniture breakdown and installation, segregation, packing, and relocation of chemicals, and a generator trucks for the move of freezers with contents inside with the units must be monitored for the correct temperature during the relocation.
7. **GENERAL TERMS AND CONDITIONS**
  - A. **APPLICABLE LAW AND COURTS:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The Parties agree that all disputes arising under this Contract shall be brought in the state or federal courts located in Richmond, Virginia. To the extent any provision of the Contract 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. Each party shall be responsible for its own legal fees and costs unless otherwise ordered by a court of law.
  - B. **ARBITRATION:** Neither Party shall be compelled to arbitrate any matter or otherwise be subject to any form of alternative dispute resolution, but may request and/or opt to participate in alternative dispute resolution in its sole discretion.
  - C. **WAIVER OF CLAIMS:** Notwithstanding anything contained herein to the contrary, VCU is an agency of the Commonwealth of Virginia and as such, pursuant to Va. Code § 2.2-514, cannot waive or settle legal claims that VCU may have against another party nor may VCU bestow any right or obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia.
  - D. **ANTI-DISCRIMINATION:** Contractor certifies to the Commonwealth that it 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. VCU 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.

The Contractor will include the provisions of a. 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 Agreement.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Contractor certifies that it does 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. ANTITRUST: By entering into a contract, 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 this Contract.
- G. ASSIGNMENT OF CONTRACT: The Contract shall not be assignable by Contractor in whole or in part without the written consent of the University.
- H. TESTING AND INSPECTION: To the extent applicable, VCU reserves the right to conduct any testing/inspection it may deem advisable to assure goods and services conform to the specifications/Contract.
- I. TERMINATION OF CONTRACT:
  1. Either Party may terminate this Contract if the other Party materially breaches this Contract and such breach is not cured within thirty (30) days after written notice to the breaching Party.
  2. University reserves the right to term this Contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor.

3. Either Party may terminate this Contract after the initial twelve (12) months of this Contract upon sixty (60) days written notice to the other Party.

J. CHANGES TO THE CONTRACT: Changes may be made to the Contract:

1. The parties may agree to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed 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.
3. Material, substantive modifications, changes, and amendments to the Contract must be in a writing executed by authorized representatives of each party.

K. NOTICE: All notices provided hereunder in regard to default, claims, actions, or similar events shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective party at the following addresses:

For VCU:

Director, Procurement Services  
912 West Grace Street, 5<sup>th</sup> Floor  
Richmond, Virginia 23298-0327

For Accelerated Moving and Storage, Inc. dba Accelerated Laboratory Logistics:

Camille Thompson  
4001 Refugee Road  
Columbus, Ohio 43232

Any notice sent by any other means shall not be considered duly given or delivered unless the receiving party affirmatively acknowledges receipt. Notices with respect to any services and communications specifically for day-to-day servicing purposes shall be sent to the designated points of contact as specified by each Party.

- L. TAXES: Contractor acknowledges all 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 54-730076K.
- M. FAILURE TO DELIVER GOODS OR SERVICES: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have.
- N. SHIPPING: Contractor shall ship all goods FOB destination at the actual freight rate based upon the actual weight of the goods to be shipped.
- O. INSURANCE: Contractor certifies it will have the following insurance coverages, and any insurance otherwise required by applicable law, throughout the entire term of the Contract, as well as renewal

terms. 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*. Contractor further certifies all insurance coverage will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. 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.
  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. (applicable only if motor vehicle is to be used in performance of this Contract)
  5. Cyber Security Liability - \$5,000,000 (applicable as determined by the University)
- P. 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 providing services under this Contract. 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.
- Q. NONDISCRIMINATION: As applicable, federal law requires compliance with the following:
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 to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- R. FERPA: To the extent that University provides to Contractor any identifiable student information, including student address, phone number and email address, the University hereby designates Contractor as a school official with a legitimate educational interest in using such student information, and Contractor agrees to use such information only for the purpose of fulfilling its obligations under this Contract. Contractor further agrees not to disclose any such student information to any individual other than the student except as required by applicable law, rule or regulation or court or governmental order or as authorized in writing by the University or the individual student. Contractor acknowledges that this protection of student information is

necessary for the University's compliance with the Code of Virginia section 23.1-405(C) and the federal Family Educational Rights and Privacy Act (FERPA).

- S. **CONFIDENTIAL INFORMATION:** "Confidential Information" means all information of a party ("Disclosing party") disclosed or made available to the other party ("Receiving party") that (i) is clearly marked or identified as such at the time of disclosure or within a reasonable time thereafter; or (ii) should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information of VCU shall include, but not be limited to information about VCU personnel and students of VCU to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and FERPA. Contractor shall use its reasonable efforts to prevent and protect Confidential Information from unauthorized use or disclosure, with at least the same degree of care that Contractor uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. Each Party will only disclose the other Party's Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Upon the completion of the services and upon request of VCU, Contractor shall return all Confidential Information received in written format, including copies or reproductions or other media containing Confidential Information within seven (7) days of such request.
- T. **VA FOIA:** Nothing contained herein is intended to limit VCU's compliance with the Virginia Freedom of Information Act ("VFOIA"). For clarity, contracts and pricing between VCU and its vendors are not considered to be exempt from VFOIA requests.
- U. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this Agreement. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Agreement. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the Code of Virginia.
- V. **LIMITATION OF LIABILITY:** Contractor shall be liable for the direct 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.
- W. **STATUTORY DAMAGES:** VCU is not authorized to waive damages granted or otherwise available by statute.
- X. **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 §§ 8.01195.1 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. The total cumulative liability of the University, 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.

**FORCE MAJEURE:** Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided

- Y. **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 University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- Z. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the funds are appropriated, or otherwise made available, from the Virginia General Assembly or other funding source, or which funds may hereafter be provided for the purpose of this Contract.
- AA. **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 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.
- BB. **REALSOURCE REGISTRATION:** This 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.

- CC. **eVA REGISTRATION AND FEES:** 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 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 Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Contractor's failure to update or protect its account information.

DD. SWAM REPORTING: Contractor will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Contractor will submit the quarterly SWAM business reports, based upon the Contractor's proposed commitment to:

VCU SWaM Reporting

E-mail: swamreporting@vcu.edu

The quarterly SWAM business reports will contain the following information:

- a. SWAM firms' name, address and phone number with which Contractor has contracted over the specified quarterly period.
- b. Contact person at the SWAM firm who has knowledge of the specified information.
- c. Type of goods and/or services provided over the specified period of time.
- d. Total amount paid to the SWAM firm as it relates to the University's account.

#### 8. SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** Contractor shall not state in any of its advertising or product literature that the University, the Commonwealth of Virginia, or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **TRADEMARKS/LOGOS:** The University retains all rights, title and interest to its trademarks, logos and other intellectual property. Contractor shall first submit a request in writing to the VCU Division of University Relations prior to use of any VCU marks, name, or logos.
- C. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to University during the term of this Contract. Such notice shall also advise the duration of the specific sale or discount price.
- D. **EXTRA CHARGES NOT ALLOWED:** The Contract price shall reflect all fees to be incurred for the performance of the Contract, including all applicable freight and installation charges. Any additional fees that arise during the performance of the Contract shall only be paid if approved by the University prior to incurring such fees.
- E. **ADDITIONAL USERS OF CONTRACT:** It is the University's intent to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University-related foundation (Additional Users) may access this Agreement if authorized by Selected Firm.



To that end and if agreeable with the Contractor, upon written request from Additional Users the Contractor may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Contractor is not required to provide such access. A Contractor's willingness to provide this access to Additional Users, will not be a consideration in awarding this contract. Although the Additional Users have access to any resulting contract, Additional Users are not bound to use the contract and any use of the contract is strictly optional.

If the Additional Users 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 Additional Users 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 an Additional User 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 Additional User that accessed this contract.

- F. 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.
- G. 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 University with 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.
- H. CRIMINAL BACKGROUND INVESTIGATION: If Contractor employees and agents will be on the VCU campus, or have access to protected data as defined herein, 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.

- I. 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.
- J. REPRESENTATIONS AND WARRANTIES: All representations and warranties made by University are made to the best of its knowledge at the time the representation or warranty is made. University will use its best efforts to comply with all conditions and restrictions on its accounts and the services provided hereunder.

- K. SECTION 508 COMPLIANCE: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.
- L. 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.
- A. NONVISUAL ACCESS TO TECHNOLOGY: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
  3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
  4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

**9. FEDERAL TERMS AND CONDITIONS**

For Contracts funded by a U.S. Government grant or contract, the following provisions found in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) shall be incorporated and made a part of this Contract.

- A. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).

- B. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by 29 CFR part 5
- C. Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 29 CFR part 3).
- D. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.
- E. For non-profit organizations and small business, patent rights will be governed by 37 CFR part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Contracts."
- F. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387.), as amended.
- G. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- H. When applicable, this Contract is subject to Debarment and Suspension (E.O.s 12549 and 12689) as provided in 2 CFR part 180.
- I. The BYRD Anti-Lobbying Amendment (31 U. S. C. 1352): awards of \$100,000.00 or more will file the required certification.
- J. This contractor and subcontractor shall abide by the requirements of 41 CFR 601.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

**IN WITNESS WHEREOF**, the Parties have executed this Contract on the dates designated below

**VIRGINIA COMMONWEALTH UNIVERSITY**

**ACCELERATED MOVING AND STORAGE, INC. DBA  
ACCELERATED LABORATORY LOGISTICS**

DocuSigned by:  
By: John McHugh  
EE6DA7427C67468...

By: Camille Thompson

Name: John McHugh

Name: Camille Thompson

Title: Director of Procurement Service

Title: Contract Administrator

Date: 5/17/2023

Date: 05/09/2023

**Exhibit 1**

<b>VCU RFP #159791669AZ PRICE PROPOSAL</b>	
<b>Transportation</b>	<b>Daily Rate</b>
Generator Truck	\$ 280.00
24-26' Truck	\$ 216.00
Van	\$ 192.00
Fuel	varies

  

<b>Labor Costs</b>	<b>Hourly Rate</b>
Move Coordinator	\$65
Driver/Supervisor	\$65
Helper/Packer	\$45
Skilled Labor	\$55
Special Handling	\$65
Sensitive Equipment/custom crating	\$65

  

<b>Equipment</b>	<b>Daily Rate</b>
32-qt clear plastic totes	\$ 0.29
64-qt clear plastic totes	\$ 0.34
4-wheel Dollies	\$ 3.00
2-wheel dollies	\$ 5.00
Kickback dollies	\$ 5.00
Ice Chests	\$ 15.00
Coolers	\$ 15.00
Double Sided Lab Cart	\$ 10.00
Gondola	\$ 10.00
Pneumatic Roller Lift	\$ 15.00
Counter Balance Electric Lift	\$ 25.00
Hand Pallet Jack	\$ 15.00
Electric Pallet Jack	\$ 25.00
Skates (rigging)	\$ 10.00
Gantry -rigging with chain pull	\$ 150.00
Forklift	\$ 150.00
Backup Loaner 4C Unit	\$ 20.00
Backup Loaner -20 Unit	\$ 20.00
Backup Loaner -80 Unit	\$ 30.00
Backup Loaner LN Dewar	\$ 30.00

<b>Materials/Supply Items</b>	<b>Rate</b>
1.5 boxes	\$ 6.98
3.0 boxes	\$ 10.61
Dish Packs	\$ 7.00
Glass Pack	\$ 8.50
8x8 Refrigerator Cartons	\$ 3.00
10x10 Refrigerator Cartons	\$ 3.00
U.N. Boxes	\$ 10.00

Newsprint	\$ 60.00
Tapes	\$ 85.00
Labels	\$ 30.00
Anti-Static Wrap	\$ 20.00
Bubble Wrap	\$ 35.00
Shrink Wrap (pe role)	\$ 185.00
Floor Protection	\$ 14.00
PPE Gloves	\$ 20.00
PPE Lab Coats	\$ 15.00
PPE Face Masks	\$ 35.00
Spill Kit	\$ 50.00
Absorbent Pads	\$ 125.00
Dry Ice (per pound)	\$ 3.00



# VCU Procurement Services

## Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY  
**REQUEST FOR PROPOSALS (RFP)**  
**# 159791669AZ**

<b>Issue Date:</b>	September 28, 2022
<b>Title:</b>	Laboratory Relocation Services
<b>Issuing and Using Agency:</b>	Virginia Commonwealth University (VCU)
<b>Direct Inquiries to:</b>	Abigail Zarembo, Category Manager apzarembo@vcu.edu
<b>Proposal Due Date (Firm):</b>	October 28, 2022 11:00 am Standard Eastern Time
<b>Electronic Proposal Delivery:</b>	<a href="https://app.smartsheet.com/b/form/199786b13c2b4417ad05145352fd7b0c">https://app.smartsheet.com/b/form/199786b13c2b4417ad05145352fd7b0c</a> Note: <i>Do not send via US Mail or hand-deliver.</i>
<b>Access to Solicitation:</b>	This solicitation and any addenda are posted and may be accessed at any time at: <a href="http://www.eva.virginia.gov">http://www.eva.virginia.gov</a>
	

**VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
Laboratory Relocation Services  
#159791669AZ**

**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 goods and/or services described herein in accordance with the attached signed proposal and/or as mutually agreed upon in the attached Contract. 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:		Date:	
		By ( <i>Signature In Ink</i> ):	
Zip Code:		Name Typed:	
E-Mail Address:		Title:	
Telephone: ( )		Fax Number: ( )	
<b>Toll-free, if available</b>		<b>Toll-free, if available</b>	
DUNS NO.:		FEI/FIN NO.:	

**B. eVirginia (eVA) Registration Status**

REGISTERED WITH eVA:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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**C. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION**

MINORITY-OWNED BUSINESS:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	WOMEN-OWNED:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
			SMALL BUSINESS:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
VIRGINIA DSBSD CERTIFIED:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	VIRGINIA DSBSD CERTIFICATION#:		

**D. 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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**E. ACKNOWLEDGEMENT OF ADDENDA:** Acknowledge your receipt of any addenda that may have been issued under this solicitation. **See Paragraph VIII for more information**

Addendum #			Addendum #	
Addendum Date	___/___/___		Addendum Date	___/___/___
Addendum #			Addendum #	
Addendum Date	___/___/___		Addendum Date	___/___/___

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

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**I. PURPOSE**

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit proposals to enter into a contract with multiple vendors to provide Laboratory Moving Services.

Term: The initial contract term shall be two years (2), with the option of up to three (3) one (1) year renewals, to be exercised upon mutual signed agreement by authorized representatives of both parties.

- B. COOPERATIVE PROCUREMENT: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement at the Contractor's discretion. Accordingly, any public body, public or private health, or educational institution, or lead-issuing institution's affiliated foundations may participate in any resulting contract(s) if authorized by the Contractor.
- C. OPTIONAL-USE CONTRACT: The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

**II. THE UNIVERSITY**

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities nationwide with an academic medical center 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 \$360 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 and MCV Physicians (a practice of more than 750 physicians).

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, the A10 championship wins in 2021 by women's field hockey, men's tennis, women's tennis and women's track and field.

VCU advances institutional excellence through its commitment to diversity, inclusion and equity. This commitment to diversity within our students, faculty and staff, and by extension, to our service providers, suppliers and contractors, helps us to deliver excellent education, research, healthcare, and public service. An important part of our procurement program involves a commitment to doing business with small, women- and minority-owned (SWaM) businesses. To further this commitment, VCU has established a goal of 45% SWaM expenditures, which includes a 15% aspirational goal for expenditures with women- and minority-owned businesses. The most competitive suppliers will have SWaM utilization plans that support VCU's supplier diversity commitment. Details of the

University's supplier diversity goals and expectations are described more specifically in the Vice President and Vice Provost's Request for Commitment (Appendix I).

### 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**

The Contractor shall provide comprehensive laboratory moving services and should provide storage and warehousing services on an as needed basis. The Contractor should have experience providing laboratory moving and storage services preferably with some experience in the public sector arena and/or Higher Education.

#### B. **Specific Requirements**

Requirements include but are not limited to:

1. Packing and unpacking of glassware.
2. Sensitive equipment custom crating, packing and transportation.
3. Furniture breakdown and installation.
4. Segregation, packing, and relocation of chemicals.
5. Provide UN approved boxes for the relocation of the chemicals and unpack the chemicals at new lab.
6. Generator trucks for the move of freezers with contents inside.
7. The units must be monitored for the correct temperature during the relocation.

### 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. The VCU Contract is included as an attachment to this solicitation and will be the contract form.
- 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. SUBMISSION OF PROPOSALS**

- A. Electronic proposals must be received in the 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 will be rejected. The official date and time used in the receipt of responses is the timestamp associated when submissions were received by Smartsheet. See Smartsheet link on the page one coversheet.
- D. The Offeror must ensure the proposals are submitted via Smartsheet sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters, traffic, etc. VCU recommends that you consider submitting your proposal at least one day prior to the due date.**
- E. When submitting via Smartsheet, individual file sizes are limited to 30 MB. This form allows for a total 250MB in attachments per form submission. Acceptable file formats: .pdf, .docx, .pptx, .xlsx, .jpg, .png, .gif.
- F. By selecting "Send me a copy of my responses" within the Smartsheet form, you will receive a receipt. Please keep this receipt for your records. If you do not believe you received a receipt, please first check your spam folder. If you have questions regarding a receipt or, lack thereof, please direct your inquiries to the buyer listed on the page one coversheet of this RFP.
- G. Proposals may NOT be hand-delivered to the office issuing the solicitation or submitted through any other means other than Smartsheet.

**VI. PROPOSAL RESPONSE FORMAT**

A. General

Proposal responses must be written in the same order as outlined below with Offer Form on page 2 of the RFP as the cover. 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

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

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 the goods and/or 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. **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 in its proposal. The proposal 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.

- 8. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment – Describe the Offeror’s commitment to utilization of SWaM businesses and certify that it will involve SWaM businesses in the performance of any resulting contract either as part of a joint venture, partnership, subcontractor or as suppliers.

Subcontracting Plan: In the space below, please describe the planned areas of subcontractor utilization and identify which firms are certified. Please be specific about the types of goods and/or services these subcontractors will provide during the performance of a resulting contract. If currently known, please list the exact SWaM-certified subcontractors that will be utilized.

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

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

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment and will be included in a resulting contract if the Offeror’s proposal is selected.

Note: Certification is determined by the Virginia Department of Small Business & Supplier Diversity (DSBSD). For assistance with certification and definitions for certification categories, visit [DSBSD’s website](https://www.sbsd.virginia.gov/) <https://www.sbsd.virginia.gov/>.

- 9. Exceptions: Offeror must note any requested exceptions to any of the RFP requirements or any of the Contract’s terms and conditions by inserting comments or redlines into the attached template Contract. While VCU may negotiate some terms and conditions, VCU is a public agency and must abide by the legal requirements applicable to such public agencies by Virginia law. Most terms and conditions cannot be negotiated. **VCU, in its sole discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive. VCU may also determine it cannot work with an Offeror that demands excessive exceptions during Contract negotiations.**

G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price. The table below is provided as an example/template. Offerors may either utilize this price schedule or provide their pricing schedule on company’s’ letterhead in accordance with section Statement of Needs/Specifications. – Suggested Pricing Schedule.

<b>Category</b>	<b>Hourly Rate</b>
Van	\$
Truck 4-30ft	\$
Cryogenic Truck/Generator Truck	\$
Driver/ Supervisor	\$
Helper/ Packer	\$
Skilled Labor	\$
Packing/ unpacking services	\$
Special handling	\$
Sensitive equipment custom crating, packing and transportation	\$

**VII. 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	09/28/2022
Proposal Due Date	10/28/2022
Negotiations	10/28/2022 - 11/11/2022
Contract Negotiation	11/11/2022 - 12/11/2022
Anticipated Contract Award	12/12/2022

**VIII. 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.

**IX. PROPOSAL ACCEPTANCE PERIOD**

Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) 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.

**X. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION**

VCU is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (FOIA) (Code of Virginia §2.2-3700, et seq.). 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. The final Contract documents and pricing are not confidential or proprietary pursuant to FOIA.

Pursuant to the Code of Virginia §2.2-4342(F), VCU may 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 VA. Code §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 its entire proposal, pricing, 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 X shall apply to all documents submitted by Offeror/Contractor throughout the duration of any negotiations, contracts, renewals, and extensions resulting from this solicitation.

**XI. LATE PROPOSALS**

To be considered for selection, proposals must be received by the issuing office by the designated date and time. The official date and time used in the receipt of responses is the timestamp associated when emails were received by Smartsheet. See the Smartsheet link on the page one coversheet.

**Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters, traffic, etc.**

See "SUBMISSION OF PROPOSALS" section for more information.

**XII. 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: **October 12, 2022**.

**XIII. 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. Communications shall be directed to the buyer listed on the solicitation cover sheet. Communications, including 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 Offeror's proposal.

**XIV. 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 will be the primary point of contact for VCU on the Offeror's presentation team.

**XV. 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, 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.

**XVI. QUALIFICATIONS OF OFFERORS**

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

**XVII. 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.

**XVIII. EVALUATION CRITERIA**

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

Qualifications and Experience

30%



Methodology/Approach	25%
Pricing Schedule	20%
SWaM Status/Utilization*	15%
Acceptance of the Contract terms and conditions, and specifications of this RFP and MSA**	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*

*\*\*Offeror's failure to accept all the Contract terms and conditions, and specifications of this RFP and MSA may result in lower overall scoring. See Master [Services] Agreement below.*

#### **XIX. NEGOTIATION OF CONTRACT**

Once business terms are discussed, Negotiations are completed and Evaluation is complete, Contractor will work with VCU's Purchasing and Contracts teams to finalize the written contract with all appropriate business terms between the parties. The Master [Service] Agreement attached to this RFP shall form the basis for this contract. VCU may consider a scope of work document, order form, or quote providing specific information as to services or goods being delivered by Contractor. VCU is a public institution of higher education of the Commonwealth of Virginia and is therefore not authorized to revise or negotiate many terms required by Virginia law that form the Master [Service] Agreement.

#### **XX. AWARD OF CONTRACT**

- A. Selection should be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP, including price, if so stated in this RFP. Negotiations as to business terms 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.
- C. Once the contract is finalized, VCU shall award the contract to that Offeror.
- D. VCU reserves the right to make multiple awards as a result of this solicitation.
- E. Should VCU 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.
- F. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of ten (10) days.

#### **XXI. RFP GENERAL REQUIREMENTS**

- 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/sites/vascupp/files/2020-09/hem.pdf>.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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 VCU, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable VCU to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- G. 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.
- H. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.
- I. 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 the 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.
- J. POLICY OF EQUAL EMPLOYMENT: The 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.
- K. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- L. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for VCU's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

## **XXII. ATTACHMENTS**

*See below.*

APPENDIX I



Greetings.

Virginia Commonwealth University advances institutional excellence through a commitment to diversity, inclusion and equity. We're able to deliver excellent education, research, healthcare, and public service because of the high value support from you and all our suppliers of goods and services. Thank you for sharing our commitment to diversity driving excellence.

As a university, we are committed to diversity within our students, faculty and staff, and by extension, to our service providers, suppliers and contractors. An important part of our procurement program involves a commitment to doing business with small, women- and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We currently have a substantial volume of activity with small firms; however, we are striving to increase the number of substantial, long-term business relationships with minority- and women-owned businesses. We need your help here.

I have two requests. First, I ask that you actively seek out opportunities to involve small businesses, with a particular focus on women- and minority-owned businesses, as you deliver services to VCU. Our VCU Procurement Services team will assist you in identifying qualified diverse business partners. Second, please report your success in this area through our quarterly subcontracting reports – this is critical in quantifying how well we are meeting our goals.

This effort is important to the University. We truly appreciate your efforts to join us in this commitment and partnership towards a diverse and inclusive community.

Sincerely,

A handwritten signature in black ink that reads "Aashir Nasim". The signature is written in a cursive style.

Aashir Nasim, Ph.D.  
Vice president and vice provost  
Office of Institutional Equity, Effectiveness and Success

**VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
Laboratory Relocation Services  
#159791669AZ**

**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 goods and/or services described herein in accordance with the attached signed proposal and/or as mutually agreed upon in the attached Contract. 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:		Date:	10/26/2022
Accelerated Moving and Storage, Inc.		By (Signature In Ink):	<i>Camille Thompson</i>
4001 Refugee Road		Name Typed:	Camille Thompson
Columbus, Ohio	Zip Code 43232	E-Mail Address: clittle@acceleratedmoving.com	
Title:		Contract Administrator	
Telephone: (614) 836-1007	Fax Number: (614) 836-7992	Toll-free, if available	
DUNS NO.: 782059471	FEI/FIN NO.: 31-1322411		

**B. eVirginia (eVA) Registration Status**

REGISTERED WITH eVA:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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**C. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION**

MINORITY-OWNED BUSINESS:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	WOMEN-OWNED:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
VIRGINIA DSBSD CERTIFIED:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	SMALL BUSINESS:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
VIRGINIA DSBSD CERTIFICATION#:					

**D. PROPRIETARY OR CONFIDENTIAL INFORMATION**

<input type="checkbox"/>	Check the box to the left if your proposal contains proprietary or confidential information. If so, add an attachment sheet to this form with details.	See Paragraph X for more information
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**E. ACKNOWLEDGEMENT OF ADDENDA:** Acknowledge your receipt of any addenda that may have been issued under this solicitation. See Paragraph VIII for more information

Addendum #	1	Addendum #	
Addendum Date	10/17/2022	Addendum Date	___/___/___
Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___

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



# VCU Procurement Services

## RFP - Addendum

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DATE: 10/17/2022

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 159791669AZ

Commodity/Title: Laboratory Relocation Services

Issue Date: September 28, 2022

Proposal Due: October 28, 2022

The above is hereby changed to read:

Please upload all proposals to new SmartSheet link

<https://app.smartsheet.com/b/form/199786b13c2b4417ad05145352fd7b0c>

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour 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,  
Abigail Zaremba

Phone: (804) 828-1072

Accelerated Moving and Storage, Inc. \_\_\_\_\_  
Name of Firm

*Camille Thompson* \_\_\_\_\_ Contract Administrator  
Signature/Title

10/26/2022 \_\_\_\_\_  
Date

Reference Page 1, Proposal Due Date:



# COMPREHENSIVE PROPOSAL

for



## REQUEST FOR PROPOSALS (RFP) Laboratory Relocation Services # 159791669AZ

**PREPARED FOR:**

**Abigail P. Zarembo, CUPO Category Manager  
VCU Procurement Services Vendor Selection Committee**

**SUBMITTED BY:**

**ACCELERATED LABORATORY LOGISTICS (ALL)**

**Todd Wilson  
Camille Thompson**





To: Abigail Zaremba

From: Todd Wilson

Re: VCU RFP #159791669AZ

Date: October 26, 2022

I would like to thank you for inviting Accelerated Laboratory Logistics (ALL) to participate in the RFP for Laboratory Relocation Services for Virginia Commonwealth University (VCU).

Laboratory relocation services requires pre-move planning, chemical and biological specimen handling experience, and expertise in the relocation of sensitive laboratory equipment. Accelerated is a sole source vendor that specializes in laboratory relocation services.

Per the criteria outlined in the RFP, I have prepared a comprehensive proposal that addresses all requirements stipulated in RFP #159791669AZ. Our submission covers all pre-move planning, relocation of equipment and content, and required insurances.

Should you have any questions regarding this proposal, please feel free to contact me directly at (614) 348-2862, or via email at [twilson@acceleratedmoving.com](mailto:twilson@acceleratedmoving.com).

Thank you again.

## **Introduction:**

Virginia Commonwealth University (VCU) is one of the nation's top research universities, and should expect the same type of commitment from its vendors. Accelerated Laboratory Logistics (ALL) will be that vendor for your on-site and long-distance laboratory relocations. We understand that it is essential to ensure a smooth and successful relocation from origin to destination, on time and within budget with no compromise of samples, specimens, and/or other sensitive equipment and materials.

As you may be aware, laboratory relocations are not typical moves that can be managed by a company that specializes in residential moves. They require trained personnel and a professional Move Coordinator, experienced specifically in laboratory relocations to manage and facilitate the size and complexity of your small and large laboratory relocation projects. This is the only way to ensure efficient and successful laboratory relocations.

Originally started as Jacobs Transfer in 1921, the company changed its name to Accelerated Moving and Storage, Inc. in 1990, and for the past five years, we have been doing business as Accelerated Laboratory Logistics. ALL has successfully coordinated and performed many projects like those needed at VCU. We have been in the business of laboratory move coordination and laboratory relocation for over 30 years. As in previous projects, we will create a comprehensive relocation plan, and execute the relocation plan, with minimal disruption to VCU personnel, and minimal laboratory downtime.

Accelerated Laboratory Logistics was founded in 1990, and is headquartered in Columbus, Ohio. Specializing in laboratory relocations, ALL has performed laboratory relocations for numerous colleges, universities, private industry, and government agencies throughout the United States. Our customers include, but are not limited to the following: The Ohio State University, University of Notre Dame, University of North Carolina, Roswell Park Cancer Center, University of Utah, Case Western Reserve, Emory University, Florida International University, NASA, CDC, and many others. Regardless of project size or content, and whether moving across the hall, campus, city, state, country, or internationally, ALL can meet your laboratory relocation needs.

Accelerated operates out of a 70,000 square foot facility, which houses our administrative office, as well as our warehouse that is set up to receive and store refrigerators, freezers and other laboratory supplies and equipment for purposes of transit and short-term, long-term or emergency storage.

Our facility address and contact information are as follows:

Accelerated Laboratory Logistics  
4001 Refugee Road  
Columbus, Ohio 43232  
Phone: (614) 836-1007 or 1-800-965-1007      Fax: (614) 836-7992  
Website: [www.AcceleratedMoving.com](http://www.AcceleratedMoving.com)

Office Hours of Operation: M - F, 8:00 AM - 5:00 PM

**Accelerated is a true sole-source laboratory relocation company and will not subcontract or use third party moving companies for any portion of your VCU relocation project.**

Accelerated is very excited about the prospect of working with VCU to provide laboratory relocation services. Our 30 years of move coordination experience and our commitment to customer service makes us the most qualified vendor to service your laboratory relocation needs.

## **Qualifications of the Firm:**

Accelerated Laboratory Logistics has been in the business of moving laboratories for over 30 years. It comprises nearly 100% of our annual business, giving us expertise in processes, protocol, environments, equipment, situations and issues unique to moving laboratories. This experience makes us the most qualified vendor to service VCU laboratory relocation projects.

ALL has a fleet of trucks, including generator trucks, which are instrumental in a successful laboratory relocation. Additionally, we have our own proprietary equipment specific to moving laboratories, and we provide our own rigging services. Accelerated has the tools to ensure the success of VCU laboratory relocation project.

## **Qualifications of the Staff:**

Accelerated coordinates and performs laboratory relocations on a daily basis. Our Move Coordination Team are trained and certified in handling all aspects of laboratory relocations and have been coordinating laboratory relocations and/or moving laboratories for an average of 12 years. Our personnel who will conduct your move are trained and certified in handling chemicals and biohazards and have been moving laboratories for an average of 9 years, making them experts in their field. Because we move laboratories daily, ALL personnel understand the liability exposures inherent in working in a laboratory environment and are knowledgeable about the best methods to complete projects safely and expeditiously. All Accelerated personnel go through the U.S. DOT Certification in the proper handling, labeling and transportation of both biologicals and chemicals.

We have provided laboratory move coordination and relocations for many universities and companies, with all projects meeting or below budget and being completed on time. Accelerated Laboratory Logistics has the experience and expertise needed to service your laboratory relocation projects and will work with you and the VCU laboratory staff to ensure smooth and successful moves. Below are a few of our current staff who may be on VCU relocation projects:

<b><u>Personnel</u></b>	<b><u>Service</u></b>	<b><u>#Years</u></b>
Todd Wilson	Move Coordinator	32
Kalomo Jacobs	Move Supervisor/Mover	21
Larry Mitchell	Move Supervisor/Mover	14
Brett Wilson	Move Coordinator/Mover	9
Jacob Wilson	Move Supervisor/Mover	11
Curtis Cook	Mover	29
Anthony Richardson	Mover	4
Marcus Taylor	Mover	4
Kevin Brown	Mover	2

## **REFERENCES**

The Ohio State University

410 W. 10<sup>th</sup> Avenue

Columbus, OH 43210

Contact: Ryan Edwards, Program Director OSU Comprehensive Cancer Center

Phone: (614) 685-6403      Email: [Ryan.Edwards@osumc.edu](mailto:Ryan.Edwards@osumc.edu)

Florida International University

11200 SW 8<sup>th</sup> Street

Miami, FL 33199

Contact: Tonja Moore, Associate VP of Research Strategic Planning and Operations

Phone: (305) 348-3049      Email: [mooret@VCU.edu](mailto:mooret@VCU.edu)

Emory University

1365 E. Clifton Road, NE

Atlanta, GA 30322

Contact: Monica Cloyd, Research Facilities Administrator

Phone: (404) 778-4570      Email: [mbizzel@emory.edu](mailto:mbizzel@emory.edu)

## Work Plan:

Accelerated Laboratory Logistics acknowledges and will meet all specifications identified in the Statement of Needs in Section III of RFP #159791669AZ Laboratory Relocation Services, without exception.

ALL shall provide the following services to accomplish the required Statement of Needs:

- Pre-, During and Post Move Coordination and Project Management
  - Conduct a comprehensive survey of all labs to be relocated, as well as origin and destination loading docks, hallway and elevator access, electrical, and plumbing requirements, IT, specialty vendor equipment, frozen and refrigerated media, items in liquid nitrogen and rigging requirements.
  - In consultation with the specified VCU Point of Contact (POC), organize and lead a Lab Move Coordination Team for the duration of the relocation planning and implementation. Accelerated will guide the team in establishing communications channels and a process to address and resolve quality control and customer satisfaction issues for the duration of the relocation planning and move.
  - Develop, submit, and implement, in conjunction with VCU POC and Move Coordination team, a Communication Plan. Communication Plan shall include a comprehensive employee outreach and information sessions to educate employees on “what to expect,” roles and responsibilities, and schedule to ensure a smooth relocation process. Communications Plan may include presentations, pre-, during and post move meetings, instructions, e-mails, etc. Within Communication Plan, Move Coordinator and Lab POC shall identify key change components/issues related to the laboratory relocation project and lead an initiative to help management and staff embrace change in a positive manner, be an advocate for the benefits of the new environment and protocols, and foster positive employee morale.
  - Provide periodic, client-oriented written communications regarding the relocation process and schedule. These communications may cover accessioning directives, new procedures for working with the laboratory schedule, timeline etc. Accelerated will work with the POC in organizing briefings to convey key information on the relocation project.
- Laboratory Operations Pre-Move Assessment
  - Obtain a thorough understanding of the laboratory operations and specific needs
  - Conduct a formal “discovery” process, including interviews/questionnaires of the Laboratories Staff. Utilize interviews/questionnaires to organize information.
  - Key considerations for understanding laboratory operations include:
    - Full understanding of each scientific laboratory’s specific operational requirements;
    - Full understanding of specific operational requirements of support services (e.g., glass washing, supplies, outfits);
    - Full understanding of administration services (e.g., Emergency Preparedness and Response, IT, quality assurance/safety, etc.);
    - Special emphasis to mission critical operations;
    - Security requirements;
    - Chain of custody;

- Health and Safety requirements; Accreditation and licensing requirements.
- Provide evidence of a thorough understanding of Laboratory operations through oral presentation to Laboratory Staff.
- Relocation Plan
  - Provide a comprehensive relocation plan that will ensure continuity of operations and minimize disruption of operations and mission. The plan shall cover key logistics and relocation categories and phasing options. The plan shall account for operational requirements, critical environments, migration of special equipment, special equipment vendor engagement, laboratory schedules/cycles for testing and other activities that will occur during relocation and occupancy.
  - Address operating, security, and health/safety protocols.
  - Identify major risk elements of the relocation and develop practical contingency plans to mitigate/eliminate risks.
  - Provide a Records Management Move Plan for all business contents and confidential files, and confidential patient files, including required security and procedures for handling of confidential records.
  - Provide special materials (i.e., chemical, radiological and other hazardous material) migration plan, including addressing security and special transportation requirements. Coordinate with Lab personnel re: the relocation of gas cylinders and dewars.
  - Provide a relocation plan that encompasses the relocation from the planning phase, to the packing and detailed labeling system for all items to be moved, to the logistics and execution of the move, and through to the final placement of equipment, supplies, files, etc. on a room by room basis at the destination.
  - Laboratory personnel shall be engaged as a resource in the relocation planning and execution support for the move. Identify potential tasks that can be performed by Laboratory personnel. This shall include guiding personnel in completing an organized set of tasks to accomplish the move.
- Relocation Plan Schedule
  - Provide a master relocation schedule and sequencing, including all key logistical tasks for execution of the move, identification and management of critical path and deadlines, and specific time allocations for each unit to be moved. Further, the consultant shall provide detailed relocation tasks, and schedule and sequencing for each unit to be moved.
  - Coordinate the relocation schedule with the destination schedule.
  - Schedule shall account for, but not be limited to, specific lab operational parameters, research time and testing constraints, protocols, redundancy necessary to accommodate multiple-move phases, and equipment warranty-vendor requirements, equipment hook-up, equipment testing, equipment re-certification and scheduling.
  - Provide a schedule for specific sequencing and logistics management of new equipment delivery and installation/certification, and for reuse equipment delivery and installation/certification.
  - Provide schedule for specialty equipment vendor planning and coordination, including management of move logistics involved with specialty vendors.

- Move Management and Implementation
  - Create physical inventory of equipment, accessories, chemicals, and furniture. Utilize photography and/or video to supplement documentation and cataloging process, as needed.
  - Using physical inventory, categorize scheduled items to be relocated with a unique identifying number and the general relocation procedure for each category. These categories shall include: (1) items that require special coordinator with a Vendor representative, (2) items that can only be unplugged for a short time and require unique transportation requirements (i.e., dry ice, etc.), and (3) items that must be placed in a specific destination location. Identify, plan, and manage unscheduled user-packed office and laboratory items and other loose items.
  - Plan for and manage the delivery of packing materials and equipment and a labeling system that is appropriate for each category of items to be moved, scheduled and unscheduled and related relocation procedure
  - Manage, with Lab personnel, the disconnection, relocation, and setting up and reconnection of equipment to be moved to utilities and services at the destination location.
  - At the request of the VCU move coordination personnel, attend meetings with the Lab Team, Construction Contractor, EH&S and others as appropriate to become familiar with layouts, locations, and utilities. Become familiar with issues of coordination, scheduling and sequencing of work that must occur between the Construction Contractor and the Move Vendor, if needed.
  - Plan for and manage the logistics of traffic routes and requirements, including access to and use of the loading dock at the destination facility.
  - Provide on-site supervision and coordination at the existing lab site and the new lab site during each phase of relocation.
  - Identify and plan for specialty equipment that will be needed for the move such as rigging equipment/cranes to move large, heavy equipment, or large delicate equipment. Confirm sufficient elevator capacity, corridor dimensions, building openings for proposed equipment routes out of existing building and into new building. Specialty equipment may also include floor protection plates, threshold elevator plate covers, etc.
  - Provide a move punch list documenting that all items that left the existing lab arrived at the new lab and was properly located and connected.
  - Perform post-move walk-through to ensure that all labs have be moved successfully, and to address any and all concerns or issues.
  - Work with lab teams to develop a layout plan for the placement of equipment in the new space, including a final verification of installed utilities and coordinated with the planned location of the equipment. The work shall include pre- and post-move utility check.

### Transportation:

We will use 24-foot, generated climate-controlled and specialized trucks, which are equipped with heavy-duty air-ride suspensions, ramps and lift-gates. These trucks are enclosed with flat hardwood or aluminum floors. All trucks are equipped with E-Trac security loading system. This will prevent items from shifting during transportation.

### Damage and Loss Prevention:

Our goal is to prevent damage to University property. We will perform a pre-move walkthrough at the origin and destination locations to uncover any potential areas where building damage could occur.

All items transported by moving trucks will be padded with protective move blankets between items and locked securely into the truck with logistics straps. In the unlikely event that there is any damage or loss of items as part of relocation, it will be reported to laboratory Point of Contact for resolution immediately upon move completion.

### Cleanliness:

Maintaining a clean work environment during and after a move is important in providing an efficient relocation. In addition to utilizing dollies with non-skid polyurethane wheels that prevent scuffing of floors, we use the necessary protection to keep all of the University facility's floors and walls free of marks and damage. Accelerated personnel will remove all soil from delivered items. Once a job is completed, we remove all debris, including any materials indicated by the department.

### Biohazards and Chemicals:

The Accelerated move team is certified and experienced in the safe and proper handling of laboratory bio-hazardous materials and chemicals requiring relocation. We will work with EH&S to comply with all regulatory criteria.

### General Insurance Requirements:

Accelerated Laboratory Logistics accepts all terms and conditions of VCU, without exception. (Certificate of Insurance will be provided upon request).

### Pollution Coverage Insurance:

Our coverage is compliant with and meets State and Federal Laws in the handling and transportation of chemicals, including liquid nitrogen, and biological specimens.



## General Services Overview

1. Comprehensive quote will be provided for each laboratory project.
2. For a standard pack, your staff will pack the content under the lab benches. This will leave only bench top equipment and top shelved items which will be loaded onto our specialized laboratory carts.
3. ALL will supply all necessary packing materials, carts, tape, and related items. We will have the packing materials delivered to the dock of your building prior to the move.
4. Quote includes: **generator truck** for the move of refrigerators and freezers, as needed. Content moves within the units and runs powered throughout the move. The units are also monitored for the correct temperature during the relocation.
5. All refrigerator and freezer content will need to be prepped by your staff prior to being relocated. We will supply refrigerator cartons and DOT filler material needed to secure the contents.
6. This quote includes the segregation, packing, and relocation of chemicals. We will provide UN approved boxes for the relocation of the chemicals and unpack the chemicals at your new lab.
7. We will pack all glassware but will unpack, if requested.
8. We will provide sample lab diagrams, packing and labeling instructions, and destination labels for tagging.
9. All electric and plumbing connections need to be disconnected by your staff and facilities prior to the start of the move.
10. ALL will provide custom crating of sensitive equipment, as needed.
11. We will unload the refrigerators, freezers, and LN Dewars first



**VCU RFP #159791669AZ  
PRICE PROPOSAL**

<b>Transportation</b>	<b>Daily Rate</b>
Generator Truck	\$ 280.00
24-26' Truck	\$ 216.00
Van	\$ 192.00
Fuel	varies

<b>Labor Costs</b>	<b>Hourly Rate</b>
Move Coordinator	\$65
Driver/Supervisor	\$65
Helper/Packer	\$45
Skilled Labor	\$55
Special Handling	\$65
Sensitive Equipment/custom crating	\$65

<b>Equipment</b>	<b>Daily Rate</b>
32-qt clear plastic totes	\$ 0.29
64-qt clear plastic totes	\$ 0.34
4-wheel Dollies	\$ 3.00
2-wheel dollies	\$ 5.00
Kickback dollies	\$ 5.00
Ice Chests	\$ 15.00
Coolers	\$ 15.00
Double Sided Lab Cart	\$ 10.00
Gondola	\$ 10.00
Pneumatic Roller Lift	\$ 15.00
Counter Balance Electric Lift	\$ 25.00
Hand Pallet Jack	\$ 15.00
Electric Pallet Jack	\$ 25.00
Skates (rigging)	\$ 10.00
Gantry -rigging with chain pull	\$ 150.00
Forklift	\$ 150.00
Backup Loaner 4C Unit	\$ 20.00
Backup Loaner -20 Unit	\$ 20.00
Backup Loaner -80 Unit	\$ 30.00
Backup Loaner LN Dewar	\$ 30.00

<b>Materials/Supply Items</b>	<b>Rate</b>
1.5 boxes	\$ 6.98
3.0 boxes	\$ 10.61
Dish Packs	\$ 7.00
Glass Pack	\$ 8.50
8x8 Refrigerator Cartons	\$ 3.00
10x10 Refrigerator Cartons	\$ 3.00
U.N. Boxes	\$ 10.00

Newsprint	\$ 60.00
Tapes	\$ 85.00
Labels	\$ 30.00
Anti-Static Wrap	\$ 20.00
Bubble Wrap	\$ 35.00
Shrink Wrap (pe role)	\$ 185.00
Floor Protection	\$ 14.00
PPE Gloves	\$ 20.00
PPE Lab Coats	\$ 15.00
PPE Face Masks	\$ 35.00
Spill Kit	\$ 50.00
Absorbent Pads	\$ 125.00
Dry Ice (per pound)	\$ 3.00



# VCU Procurement Services

## Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY  
**REQUEST FOR PROPOSALS (RFP)**  
**# 159791669AZ**

<b>Issue Date:</b>	September 28, 2022
<b>Title:</b>	Laboratory Relocation Services
<b>Issuing and Using Agency:</b>	Virginia Commonwealth University (VCU)
<b>Direct Inquiries to:</b>	Abigail Zarembo, Category Manager apzarembo@vcu.edu
<b>Proposal Due Date (Firm):</b>	October 28, 2022 11:00 am Standard Eastern Time
<b>Electronic Proposal Delivery:</b>	<a href="https://app.smartsheet.com/b/form/715922c21c6a40dfbe21fbdefc534e4c">https://app.smartsheet.com/b/form/715922c21c6a40dfbe21fbdefc534e4c</a> Note: Do not send via US Mail or hand-deliver.
<b>Access to Solicitation:</b>	This solicitation and any addenda are posted and may be accessed at any time at: <a href="http://www.eva.virginia.gov">http://www.eva.virginia.gov</a>
 <p>VIRGINIA ASSOCIATION OF STATE COLLEGE &amp; UNIVERSITY PURCHASING PROFESSIONALS</p> <p><b>VASCUPP</b></p> <p><i>A VASCUPP Member Institution</i></p>	

**VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
Laboratory Relocation Services  
#159791669AZ**

**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 goods and/or services described herein in accordance with the attached signed proposal and/or as mutually agreed upon in the attached Contract. 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:		Date: 10/26/2022	
Accelerated Moving and Storage, Inc.		By (Signature In Ink):	
4001 Refugee Road		Name Typed: Camille Thompson	
Columbus, Ohio	Zip Code: 43232	Title: Contract Administrator	
E-Mail Address: <a href="mailto:clittle@acceleratedmoving.com">clittle@acceleratedmoving.com</a>		Title: Contract Administrator	
Telephone: (614) 836-1007		Fax Number: (614) 836-7992	
Toll-free, if available		Toll-free, if available	
DUNS NO.: 782059471	FEI/FIN NO.: 31-1322411		

**B. eVirginia (eVA) Registration Status**

REGISTERED WITH eVA:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
----------------------	---	-----------------------------

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

MINORITY-OWNED BUSINESS:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	WOMEN-OWNED:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
			SMALL BUSINESS:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
VIRGINIA DSBSD CERTIFIED:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	VIRGINIA DSBSD CERTIFICATION#:		

**D. PROPRIETARY OR CONFIDENTIAL INFORMATION**

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>
---	---

**E. ACKNOWLEDGEMENT OF ADDENDA:** Acknowledge your receipt of any addenda that may have been issued under this solicitation. **See Paragraph VIII for more information**

Addendum #	1		Addendum #	
Addendum Date	10/17/2022		Addendum Date	___/___/___
Addendum #			Addendum #	
Addendum Date	___/___/___		Addendum Date	___/___/___

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

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**I. PURPOSE**

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit proposals to enter into a contract with multiple vendors to provide Laboratory Moving Services.

Term: The initial contract term shall be two years (2), with the option of up to three (3) one (1) year renewals, to be exercised upon mutual signed agreement by authorized representatives of both parties.

- B. COOPERATIVE PROCUREMENT: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement at the Contractor's discretion. Accordingly, any public body, public or private health, or educational institution, or lead-issuing institution's affiliated foundations may participate in any resulting contract(s) if authorized by the Contractor.
- C. OPTIONAL-USE CONTRACT: The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

**II. THE UNIVERSITY**

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities nationwide with an academic medical center 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 \$360 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 and MCV Physicians (a practice of more than 750 physicians).

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, the A10 championship wins in 2021 by women's field hockey, men's tennis, women's tennis and women's track and field.

VCU advances institutional excellence through its commitment to diversity, inclusion and equity. This commitment to diversity within our students, faculty and staff, and by extension, to our service providers, suppliers and contractors, helps us to deliver excellent education, research, healthcare, and public service. An important part of our procurement program involves a commitment to doing business with small, women- and minority-owned (SWaM) businesses. To further this commitment, VCU has established a goal of 45% SWaM expenditures, which includes a 15% aspirational goal for expenditures with women- and minority-owned businesses. The most competitive suppliers will have SWaM utilization plans that support VCU's supplier diversity commitment. Details of the



University's supplier diversity goals and expectations are described more specifically in the Vice President and Vice Provost's Request for Commitment (Appendix I).

### 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**

The Contractor shall provide comprehensive laboratory moving services and should provide storage and warehousing services on an as needed basis. The Contractor should have experience providing laboratory moving and storage services preferably with some experience in the public sector arena and/or Higher Education.

#### B. **Specific Requirements**

Requirements include but are not limited to:

1. Packing and unpacking of glassware.
2. Sensitive equipment custom crating, packing and transportation.
3. Furniture breakdown and installation.
4. Segregation, packing, and relocation of chemicals.
5. Provide UN approved boxes for the relocation of the chemicals and unpack the chemicals at new lab.
6. Generator trucks for the move of freezers with contents inside.
7. The units must be monitored for the correct temperature during the relocation.

### 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. The VCU Contract is included as an attachment to this solicitation and will be the contract form.
- 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. SUBMISSION OF PROPOSALS**

- A. Electronic proposals must be received in the 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 will be rejected. The official date and time used in the receipt of responses is the timestamp associated when submissions were received by Smartsheet. See Smartsheet link on the page one coversheet.
- D. The Offeror must ensure the proposals are submitted via Smartsheet sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters, traffic, etc. VCU recommends that you consider submitting your proposal at least one day prior to the due date.**
- E. When submitting via Smartsheet, individual file sizes are limited to 30 MB. This form allows for a total 250MB in attachments per form submission. Acceptable file formats: .pdf, .docx, .pptx, .xlsx, .jpg, .png, .gif.
- F. By selecting "Send me a copy of my responses" within the Smartsheet form, you will receive a receipt. Please keep this receipt for your records. If you do not believe you received a receipt, please first check your spam folder. If you have questions regarding a receipt or, lack thereof, please direct your inquiries to the buyer listed on the page one coversheet of this RFP.
- G. Proposals may NOT be hand-delivered to the office issuing the solicitation or submitted through any other means other than Smartsheet.

**VI. PROPOSAL RESPONSE FORMAT**

A. General

Proposal responses must be written in the same order as outlined below with Offer Form on page 2 of the RFP as the cover. 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

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

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 the goods and/or 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. **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 in its proposal. The proposal 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.

8. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment – Describe the Offeror’s commitment to utilization of SWaM businesses and certify that it will involve SWaM businesses in the performance of any resulting contract either as part of a joint venture, partnership, subcontractor or as suppliers.

Subcontracting Plan: In the space below, please describe the planned areas of subcontractor utilization and identify which firms are certified. Please be specific about the types of goods and/or services these subcontractors will provide during the performance of a resulting contract. If currently known, please list the exact SWaM-certified subcontractors that will be utilized.

Accelerated does not anticipate subcontracting any portion of our business, however if we do need a subcontractor, we are 100% committed to utilizing a SWaM Business and involving SWaM businesses in the performance of a resulting contract either as part of a joint venture, partnership, subcontractor or as suppliers.

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

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

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment and will be included in a resulting contract if the Offeror’s proposal is selected.

Note: Certification is determined by the Virginia Department of Small Business & Supplier Diversity (DSBSD). For assistance with certification and definitions for certification categories, visit [DSBSD’s website](https://www.sbsd.virginia.gov/) <https://www.sbsd.virginia.gov/>.

9. Exceptions: Offeror must note any requested exceptions to any of the RFP requirements or any of the Contract’s terms and conditions by inserting comments or redlines into the attached template Contract. While VCU may negotiate some terms and conditions, VCU is a public agency and must abide by the legal requirements applicable to such public agencies by Virginia law. Most terms and conditions cannot be negotiated. **VCU, in its sole discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive. VCU may also determine it cannot work with an Offeror that demands excessive exceptions during Contract negotiations.**

G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price. The table below is provided as an example/template. Offerors may either utilize this price schedule or provide their pricing schedule on company’s letterhead in accordance with section Statement of Needs/Specifications. – Suggested Pricing Schedule.

<b>Category</b>	<b>Hourly Rate</b>
Van	\$
Truck 4-30ft	\$
Cryogenic Truck/Generator Truck	\$
Driver/ Supervisor	\$
Helper/ Packer	\$
Skilled Labor	\$
Packing/ unpacking services	\$
Special handling	\$
Sensitive equipment custom crating, packing and transportation	\$

**VII. 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	09/28/2022
Proposal Due Date	10/28/2022
Negotiations	10/28/2022 - 11/11/2022
Contract Negotiation	11/11/2022 - 12/11/2022
Anticipated Contract Award	12/12/2022

**VIII. 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.

**IX. PROPOSAL ACCEPTANCE PERIOD**

Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) 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.

**X. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION**

VCU is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (FOIA) (Code of Virginia §2.2-3700, et seq.). 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. The final Contract documents and pricing are not confidential or proprietary pursuant to FOIA.

Pursuant to the Code of Virginia §2.2-4342(F), VCU may 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 VA. Code §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 its entire proposal, pricing, 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 X shall apply to all documents submitted by Offeror/Contractor throughout the duration of any negotiations, contracts, renewals, and extensions resulting from this solicitation.

**XI. LATE PROPOSALS**

To be considered for selection, proposals must be received by the issuing office by the designated date and time. The official date and time used in the receipt of responses is the timestamp associated when emails were received by Smartsheet. See the Smartsheet link on the page one coversheet.

**Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters, traffic, etc.**

See "SUBMISSION OF PROPOSALS" section for more information.

**XII. 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: **October 12, 2022**.

**XIII. 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. Communications shall be directed to the buyer listed on the solicitation cover sheet. Communications, including 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 Offeror's proposal.

**XIV. 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 will be the primary point of contact for VCU on the Offeror's presentation team.

**XV. 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, 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.

**XVI. QUALIFICATIONS OF OFFERORS**

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

**XVII. 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.

**XVIII. EVALUATION CRITERIA**

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

Qualifications and Experience 30%

Methodology/Approach	25%
Pricing Schedule	20%
SWaM Status/Utilization*	15%
Acceptance of the Contract terms and conditions, and specifications of this RFP and MSA**	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*

*\*\*Offeror's failure to accept all the Contract terms and conditions, and specifications of this RFP and MSA may result in lower overall scoring. See Master [Services] Agreement below.*

#### **XIX. NEGOTIATION OF CONTRACT**

Once business terms are discussed, Negotiations are completed and Evaluation is complete, Contractor will work with VCU's Purchasing and Contracts teams to finalize the written contract with all appropriate business terms between the parties. The Master [Service] Agreement attached to this RFP shall form the basis for this contract. VCU may consider a scope of work document, order form, or quote providing specific information as to services or goods being delivered by Contractor. VCU is a public institution of higher education of the Commonwealth of Virginia and is therefore not authorized to revise or negotiate many terms required by Virginia law that form the Master [Service] Agreement.

#### **XX. AWARD OF CONTRACT**

- A. Selection should be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP, including price, if so stated in this RFP. Negotiations as to business terms 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.
- C. Once the contract is finalized, VCU shall award the contract to that Offeror.
- D. VCU reserves the right to make multiple awards as a result of this solicitation.
- E. Should VCU 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.
- F. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of ten (10) days.

#### **XXI. RFP GENERAL REQUIREMENTS**

- 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/sites/vascupp/files/2020-09/hem.pdf>.



- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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 VCU, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable VCU to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- G. 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.
- H. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.
- I. 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 the 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.
- J. POLICY OF EQUAL EMPLOYMENT: The 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.
- K. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- L. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for VCU's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

## **XXII. ATTACHMENTS**

*See below.*

APPENDIX I



Greetings.

Virginia Commonwealth University advances institutional excellence through a commitment to diversity, inclusion and equity. We're able to deliver excellent education, research, healthcare, and public service because of the high value support from you and all our suppliers of goods and services. Thank you for sharing our commitment to diversity driving excellence.

As a university, we are committed to diversity within our students, faculty and staff, and by extension, to our service providers, suppliers and contractors. An important part of our procurement program involves a commitment to doing business with small, women- and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We currently have a substantial volume of activity with small firms; however, we are striving to increase the number of substantial, long-term business relationships with minority- and women-owned businesses. We need your help here.

I have two requests. First, I ask that you actively seek out opportunities to involve small businesses, with a particular focus on women- and minority-owned businesses, as you deliver services to VCU. Our VCU Procurement Services team will assist you in identifying qualified diverse business partners. Second, please report your success in this area through our quarterly subcontracting reports – this is critical in quantifying how well we are meeting our goals.

This effort is important to the University. We truly appreciate your efforts to join us in this commitment and partnership towards a diverse and inclusive community.

Sincerely,

A handwritten signature in black ink that reads "Aashir Nasim". The signature is written in a cursive style.

Aashir Nasim, Ph.D.  
Vice president and vice provost  
Office of Institutional Equity, Effectiveness and Success

CONTRACT#: C [REDACTED]

## MASTER [SERVICES] AGREEMENT

This MASTER [SERVICES] AGREEMENT (“MSA”), effective as of the last date executed (“Effective Date”), is between Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, whose address is 912 West Grace Street, Richmond, VA 23298 (“VCU”, or “University”), and [CONTRACTOR], a [REDACTED] corporation, with offices located at [STREET, CITY, STATE, ZIP], (“[CONTRACTOR NAME]” or “Contractor”). VCU and [CONTRACTOR] are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, VCU issued a Request For Proposals to solicit proposals for [BRIEF DESCRIPTION OF SERVICES AND/OR GOODS], RFP # [12345678] issued [DATE] (the RFP); and

WHEREAS, [CONTRACTOR] submitted its proposal dated [DATE], (the “Proposal”) wherein it wished to be considered, inter alia, for the [Services/Goods] as more fully specified therein (the “Services”); and

WHEREAS, VCU considered all proposals submitted, including the [CONTRACTOR]’s Proposal, and VCU now desires to award to [CONTRACTOR], as set forth in greater detail below; and

WHEREAS, [CONTRACTOR] desires to perform the [Services/Goods] as set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. CONTRACT DOCUMENTS.** The contract documents are integrated and shall consist of: (A) [LIST ALL CONTRACT DOCUMENTS E.G. MSA, LICENSE, AND SOW] (all of the foregoing, together, the “Contract”). Should a conflict arise among the foregoing [LIST CONTRACT DOCUMENTS], and this MSA, this MSA shall control.
- 2. SERVICES/GOODS.** [CONTRACTOR] shall perform the following Services: [SET FORTH A DESCRIPTION OF THE SERVICES THAT WILL BE PERFORMED] OR [SET FORTH THE GOODS THAT WILL BE PROVIDED] identified as more fully described in this Contract.
- 3. TERM and RENEWAL OF CONTRACT:** This contract shall have a three (3) year initial term (the “Initial Term”) and may be renewed by VCU upon mutual written agreement of authorized representatives of both Parties for two (2) successive one (1) year period (the “Renewal Term”) under the terms and conditions of this original Contract or as otherwise agreed in writing by the Parties at such time.
- 4. FEES:** VCU shall pay Contractor a fee of \$ [REDACTED] net 30 days for the Initial Term following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in accordance with Code of Virginia §§ 2.2-4347 through 2.2-4354 known as the Virginia Prompt Payment Act. Should VCU choose to exercise its right to Renew, the fee shall remain fixed during the Renewal Term. Thereafter, VCU shall pay any additional fees or payments due in accordance with this Section 4. 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. Fees appearing to be incorrect will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Interest on past due amounts accrues at the rate permitted by Code of Virginia §§ 2.2-4347 through 2.2-4354 known as the Virginia Prompt Payment Act. For proper invoicing practices follow the link below.

<https://procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/>

5. **CONTRACTOR RESPONSIBILITIES.** [WORK WITH YOUR COMMITTEE MEMBERS TO LIST DELIVERABLES FROM THE VENDOR. ASK: WHAT DOES THE COMMITTEE EXPECT FROM THIS CONTRACTOR THE MOMENT THE CONTRACT IS SIGNED? WHAT ACTIONS WITH THE CONTRACTOR TAKE TO GIVE THE COMMITTEE WHAT IT WANTS?]

6. **GENERAL TERMS AND CONDITIONS**

- A. **APPLICABLE LAW AND COURTS:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The Parties agree that all disputes arising under this Contract shall be brought in the state or federal courts located in Richmond, Virginia. To the extent any provision of the Contract 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. Each party shall be responsible for its own legal fees and costs unless otherwise ordered by a court of law.
- B. **ARBITRATION:** Neither Party shall be compelled to arbitrate any matter or otherwise be subject to any form of alternative dispute resolution, but may request and/or opt to participate in alternative dispute resolution in its sole discretion.
- C. **WAIVER OF CLAIMS:** Notwithstanding anything contained herein to the contrary, VCU is an agency of the Commonwealth of Virginia and as such, pursuant to Va. Code § 2.2-514, cannot waive or settle legal claims that VCU may have against another party nor may VCU bestow any right or obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia.
- D. **ANTI-DISCRIMINATION:** Contractor certifies to the Commonwealth that it 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. VCU 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.
  - B. The Contractor will include the provisions of a. 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.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Contractor certifies that it does 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. ANTITRUST: By entering into a contract, 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 this Contract.
- G. ASSIGNMENT OF CONTRACT: The Contract shall not be assignable by Contractor in whole or in part without the written consent of the University.
- H. TESTING AND INSPECTION: To the extent applicable, VCU reserves the right to conduct any testing/inspection it may deem advisable to assure goods and services conform to the specifications/Contract.
- I. TERMINATION OF CONTRACT:
  - 1. Either Party may terminate this Contract if the other Party materially breaches this Contract and such breach is not cured within thirty (30) days after written notice to the breaching Party.
  - 2. University reserves the right to term this Contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor.
  - 3. Either Party may terminate this Contract after the initial twelve (12) months of this Contract upon sixty (60) days written notice to the other Party.
- J. CHANGES TO THE CONTRACT: Changes may be made to the Contract:
  - 1. The parties may agree to modify the scope of the Contract. An increase or decrease in the price

of the Contract resulting from such modification shall be agreed 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.
  3. Material, substantive modifications, changes, and amendments to the Contract must be in a writing executed by authorized representatives of each party.
- K. NOTICE: All notices provided hereunder in regard to default, claims, actions, or similar events shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective party at the following addresses:

For VCU:

Director, Procurement Services  
912 West Grace Street, 5<sup>th</sup> Floor  
Richmond, Virginia 23298-0327

For **Contractor**:

Any notice sent by any other means shall not be considered duly given or delivered unless the receiving party affirmatively acknowledges receipt. Notices with respect to any services and communications specifically for day-to-day servicing purposes shall be sent to the designated points of contact as specified by each Party.

- L. TAXES: Contractor acknowledges all 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.
- M. FAILURE TO DELIVER GOODS OR SERVICES: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have.
- N. SHIPPING: Contractor shall ship all goods FOB destination at the actual freight rate based upon the actual weight of the goods to be shipped.
- O. INSURANCE: Contractor certifies it will have the following insurance coverages, and any insurance otherwise required by applicable law, throughout the entire term of the Contract, as well as renewal terms. 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*. Contractor further certifies all insurance coverage will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in

Virginia. 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.
  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. (applicable only if motor vehicle is to be used in performance of this Contract)
  5. Cyber Security Liability - \$5,000,000 (applicable as determined by the University)
- P. 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 providing services under this Contract. 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.
- Q. NONDISCRIMINATION: As applicable, federal law requires compliance with the following:
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 to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- R. FERPA:



- S. **CONFIDENTIAL INFORMATION:** "Confidential Information" means all information of a party ("Disclosing party") disclosed or made available to the other party ("Receiving party") that (i) is clearly marked or identified as such at the time of disclosure or within a reasonable time thereafter; or (ii) should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information of VCU shall include, but not be limited to information about VCU personnel and students of VCU to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and FERPA. Contractor shall use its reasonable efforts to prevent and protect Confidential Information from unauthorized use or disclosure, with at least the same degree of care that Contractor uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. Each Party will only disclose the other Party's Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Upon the completion of the services and upon request of VCU, Contractor shall return all Confidential Information received in written format, including copies or reproductions or other media containing Confidential Information within seven (7) days of such request.
- T. **VA FOIA:** Nothing contained herein is intended to limit VCU's compliance with the Virginia Freedom of Information Act ("VFOIA"). For clarity, contracts and pricing between VCU and its vendors are not considered to be exempt from VFOIA requests.
- U. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this Agreement. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Agreement. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the Code of Virginia.
- V. **LIMITATION OF LIABILITY:** Contractor shall be liable for the direct 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.
- W. **STATUTORY DAMAGES:** VCU is not authorized to waive damages granted or otherwise available by statute.
- X. **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. The total cumulative liability of the University, 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.

- Y. **FORCE MAJEURE:** Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided
- Z. **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 University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- AA. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the funds are appropriated, or otherwise made available, from the Virginia General Assembly or other funding source, or which funds may hereafter be provided for the purpose of this Contract.
- BB. **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 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.
- CC. **REALSOURCE REGISTRATION:** This 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.
- DD. **eVA REGISTRATION AND FEES:** 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 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 Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Contractor's failure to update or protect its account information.

EE. **SWAM REPORTING:** Contractor will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Contractor will submit the quarterly SWAM business reports, based upon the Contractor's proposed commitment to:

VCU SWaM Reporting  
E-mail: swamreporting@vcu.edu

The quarterly SWAM business reports will contain the following information:

- a. SWAM firms' name, address and phone number with which Contractor has contracted over the specified quarterly period.
- b. Contact person at the SWAM firm who has knowledge of the specified information.
- c. Type of goods and/or services provided over the specified period of time.
- d. Total amount paid to the SWAM firm as it relates to the University's account.

## **7. SPECIAL TERMS AND CONDITIONS**

- A. **ADVERTISING:** Contractor shall not state in any of its advertising or product literature that the University, the Commonwealth of Virginia, or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **TRADEMARKS/LOGOS:** The University retains all rights, title and interest to its trademarks, logos and other intellectual property. Contractor shall first submit a request in writing to the VCU Division of University Relations prior to use of any VCU marks, name, or logos.
- C. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to University during the term of this Contract. Such notice shall also advise the duration of the specific sale or discount price.
- D. **EXTRA CHARGES NOT ALLOWED:** The Contract price shall reflect all fees to be incurred for the performance of the Contract, including all applicable freight and installation charges. Any additional fees that arise during the performance of the Contract shall only be paid if approved by the University prior to incurring such fees.
- E. **ADDITIONAL USERS OF CONTRACT:** It is the University's intent to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University-related foundation (Additional Users) may access this

Agreement if authorized by Selected Firm.

To that end and if agreeable with the Contractor, upon written request from Additional Users the Contractor may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Contractor is not required to provide such access. A Contractor's willingness to provide this access to Additional Users, will not be a consideration in awarding this contract. Although the Additional Users have access to any resulting contract, Additional Users are not bound to use the contract and any use of the contract is strictly optional.

If the Additional Users 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 Additional Users 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 an Additional User 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 Additional User that accessed this contract.

- F. 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.
- G. 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 University with 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.
- H. CRIMINAL BACKGROUND INVESTIGATION: If Contractor employees and agents will be on the VCU campus, or have access to protected data as defined herein, 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.

- I. 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.

- J. REPRESENTATIONS AND WARRANTIES: All representations and warranties made by University are made to the best of its knowledge at the time the representation or warranty is made. University will use its best efforts to comply with all conditions and restrictions on its accounts and the services provided hereunder.
- K. WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of [Click here to enter text.](#) days following date of delivery. Should any defect be noted by the owner, the University will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the University does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the University and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the University may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price
- L. SECTION 508 COMPLIANCE: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.
- M. 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.
- A. NONVISUAL ACCESS TO TECHNOLOGY: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
  3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
  4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University

determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

## **8. FEDERAL TERMS AND CONDITIONS**

For Contracts funded by a U.S. Government grant or contract, the following provisions found in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) shall be incorporated and made a part of this Contract.

- A. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).
- B. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by 29 CFR part 5
- C. Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 29 CFR part 3).
- D. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.
- E. For non-profit organizations and small business, patent rights will be governed by 37 CFR part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Contracts."
- F. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387.), as amended.
- G. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- H. When applicable, this Contract is subject to Debarment and Suspension (E.O.s 12549 and 12689) as provided in 2 CFR part 180.
- I. The BYRD Anti-Lobbying Amendment (31 U. S. C. 1352): awards of \$100,000.00 or more will file the required certification.
- J. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination

against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

**9. INFORMATION SECURITY / DATA PRIVACY**

- A. The University's Data and Intellectual Property Protection Addendum is attached and incorporated herein as Exhibit A.

**IN WITNESS WHEREOF**, the Parties have executed this Contract on the dates designated below.

**VIRGINIA COMMONWEALTH UNIVERSITY**

**[insert Contractor's full legal name]**

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

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

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

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

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

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

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

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

DRAFT