

MASTER SERVICES AGREEMENT

CONTRACT#: C0002879

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 Stewart Moving and Storage, a corporation, with offices located at 200 Wylderose Court, Midlothian, Virginia, 23113, ("Stewart Moving and Storage" or "Contractor"). VCU and Stewart Moving and Storage 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, Stewart Moving and Storage submitted its proposal dated October 25, 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 Stewart Moving and Storage's Proposal, and VCU now desires to award to Stewart Moving and Storage, as set forth in greater detail below; and

WHEREAS, Stewart Moving and Storage 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 25, 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.** Stewart Moving and Storage 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. **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.
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, 5th Floor
Richmond, Virginia 23298-0327

For Stewart Moving and Storage:
Frank Young
200 Wylderose Court
Midlothian, Virginia 23113

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.

- 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. 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. **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.

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 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

STEWART MOVING AND STORAGE

DocuSigned by:
By: John McHugh
EE6DA7427C67468...

By: Jennifer Zeile

Name: John McHugh

Name: Jennifer Zeile

Title: Director of Procurement Service

Title: Director

Date: 5/18/2023

Date: 4/6/23

Exhibit 1

Category	Hourly Rate
Van	\$30/ hour OR \$150/day
Truck 4-30ft	\$30/ hour OR\$150/day
Cryogenic Truck/Generator Truck	\$9300/ work day
Driver/ Supervisor	\$45/ hour
Helper/ Packer	\$35/ hour
Skilled Labor	\$55/ hour
Packing/ unpacking services	\$35/ hour plus materials
Special handling	\$2,040 per day to move 100 bottles of chemicals
Sensitive equipment custom crating, packing and transportation	\$26.40/cwt for crating. Specialty Packing service will be \$300.00 per day plus materials TransJ>Ort to new location would be \$1,776.00 per day.

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Publicly Accessible Contract (the “PAC”), effective the date the last signature is affixed below, is between Virginia Commonwealth University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and Stewart Moving and Storage, (“Contractor”).

TERM

This end date coincides with the Primary Agreement’s end date.

WITNESS

WHEREAS, the University and [Vendor] have executed an agreement, CONTRACT#: C0002879, (the “Primary Agreement”), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Stewart Moving and Storage wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Stewart Moving and Storage will:
 - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II. .
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

- II. The University/Consortium will:
 - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of Stewart Moving and Storage’s logo on the Consortium website

- III. Payment

- A. Payment of PAC Annual Fee will arrive at the University no later than October 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

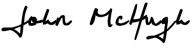
Director, Procurement Services
912 West Grace Street, 5th Floor
Richmond, Virginia 23298-0327

If to Stewart Moving [&] ~~and~~ Storage:

~~Frank Young~~ Jennifer Zeile
200 Wylderose Court
Midlothian, Virginia 23113

ACCEPTANCE

For VCU

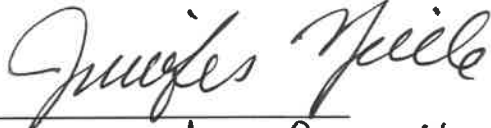
DocuSigned by:

EE6DA7427C67468

John McHugh
Director of Procurement Services

5/18/2023

Date

For Stewart Moving and Storage


~~Frank Young~~ Jennifer Zeile
VP of Sales Director

2/9/23

Date

Agreement #: CONTRACT#: C0002879-PAC



VCU Procurement Services

Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
159791669AZ

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

**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: ()	
Toll-free, if available		Toll-free, if available
DUNS NO.:	FEI/FIN NO.:	

B. eVirginia (eVA) Registration Status

REGISTERED WITH eVA:	<input 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

<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 #			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.

_____ % 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.

Category	Hourly Rate
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).

Event/Milestone	Date/Date Range
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

VCU Laboratory Relocation Services RFP#159791669AZ

Stewart Moving & Storage has provided laboratory moves for University of Virginia, Metsmark Genetics, and Johnston Willis Hospital.

We start by performing an onsite survey of the existing location so we can evaluate the accessibility of the space, we can see the specific items that need to move to the new location. We will make a survey of the items that need to be moved and map out a plan that makes certain that the items will be moved to the new location without any damage to them. Our commercial move teams are trained to pack up the laboratory items that need to move to the new location. For example- we wrap the glassware in paper so that the items will not break during the move to the new location. We will bring in third party suppliers for the scope of the particular laboratory as needed (IE: if chemicals are a part of the scope of the relocation). We can guarantee the service you will receive from our company.

Our reference for laboratory moves at University of Virginia are MNK2N@hscmail.mcc.virginia.edu This laboratory movement was done in January 7, 2019 from Baltimore MD to UVA 345 Crisbell Rd Charlottesville, VA. We moved the -20 freezers to the new location and we packed and moved the other items to the 345 Crisbell Rd Charlottesville, VA.

We moved the Metsmark Genetics from Durham, NC to Glen Allen, VA on 7/6/2020 and delivered the items on 7/7/2020. The contact for this move is iani.medina@p4dx.com and their phone number is +1 (804) 721-3142. We used Brooks Scientific for this laboratory move from Durham, NC to Glenn Allen, VA. They moved the chemicals from Durham, NC to Glen Allen, VA.

We moved the Prenatal Clinic for Johnston Willis Hospital from the 5th floor of the hospital to the 1st floor of the hospital. It involved moving high end equipment to the first floor of the hospital. Our team moved the documents and equipment from the 5th floors of the hospital to the 1st floor of the hospital. The contact for this move is Larry Talley at (804) 239-3020.

Pre-move survey of every laboratory move

We will perform on site surveys of the laboratories to determine the best procedure and items that need to be moved in the next couple of weeks. We will determine the number of glassware that needs to be packed and loaded to the new location at VCU campus. We will determine what equipment that needs to be crated and transported to the new location. We will bring in our crating specialist to build the crates that will hold the units that need to be crated to the new location and they will unpack the crated items at the new location.

We will take notes of the furniture that needs to be broken down and installation at the new location at VCU campus. We will have a separate team of professionals in our laboratory services to break down the furniture and set it back up in the new location.

Work Plan:

The three leading members of the staff whom similar services are provided, preferably institutions of higher education or similarly-sized organizations are the following people:

Katina Lewis – 22 years with Stewart Moving & Storage



Damontae Collier- 18 years of moving with Stewart Moving & Storage

Deon Otey -29 years with Stewart Moving & Storage

Operations takes the information from the On Site/ premove survey and the required dates of service/ completion form VCU when scheduling the lab relocation. Our crews will package the glass ware and crate the items that need to be transported to the new location. Our crews will work a 8 hour day each day to package the glass ware and crate the items to be moved. Our crew will then transport the crated items and the glass ware to the new location and uncrate the items and place the glassware were the VCU personnel wants us to place them in the cabinets at the new location. Our crews will utilize the best means of streamlining the process of crating and packaging the items to be moved and unpacked at destination.

There will be a supervisor on site each day to monitored, measured and report to the University each day the crating and boxes packaged each day for the move. We will only bill the items we have crated or packaged in corrugated containers that were moved to the new location. Daily timesheets will be provided to VCU for each workday. We will define the risks, including the reporting of risks to VCU, We will have the same crew on this job each day so they are familiar with crating and packaging the items to be moved. We will have the crews who are familiar with moving laboratory moves each day. We will manage the crew turnover so that it does not impact the work they are during each day during the laboratory move. We will coordinate the with our any other trades as needed to work seamlessly towards the completion of the relocation.

Billing terms of net 30 have been approved for VCU. Payments received more than 30 days after invoicing may be subject to a 1.5% late payment penalty fee.

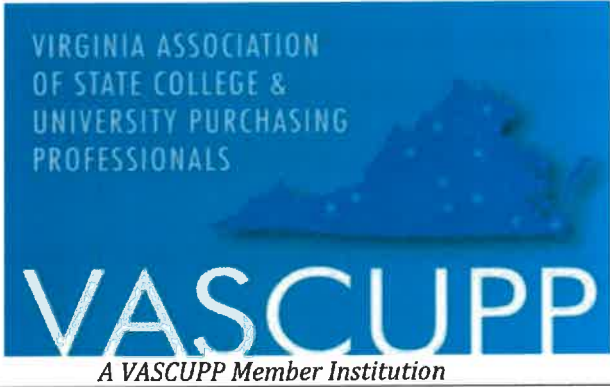




VCU Procurement Services

Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
159791669AZ

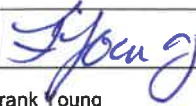
Issue Date:	September 28, 2022
Title:	Laboratory Relocation Services
Issuing and Using Agency:	Virginia Commonwealth University (VCU)
Direct Inquiries to:	Abigail Zarembo, Category Manager apzarembo@vcu.edu
Proposal Due Date (Firm):	October 28, 2022 11:00 am Standard Eastern Time
Electronic Proposal Delivery:	https://app.smartsheet.com/b/form/715922c21c6a40dfbe21fbdefc534e4c Note: <i>Do not send via US Mail or hand-deliver.</i>
Access to Solicitation:	This solicitation and any addenda are posted and may be accessed at any time at http://www.eva.virginia.gov
 <p>VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS</p> <p>VASCUPP</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: Stewart Moving & Storage		Date:	10/25/2022
200 Wylderose Court		By (Signature In Ink):	
Midlothian, VA	Zip Code: 23113	Name Typed:	Frank Young
E-Mail Address:	fyoung@stewartms.com	Title:	VP of Sales
Telephone: () 804-752-5992		Fax Number: ()	
Toll-free, if available		Toll-free, if available	
DUNS NO.: 105314434		FEI/FIN NO.: 54-1976732	

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 checked="" type="checkbox"/> NO	WOMEN-OWNED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
			SMALL BUSINESS:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
VIRGINIA DSBS CERTIFIED:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	VIRGINIA DSBS CERTIFICATION#:	10007	

D. PROPRIETARY OR CONFIDENTIAL INFORMATION

<input type="checkbox"/>	Check the box to the left <i>if</i> 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.

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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.

none

100 % 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.

Category	Hourly Rate
Van	\$ 30/ hour OR \$150/day
Truck 4-30ft	\$ 30/ hour OR \$150/day
Cryogenic Truck/Generator Truck	\$ 9300/ work day
Driver/ Supervisor	\$ 45/ hour
Helper/ Packer	\$ 35/ hour
Skilled Labor	\$ 55/ hour
Packing/ unpacking services	\$ 35/ hour plus materials
Special handling	\$ 2,040 per day to move 100 bottles of chemicals
Sensitive equipment custom crating, packing and transportation	\$ 26.40/cwt for crating. Specialty Packing service will be \$300.00 per day plus materials Transport to new location would be \$1,776.00 per day.

VII. PROCUREMENT SCHEDULE

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

Event/Milestone	Date/Date Range
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



VCU

Office of Institutional Equity,
Effectiveness and Success

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".

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, 5th 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: 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 §§ 8.01-195.1 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. 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: Stewart Moving & Storage

Name: _____

Name: Frank Young

Title: _____

Title: VP of Sales

Date: _____

Date: 10/25/2022

DRAFT

