



EVMS

**MATERIALS
MANAGEMENT**

Request for Proposal (RFP)

**Renovations to Hofheimer Hall, 2nd Floor
Gynecology**

RFP#: 24-EVMS-01-NWD

RFP Draft Date: March 27, 2024

REQUEST FOR PROPOSAL (RFP)

RFP Number: **24-EVMS-01-NWD**

Issue Date: April 1, 2024

Project Title: Renovations to Hofheimer Hall, 2nd Floor, Gynecology

Issuing Department: Department of Materials Management

Location: Hofheimer Hall, 2ND Floor
825 Fairfax Avenue
Norfolk, VA 23507

Anticipated Dates of Initial Contract Term: From execution of contract through completion of all work, including inspection and acceptance by EVMS and/or successor entity Old Dominion University
Substantial Completion Date: November 29, 2024

Mandatory Pre-Proposal Conference: April 9, 2024 at 2:00 PM
Materials Management Building
711 Southampton Avenue
Norfolk, VA 23510

Due Date for RFP Questions: April 23, 2024 no later than 4:00 PM

Due Date: **May 3, 2024 NO LATER THAN 2:00 PM**

Additional RFP Information: Addenda and Amendments to this RFP will be posted on the following EVMS website: <https://www.evms.edu/materialsmanagement/solicitations/>

Please direct all inquiries for information about this RFP, in writing, to the **Materials Management Contract Specialist** at the following email address:

Proposals@EVMS.edu

Cc: A/E Representatives Damian Seitz @ dseitz@clarknexsen.com ;

NO QUESTIONS WILL BE ANSWERED BY PHONE

EVMS will post all questions and responses on:

<https://www.evms.edu/materialsmanagement/solicitations/> to ensure that responses to RFP questions are available to all responsible bidders (“Offerors”). However, it is the sole responsibility of the Offeror(s) to periodically check the aforementioned website for any response(s) to RFP question(s).

In addition, while the RFP is open, and once the RFP has closed, Offeror(s) shall not contact EVMS staff directly to ask questions about the RFP. **This restriction on Offeror communication with EVMS staff is to ensure fairness in the competitive process.**

RFP Time

Extensions:

Requests for additional RFP information and the associated responses shall not extend the due date for bids in response to this RFP. To ensure fairness in the competition process and that all Offerors are given the same amount of time to respond to the RFP EVMS reserves the right, at EVMS's sole discretion, to extend the time for responses to this RFP to all Offerors, as deemed appropriate; and, under no circumstances shall separate or individual extensions be granted. EVMS will post all RFP extensions on the following website:

<https://www.evms.edu/materialsmanagement/solicitations/>

PROPOSALS MAY BE MAILED, SENT BY OVERNIGHT OR EXPRESS COURIER, HAND-DELIVERED, OR EMAILED TO:

Mail, Overnight or Express Courier

Eastern Virginia Medical School

Materials Management

Attn: RFP No: 24-EVMS-01-NWD

714 Woodis Avenue

Norfolk, VA 23510

Hand Delivery

EVMS, Materials Management

Subject: RFP No: 24-EVMS-01-NWD

711 Southampton Avenue

Norfolk, VA 23510

E-Mail Delivery

Subject Line on Email:

RFP 24-EVMS-01-NWD

EVMS Contract Specialist

Proposals@EVMS.edu

Refer to RFP Section 8.0 for specific proposal instructions, including email delivery requirements. Proposals received in the email inbox after the designated time will be deemed **late, regardless of when the email was sent by the offeror.**

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1.0 PURPOSE:

The purpose of this RFP is to provide information to responsible bidders (referred throughout this RFP as “Offeror(s)” and/or “Contractor(s)”) in order to solicit competitive proposals (“Proposals”), in accordance with the policies of Eastern Virginia Medical School, for selecting a General Contractor for renovations of EVMS Gynecology Clinic.

2.0 BACKGROUND

Eastern Virginia Medical School (EVMS) was born of necessity in 1973, the result of a community-led effort to improve health care in a region then plagued with a severe shortage of physicians. Patients often had to leave the area in search of specialized care. Today, the region enjoys modern medical facilities and a full-range of medical specialties. As community leaders foresaw, EVMS was a catalyst for change, playing a key role in the region’s medical renaissance through its commitment to education, research and patient care.

Education

EVMS offers a variety of graduate and doctoral degrees in the medical and health professions. Interest in all programs continues to grow. In the most recent year, EVMS received nearly 8,000 applications for 450 openings. The school now has 6,800 graduates who practice throughout Hampton Roads, across Virginia and around the globe. EVMS also provides specialty training for some 300 medical residents annually and offers Continuing Medical Education to thousands of health-care professionals practicing in the region.

Research

EVMS is the largest biomedical research institution in southeastern Virginia. More than 100 EVMS faculty members are engaged in basic and clinical research focused in areas where the community has pressing needs. Innovative research has brought EVMS to the forefront of groundbreaking discoveries — from the pioneering of in vitro fertilization in America, to the recognition of new cancer detection and treatment methods and innovative therapies for individuals suffering from the debilitating side effects of diabetes. We continually strive to enhance our research enterprise in order to improve the health of the people of Hampton Roads and beyond.

Patient Care

What once was one of the nation’s most medically underserved communities is today a destination for people from around the country seeking the best available care. For the 1,500 people each day who receive high-quality, patient-centered care at more than 20 convenient EVMS Medical Group locations across the region, it equates to the best possible care, delivered with a healthy dose of compassion.

3.0 STATEMENT OF NEEDS / SCOPE OF WORK

This project partially renovates the second floor of Hofheimer Hall to accommodate an expansion to the Gynecology clinic which currently occupies the 3rd floor of the same building. The remainder of the 2nd floor is comprised of administrative space and a 2-story auditorium style lecture hall which will both remain unchanged. The extent of these renovations is shown in the attached construction documents (Plans and Specifications).

This RFP consists of the Solicitation and all Attachments, the General Conditions of the Construction Contract, the Supplemental General Conditions (if any), the Special Conditions (if any), the Forms to be used, and the Scope of Work as described by the Plans and Specifications, other documents listed in the Specifications, and any addenda which may be issued, all of which request qualified proposers to submit competitive prices for providing the described work on the project. These proposal documents including the drawings and specifications containing the information necessary for pricing are only available electronically.

The GC shall provide construction services to procure, contract directly for, and administer all construction trade contracts. The GC shall work closely with EVMS and the Architect of Record in the spirit of teamwork to assure the project goals and timeframes are met to support the Owner's program and schedule.

The contract for this construction project will be awarded on a best value lump sum basis.

ESTIMATED PROJECT SCHEDULE (Subject to change)

- A. April 1, 2024 – EVMS Issues RFP
- B. April 9, 2024 – Pre-Proposal Meeting
- C. May 3, 2024 – Contractor Proposals Due**
- D. May 6 – May 17, 2024 – Evaluate Proposals
- E. May 20-22, 2024 – Draft GC Contract
- F. May 23-28, 2024 – EVMS Legal Review
- G. May 29-31, 2024 – Execute GC Contract / Award PO
- H. May 31, 2024 – Facilities Issues Notice to Proceed

CONTRACT TERMS

The proposed contract form shall be a mutually acceptable, modified DGS-30-064 (Form CO-9) "Contract Between Owner and Contractor". A sample of this contract is included in the Project Manual, General Conditions & Forms.

The following items represent a comprehensive, but not all inclusive, outline of contractual obligations that will be incorporated:

- A. Acceptance of Terms and Conditions – By submitting a proposal the GC signifies acceptance of the terms and conditions specified in this document (including all Attachments and/or Schedules). If GC does not accept any term or condition, it shall submit a statement identifying specific terms and conditions to which it takes exception by page number and section, the reason for the exception, and alternative language acceptable to the GC.
- B. Price Protection – All pricing herein will remain firm for the duration of the Agreement.
- C. Implementation – All services listed on the proposal shall be available to EVMS within fifteen days after award of the contract to EVMS
- D. Interpretation – Should a GC find discrepancies in or omissions to the proposal documents or be in doubt as to its meaning, they shall at once notify EVMS and the Architect of Record who shall send written instructions or addendums to all Firms, if necessary. EVMS will not be responsible for oral interpretations.

4.0 PRICING SCHEDULE

Provide a lump sum price for the provision of all work indicated in this RFP, the drawings, specifications, and any associated addenda. Acknowledge receipt and inclusion in the price of any addenda.

Lump Sum \$ _____

Offeror is to fill in the Pricing Schedule in Attachment G to include all applicable components.

5.0 METHOD OF PAYMENT:

Payment to Contractor:

- A. The Offeror shall enroll in and acknowledges that payment will be made by payment card, also known as ePayables. Once an invoice is approved for payment, an electronic remittance advice shall be sent to the Offeror by email or facsimile, instead of a check. Payments can be retrieved with EVMS’s designated account number that will be assigned to the Offeror. Terms begin after receipt of proper invoice or material/service, whichever is later.
- B. Offeror cannot charge fees to accept ePayables.
- C. A .5% administrative fee may be charged for check payments and default payment terms of Net 30, or others outside of ePayables.

Submit invoices to the following address:

Eastern Virginia Medical School
Attn: Accounts Payable

PO Box 2020
Norfolk, VA 23501-2020

Email: apinvoices@evms.edu

6.0 **INVOICES, REPORTING AND DELIVERY INSTRUCTIONS**

A. The Contractor shall prepare and submit invoices and reports to EVMS according to the following schedule:

	<u>Due Date</u>
1. Invoices	Within ten (10) days of EVMS's acceptance of the completed deliverables.

7.0 **PRE-PROPOSAL CONFERENCE (Mandatory)**

A. The purpose of the Pre-Proposal Conference is to provide the Offerors an opportunity to ask questions and clarify their respective understandings of the project prior to submission of their proposals. **Attendance at this meeting is Mandatory and Offerors must attend in order to submit a proposal.** EVMS now offers Virtual Participation for Offerors that are not able to attend an in-person meeting, see section C below for the virtual conferencing information. At the conclusion of the meeting, offerors will be given the opportunity to view the building and site.

- **Date: April 9, 2024**
- **Time: 2:00 PM**
- **Location: Materials Management Conference Room**

B. Site visits can be coordinated through EVMS Facilities:

Vernon Payne, Assistant Director of Facilities
PayneVS@evms.edu
757-446-5024

C. **Virtual Conferencing Information:**

Joining from a desktop or laptop:
<https://evms-edu.zoom.us/j/99430947110?pwd=bUoybjRndGVOSzBHbDNjRGIESnRGdz09>
Meeting ID: 994 3094 7110
Passcode: 613778

Phone only dial: +1 309 205 3325 enter meeting ID # enter passcode #.

8.0 **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

A. **General Instructions:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired.

Delivery of the Proposal must be by one of the following methods:

Mail, Overnight or Express Courier to:

Eastern Virginia Medical School
Materials Management
Attn: RFP No: **24-EVMS-01-NWD**
714 Woodis Avenue
Norfolk, VA 23510

Hand Delivery

Eastern Virginia Medical School
Materials Management
Subject: RFP No: **24-EVMS-01-NWD**
711 Southampton Avenue
Norfolk, VA 23510

E-Mail Delivery

Subject Line on Email:
RFP **24-EVMS-01-NWD**
Send To: EVMS Contract Specialist
Proposals@EVMS.edu

B. **RFP Submission:**

1. **Complete Submissions:**

Except as provided for under the Proposal Preparation Section, 8.0 (C)(1)(c) which addresses the circumstances under which the submission of missing Proposal information would be acceptable, Offerors must submit a complete response to this RFP in order to be considered for selection under this RFP.

2. **Delivery:**

By Mail, Overnight or Express Courier or Hand Delivery -

If Proposals are delivered by mail, overnight or express courier or hand-delivery, Offerors must provide **one (1) original and 2 copies** of each Proposal along with an electronic copy of the proposal on a flash drive in Microsoft Word, Excel(if

applicable) and PDF format must be submitted to EVMS for consideration. Each copy must include all addenda acknowledgements, if any, and completed attachments signed and filled out as required.

By E-Mail Delivery

Proposals shall be emailed to: Proposals@EVMS.edu

Please note EVMS's mail exchange server has a limit of 25MB for incoming proposals. Proposals received in the email inbox after the deadline will not be considered, regardless of the time the email was sent. It is the responsibility of the offeror to ensure delivery of the full proposal by the designated date and hour. It is strongly recommended to email the proposal well in advance to avoid the potential for delays in delivery which would render the submittal untimely.

3. **Proposal Acceptance Period:**

All Proposals must be received by the Due Date and time found on page 1 of this RFP (the "RFP Close"). Proposals received after RFP Close will not be considered. RFP modifications, unless requested by EVMS and posted to all Offerors on the EVMS RFPs website, will not be considered.

4. **Proposal Withdrawals:**

At the sole discretion of the Offeror(s), Proposals may be withdrawn at any time prior to the RFP Close. After RFP Close, letters to withdraw a Proposal will not be accepted and Proposals will remain valid until an award is made and a contract is executed or the RFP is canceled. If an award is not made within 120 days from the RFP closure date, the Proposal may be withdrawn at the written request of the Offeror.

C. **Proposal Preparation:**

1. Proposals shall be signed by an authorized representative of the Offeror (Attachment B). All information requested should be submitted to ensure consideration as a responsive bidder. Failure to submit all information requested may result in the following:
 - a. EVMS may reject the Proposal as unresponsive. Proposals which are substantially incomplete or lack key information, may be rejected by EVMS; or,
 - b. EVMS may lower the overall evaluation score due to missing information; or,
 - c. EVMS may require prompt submission of missing information within a prescribed time period and/or the Offeror shall receive a lower overall evaluation score due to missing information lowered evaluation of the Proposal. If after being given an opportunity to submit missing

information, the Offeror does not provide all of the requested information then subsections 7.0 C (1)(a) and (b) above apply.

2. All information above must be submitted along with the RFP cover sheet (Attachment A) and an Entity Data Sheet (Attachment C). Failure to submit all information requested may result in EVMS requiring prompt submission of missing information and/or giving a lowered evaluation of the Proposal. EVMS may reject Proposals which are substantially incomplete or lack key information.
3. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content and include or address the following:
 - a. **Organization** - Proposals should be organized in the order in which the requirements are presented in the RFP;
 - b. **Pagination** - All pages of the Proposal should be numbered;
 - c. **Paragraph Structure** - Each paragraph in the Proposal should reference the paragraph number of the corresponding section of the RFP and it is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page;
 - d. **Table of Contents** - The Proposal should contain a table of contents, which cross-references the RFP requirements; and,
 - e. **Additional Information** - Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the Proposal and designated as additional material.

Incomplete Proposals or Proposals which lack clarity of content and organization may risk a reduced evaluation score or elimination from consideration.

4. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the critical requirements. “Must” and “shall” identify requirements where absence will have a major negative impact on the suitability of the Project and/or mandatory requirements, which are required by law or regulation and as such they cannot be waived and are not subject to negotiation. This includes any applicable prime award funding flow-down provisions, which are mandatory and/or required as applicable. Any federal standard provisions are an example of mandatory terms and conditions that are not subject to negotiation. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact on the Project and would be useful, but are not absolutely necessary or required. The inability of an Offeror to satisfy a “must” or “shall” requirement does not

automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' Proposal.

5. Each copy of the submitted Proposal contained in a single volume where practical (i.e., binder, stapled, or otherwise secured so that the pages will not easily separate or come loose). All documentation submitted with the Proposal should be contained in that single volume.
6. All expenses involved with the preparation and submission of Proposals to EVMS, or any work performed in connection therewith, shall be borne by the Offeror. No payment(s) will be made for any responses received; or, for any other effort required of or made by the Offeror(s) prior to commencement of work as defined by a fully executed contract.
7. Ownership of all data, materials, and documentation originated and prepared for EVMS pursuant to the RFP shall belong exclusively to EVMS and may be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA) unless a confidentiality or non-disclosure agreement is signed by the parties.

D. Oral Presentation:

Offerors who submit a Proposal in response to this RFP may be invited or required to give an oral presentation of such Proposal to EVMS. This provides an opportunity for the Offeror to clarify or elaborate on the Proposal. This is a fact finding and explanation session only and does not include negotiation. If such oral presentations are deemed appropriate at the sole discretion of EVMS, EVMS will schedule the time and location for such presentations. Oral presentations, including telephone, video/internet conferencing are available at the sole discretion of EVMS and may or may not be conducted.

E. Specific Proposal Instructions:

Proposals should be as thorough and detailed as possible so EVMS may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete Proposal:

1. Return the RFP cover sheet (Attachment A) and all addenda, if any, along with all attachments signed and filled out as required;
2. Completed Entity Data Sheet (Attachment C) attached to the RFP, and other specific items or data requested in the RFP;
3. Contractor must provide proof of insurance via a Certificate of Liability Insurance (COI) to the EVMS Materials Management Contract Specialist upon award of Contract.
4. Address each item in the Statement of Work;

5. Briefly describe what sets your Company/Proposal apart from your competitors;
6. A written narrative statement to include company history and key information relative to offeror's company as it pertains to this RFP;
7. A written narrative describing experience in providing the goods/services described herein, samples from similar projects within the last five (5) years;
8. Provide an organizational chart illustrating the team structure and interrelationships, and provide an executive summary describing the roles and responsibilities of the team members;
9. Provide names, qualifications and experience of key personnel to be assigned to this the project; and,
10. Resumes of key personnel to be assigned to the project;
11. Offeror must provide three (3) references to include contact name, title, company name, email address, phone number, and how long Offeror has been doing business with that company. References from Higher Education, Medical/Health Centers or Research Facilities are preferred. References should be from within the past ten (10) years.
12. Offeror must provide a list of all accounts that have been lost during the past five (5) years including reasoning for cancellation or non-renewal.
13. Specific plans for providing the proposed goods/services, such as:
 - a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.;
 - b. What, when and how the service will be performed and reference to any detailed work plans, milestones and timelines; and,
 - c. Time frame for completion (if not otherwise specified by EVMS in the Statement of Needs);
14. Proposed Price broken down by line-item categories, **as applicable** –

For example:

- Personnel (total hours and hourly rate);
- Travel (including anticipated destinations);
- Laboratory Supplies;

- Equipment;
- Subcontracts; and,
- Indirect Costs & Percentage (%) (if any), or as task-based pricing); and,

15. Internal Revenue Service (IRS) form W-9 for entities based in the United States (US) and appropriate W-8 for non-US based entities, signed by the Contractor’s authorized official (See Section 11, Attachment D for W9/W8 Instructions).

9.0 PROPOSAL EVALUATION

A. Evaluation Criteria

Award of the Contract under this RFP shall be based on a written evaluation of the RFP evaluation criteria below (i.e., score sheet) of each responsible Offeror. Note that failure to provide accurate information required by this RFP may result in a lower score or rejection of the Proposal. EVMS has broad flexibility in fashioning the details of competition for this RFP. This may include conducting on-line Reverse Auctions for certain products within this RFP or setting price targets as part of follow-on negotiations in order to determine the prices that will be used to evaluate the pricing part of your Proposal.

		Point Value
1.	Qualifications and experience of Offerors in providing the services	25
2.	Specific plans or methodology to be used to perform	35
3.	Price	20
4.	References	5
5.	Small, Women, and Minority Vendors (SWaM) (Including SWaM Plan, Attachment F)	15
		Total 100

10.0 GENERAL TERMS AND CONDITIONS

- A. Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. Anti-Discrimination:** By submitting their proposals, offerors certify to the Medical School that they will conform to the provisions of the Civil Rights Act of 1964, as amended as well as the Virginia Fair Employment Contracting Act of 1975 as amended, where

applicable. 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 may be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided.

In every contract, the provisions 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating 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.
 2. The contract will include the provision of 1 above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
- C. Ethics In Contracting: By submitting their proposal, 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 Medical School 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.
- D. Immigration Reform and Control Act of 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- E. Debarment Status: By submitting their proposals, offerors certify that they are not currently debarred, enjoined or suspended by the Commonwealth of Virginia, from submitting bids or 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. Also, offerors certify that they are not on the Department of Health and Human Services (HHS) and Office of Inspector General's (OIG) monthly list of excluded individuals/entities for any mandatory or permissive exclusions.

- F. Antitrust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Medical School all rights, title and interest in and to all causes of 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 Medical School under said contract.
- G. Mandatory Use of Terms and Conditions for RFPs: Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Medical School reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. Clarification of Terms: If any prospective offeror has questions about the specification or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- I. Payment:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number and the contract number.
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods and services provided under this contract/purchase order, shall be billed by the contractor at the contract price, regardless of which department is being billed.
 - d. The date of postmark shall be deemed to be the date of payment in all cases where payment is made by mail.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and materials purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Medical School shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and

the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within sixty (60) days of notification.

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Medical School for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the Medical School and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Medical School, except for amounts withheld as stated in (ii) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Medical School.

- J. Precedence of Terms:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN CONTRACTING IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instance. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- K. Qualifications of Offerors:** The Medical School may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Medical School all such information and data for this purpose as may be requested. The Medical School reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Medical School further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Medical School 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.
- L. Testing and Inspection:** The Medical School reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Medical School.

- N. Changes to the Contract:** Changes can be made to the contract in any of the following ways followed by a change order/revised purchase order:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Department 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 Department a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed subject to the Purchasing Department's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department.
- O. Disputes:** Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the performance of the contract generally or with the changes ordered by the Purchasing Department.
- P. Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Medical School, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Medical School may have.

- Q. Taxes: Sales to the Medical School are normally exempt from State sales tax including prepared meals, catering and all serving charges, food, audio/visual services in connection with catering. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of excise or transportation taxes.
- R. Use of Brand Names: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to a specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Medical School, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable the Medical School 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. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. Transportation and Packaging: By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number.
- T. Insurance: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Medical School of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$1,000,000.

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 Medical School must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
5. Pollution Liability with a minimum limit of \$1,000,000 per claim with no exclusion for mold/fungus/microbial water.
6. Professional Liability (unless otherwise listed below) - \$1,000,000 per occurrence, \$3,000,000 aggregate.

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection	\$1,000,000 per occurrence, \$3,000,000 or Abatement Contractors aggregate
Health Care Practitioner	\$2,000,000 per claim, \$6,000,000 aggregate (to include Dentist, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. Announcement of Award: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the Department of Materials Management will publicly post such on the EVMS Internet web site at www.evms.edu for a minimum of 10 days.

- V. Drug-Free Workplace: During the performance of this contract, the contractor agrees to 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 violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. Nondiscrimination of Contractors: An 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 or disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the Medical School has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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 Medical School shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. Permits and Fees: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the Commonwealth of Virginia. The Offeror must have all necessary licenses to perform the services in Virginia, and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.
- Y. OSHA Standards: All contractors and subcontractors performing services for the Medical School are required and shall comply with all Occupational Safety and Health Administration (OSHA) State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this RFP.
- Z. Equal Employment Opportunity (EEO) Clause for Veterans: An offeror or contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime

contractors and subcontractors to employ and advance in employment qualified protected veterans.

- AA. Equal Employment Opportunity (EEO) Clause for Individuals with Disabilities:** An offeror or contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- BB. Equal Employment Opportunity (EEO) Clause for Individuals based on Race, Color, Religion, Sex, or National Origin:** An offeror or contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against qualified individuals on the basis of race, color, religion, sex, or national origin, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals without regard to their race, color, religion, sex, or national origin.

11.0 SPECIAL TERMS AND CONDITIONS

- A. Advertising:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Medical School will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Medical School has purchased or uses its products or services.
- B. 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 Medical School, whichever is sooner. The Medical School, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.
- C. Best and Final Offer (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s) and no additional information or materials will be accepted for review. The offeror's proposal will be combined with and evaluated according to the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- D. Proposal Acceptance Period:** Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 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 canceled.

Proposals received after the proposal due date and time are late and will not be considered. Modifications received after the proposal due date are late and will not be considered. Letters of withdrawal received either after the proposal due date or time, or after contract date, whichever is applicable, are late or will not be considered.

- E. RFP Postponement/Cancellation:** The Medical School may, at its sole and absolute discretion, reject any and all, or parts of any or all proposals; re-advertise this RFP;

postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

- F. Cancellation of Contract:** The Medical School reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. Identification of Proposal Envelope:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

_____	_____	_____
Name of Offeror	Due Date	Time
_____		_____
Street or Box Number		RFP No.
_____		_____
City, State, Zip Code		RFP Title

Name of Contract/Purchase Officer or Buyer		

The envelope should be addressed as directed on Page 2 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- H. Indemnification:** Contractor agrees to indemnify, defend and hold harmless the Medical School, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the Medical School or to failure of the Medical School to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

- I. Accuracy/Competition: By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP may ultimately result in rejection of the proposal.

Furthermore, the Medical School has broad flexibility in fashioning the details of competition for this RFP. This may include conducting on-line Reverse Auctions for certain products within this RFP or setting price targets as part of follow-on negotiations in order to determine the prices that will be used to evaluate the pricing part of your proposal.

- J. Additional Cost: No service fees or additional costs will be invoiced to the Medical School by the contractor during the term of the contract except as allowed for in the contract.

- K. Bonds: By submitting a proposal, offerors confirm that the company and subcontractors involved in construction or facility improvements exceeding \$100,000 will provide the following:

1. A bid guarantee equivalent to five percent of bid price as assurance that the bidder upon acceptance of his bid, execute such contractual documents as may be required within the time specified. **Proposals submitted without required bid bond will be rejected.**
2. A performance bond on the part of the offeror for 100 percent of the contract price to secure fulfillment of all the offerors obligations under such contract.
3. A payment bond on the part of the offeror for 100 percent of the contract price to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
4. Bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223, "Surety Companies Doing Business with the United States".

12.0 CONTRACT NEGOTIATION

- A. Based on evaluation of the Proposals, one or more successful Offerors will be selected. Award of the contract shall be made to the Offeror(s) deemed to be fully qualified and best suited for the project based on the evaluation criteria set forth herein. EVMS will select the Proposal determined during the evaluation of the timely submitted Proposals to be the most advantageous in meeting the specifications as outlined under this RFP. This may or may not be the Offeror that presented the lowest costs/price.
- B. EVMS will request a copy of the contract from the Offeror. If the Offeror does not have a template, an EVMS contract will be provided.
- C. General Terms and Conditions that are added or modified from EVMS approved terms and conditions shall require EVMS approval.

- D. Special Terms and Conditions added to or deviating from EVMS approved terms and conditions shall require EVMS approval.
- E. Non-Negotiable Terms and Conditions.

By submitting a response to this RFP the Offeror agrees that it, and any subcontractors that Offeror shall utilize to fulfill the Contract Workslope, shall be subject to mandatory standard provisions that flow-down from the prime award made to EVMS by the Federal Government or private funders applicable to that contract under the prime award and that it must certify compliance with certain federal laws/guidelines, as applicable, including, but not limited to the following:

1. ***Equal Employment Opportunity (EEO) Clause for Veterans.*** An offeror or contractor shall abide by the requirements of *41 CFR 60-300.5(a)*. This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
2. ***Equal Employment Opportunity (EEO) Clause for Individuals with Disabilities.*** An offeror or contractor shall abide by the requirements of *41 CFR 60-741.5(a)*. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
3. ***Equal Employment Opportunity (EEO) Clause for Individuals based on Race, Color, Religion, Sex, or National Origin.*** An offeror or contractor shall abide by the requirements of *41 CFR 60-1.4(a)*. This regulation prohibits discrimination against qualified individuals on the basis of race, color, religion, sex, or national origin, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals without regard to their race, color, religion, sex, or national origin;
4. ***Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)***, as supplemented by Department of Labor regulations (*29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”*), prohibiting the Contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part or compensation to which otherwise entitled;
5. ***Davis-Bacon Act***, as amended (*40 U.S.C. 276a to a-7*) and as supplemented by Department of Labor regulations (*29 CFR part 5, “Labor Standards Provisions applicable to Contracts Governing Federally Financed and Assisted Construction”*), regulating wages to laborers and mechanics;

6. ***Contract Work Hours and Safety Standards Act*** (40 U.S.C. 327-333) as supplemented by Department of Labor regulations (29 CFR part 5), regulating laborer and mechanic work hours and safety standards;
 7. ***Rights to Inventions Made Under a Contract or Agreement*** – (37 CFR part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Grants, Contracts and Cooperative Agreements,*” providing for the invention rights of the Parties and the Federal Government;
 8. ***Clean Air Act*** (42 U.S.C. et seq.) and the Federal Water Pollution Control Act (33 U.S.C 1251 et seq.) as amended related to applicable standards under said regulations; and,
 9. ***Worker’s Compensation Insurance*** (42 U.S.C. 1651, et seq.) requiring worker’s compensation insurance for contracts, which require performance outside the United States as applicable per the circumstance of each particular contract.
- F.** All EVMS contracts are subject to prime funding constraints and applicable federal and state laws, regulations, guidelines as well as EVMS policies and procedures. If EVMS and the Offeror(s) are unable to agree on the negotiated contract terms and conditions, EVMS may elect to terminate negotiations and begin negotiations with the second best ranked Offeror and so forth. If those negotiations do not result in mutually acceptable contract terms and conditions, the negotiations with the next best qualified Offeror(s) will continue until there is an executed contract, there are no more Offerors to negotiate with based on submitted/complete Proposals or EVMS, at its sole discretion, terminates the RFP. No Offeror shall have any claims and/or rights against EVMS arising from such negotiations and/or the RFP evaluation or overall process.
- G.** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO) along with an executed copy of the negotiated contract with the understanding that all contracts funded under prime awards to EVMS by the United States Government, private foundations or other nonprofit organizations may be subject to availability of funds. Under these circumstances, there may be additional approval requirements required by the funding federal agency, private foundation or other organization. After submitting the BAFO and/or the Contract is fully executed, no further negotiations shall be conducted with the Offeror(s). In the case of BAFO submission, the Offeror’s Proposal will be rescored to combine and include the information contained in the BAFO. EVMS will base its final decision regarding the contract award on the final evaluation, which will include the BAFO.
- H.** Cancellation of Contract.
EVMS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, unless otherwise negotiated under the contract, upon thirty (30) days prior written notice to the contractor. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

13.0 AWARD

- A.** Upon the announcement of the decision to award under this RFP, the EVMS Department of Materials Management will publicly post such notice on the EVMS Internet web site at <https://www.evms.edu> for a minimum of ten (10) days. EVMS will contact each successful Offeror with additional post-award information as deemed appropriate per award.
- B.** While it is the intent of EVMS to award only one contract. EVMS reserves the right to not make an award or to award multiple contracts, if deemed in the best interest of EVMS or as required under the applicable prime funding award. All decisions made by EVMS are final. In addition, EVMS reserves the right, in its sole and absolute discretion, to:
1. Issue or not reissue a subsequent RFP if no award is made;
 2. Not select any Offeror that submitted a Proposals
 3. Make a partial award;
 4. Modify, change or reduce the scope of work for this RFP; and/or
 5. Waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

14.0 ATTACHMENTS:

- Attachment A – RFP Coversheet
- Attachment B – Offeror RFP Certification
- Attachment C - Entity Data Sheet
- Attachment D – W9/W8 Instruction Sheet
- Attachment E – Contractor’s License & Insurance Information
- Attachment F – Small, Woman and Minority-Owned (SWaM) Business Subcontracting Plan
- Attachment G – Pricing Schedule
- Attachment H – Resumes of GC Team Personnel
- Attachment I – Previous Project Experience Profiles
- Attachment J – Pre-proposal Question Form
- Attachment K – Proprietary/Confidential Information
- Attachment L – Damuth Trane Proprietary Proposal and Scope of Work
- Exhibit 1 – Drawings
- Exhibit 2 – Project Manual

ATTACHMENT A

**RFP
Coversheet**

From: _____

Due Date: _____

Approximate Time: _____

Address: _____

Contractor's Project Manager: _____
(Name / Title)

Project Title: _____

ATTACHMENT B

Offeror RFP Certification

RFP Number: _____

Issue Date: _____

Project Title: _____

Name of Entity: _____

Street Address: _____

State/ Zip Code: _____

Federal Employer Identification Number (FEIN): _____

Foreign Identification Number (FIN), if applicable: _____

Data Universal Numbering System # (DUNS): _____

By signing below, I hereby certify that:

1. I have the authority to submit the attached Proposal and am the authorized signatory for the entity listed above;
2. The terms and conditions of this RFP are accepted by the entity listed above and all good/services will be provided in accordance with the attached Proposal; and,
3. All information provided in the attached Proposal is true and correct to the best of my knowledge, information and belief.

Signature By: _____

Date: _____

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ATTACHMENT C

Entity Data Sheet

Please complete the following information:

1. **Entity Name:** _____

2. **Signatory Name:
& Title** _____

3. **Address:** _____

4. **Primary Negotiation
Point of Contact**
Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

5. Is the entity registered in System for Award Management (SAM), formerly known as the Central Contractor Registration (CCR)? Registration in SAM is required under 2 CFR 25 unless the entity is exempt under 2 CFR 25.110.

Yes _____ No _____ Expiration Date: _____

6. **Entity DUNS Number:** _____
7. **Entity Employer Identification Number(EIN):** _____
8. **Commercial and Government Entity Code, if applicable (CAGE):** _____

9. **Past Work Experience:** *(Past work experience in general and as it pertains to the Proposal submitted in response to an RFP or an RFQ.)*
10. **Key Personnel:** (List Names and Titles and attach resumes).
11. **Professional references:** Please include length of time Offeror has been providing this type of service and what year the service was provided).
12. **Small Business Status (Check all that apply):** Offeror claiming status in one of the categories below must be registered with an authorizing agency, such as the Small Business Administration or Department of Small Business and Supplier Diversity. A copy of the certificate(s) must be provided.
- Small Disadvantaged Owned Business (SDB)
 - Woman Owned Small Business (WOSB)
 - Veteran Owned Small Business (VOSB)
 - Minority Owned Small Business (MOSB)
 - HubZone Small Business (HSB)
 - Service Disabled Small Business (SDVOSB)
 - Small Business (SB)
 - Not Applicable (NA)

ATTACHMENT D

Commonwealth of Virginia Substitute W9/W8 Instruction Sheet

We now require that your firm complete and return the Commonwealth's W9 to ensure we have the most up-to-date information in our records. The link to the W9 form is located [at https://www.doa.virginia.gov/forms/CVG/W9_COVSubstitute.pdf](https://www.doa.virginia.gov/forms/CVG/W9_COVSubstitute.pdf).

The links are provided for your convenience but it is the responsibility of your organization to submit the correct form with your request. Please see the below for links to examples of Taxpayer Information Forms:

IRS Form – W8 (foreign entities not based in the US)

There are several types of W8 forms that are available. See the following as an example of one type of W8 that is frequently used:

<http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>.

ATTACHMENT E

**Contractor's License & Insurance Information
(COPIES OF ALL LICENSES AND INSURANCE CERTIFICATES MUST BE PROVIDED)**

Contractor's License:

- 1. Virginia Contractor's License Number: _____
- 2. Class: _____
- 3. Specialty Codes: _____
- 4. Expiration Date: _____

Insurance Information:

- 1. Producer Of Insurance: _____
- 2. Name and Address of Insured: _____

- 3. Commercial General Liability: ___ YES ___ NO
-Policy Number _____
-Effective Dates _____
- 4. Automobile Liability: ___ YES ___ NO
-Policy Number _____
-Effective Dates _____
- 5. Workers Compensation: ___ YES ___ NO
-Policy Number _____
-Effective Dates _____
- 6. Property Insurance: ___ YES ___ NO
-Policy Number _____
-Effective Dates _____

ATTACHMENT F

Small, Woman and Minority-Owned (SWaM) Business Subcontracting Plan

Offeror: _____

Address: _____

Solicitation Number: _____

Supplies or services offered: _____

Total estimated cost of subcontract to SWaM Businesses: \$ _____

Period of Performance From: _____ To: _____

1. We plan to subcontract the following principal types of supplies and services to SDB, WOSB, VOSB, MOSB, HSB, SDVOSB, SB (reference Attachment C – Section12)

Name of Subcontractor	Types of Supplies/Service	Type of SWaM Business	Certification #

***It is the policy of the Medical School to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minorities, and service-disabled veterans, and to encourage their participation in the Medical School's procurement activities. **Toward that end, the Medical School has set a goal of minimum 42% spend with SWaM businesses.** The Medical School encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts, or other contractual opportunities. Offerors are asked, as part of their submission, to identify and describe any planned use of such business in fulfilling this contract.*

2. We developed the SWaM business subcontracting principles in 1 above by the following methods. Explain how they are to be used and identify any source list used.

3. Identify the overall goals you plan to accomplish by instating this SWaM business subcontracting plan.

4. The employee who will administer our subcontracting program is:

Name: _____
Title: _____
Address: _____
Telephone: _____

The administrator's duties include:

5. We will make the following internal/external efforts to ensure that SDB, WOSB, VOSB, MOSB, HSB, SDVOSB, SB have an equitable opportunity to compete for subcontracts by:

6. We will maintain the following types of records to document our efforts to solicit small businesses as it relates to this SWaM business subcontracting plan:

ATTACHMENT G

Pricing Schedule

In compliance with and subject to your Request for Proposals and the documents therein specified, all of which are incorporated herein by reference, the undersigned proposer agrees to furnish all labor, equipment, and materials and perform all work necessary for construction of this project, in accordance with the Plans and Specifications dated March 26, 2024, and the Addenda noted below, as prepared by Clark Nexsen, 4525 Main Street, Suite 1400, Virginia Beach, VA 23462 for the consideration of the following amount:

BASE PRICE:

Lump sum price for construction of the project complete, and in accordance with the Plans and Specifications:

BASE PRICE = _____ Dollars (\$ _____)

The undersigned agrees that it will use as the subcontractor for Work under Sections 23 36 00 "Air Terminal Units", 23 09 23 "Direct Digital Control (DDC) System for HVAC" and 23 09 23.11 "Control Valves" and for related Work shown on the drawings, Damuth Trane, a subcontractor selected by the Owner, for a subcontract price of

Seventy Thousand One-Hundred and Sixty Dollars \$ 70,160.00

and that this quote has been included in the BASE PRICE AMOUNT above. The undersigned agrees that it will be responsible for this subcontractor and its work just as if it had been selected by the undersigned.

The undersigned understands that time is of the essence and agrees that the date for Substantial Completion of the entire project shall be on or before **November 29, 2024** based on a Notice authorizing Work to proceed on or before **May 31, 2024**, and Final Completion shall be achieved within 30 consecutive calendar days after the date of Substantial Completion as determined by the A/E.

ATTACHMENT H

Resumes of GC Team Personnel

The Proposal must include a complete set of resumes of all key proposed GC team members. For each individual, each resume should clearly state the following:

- Title (Principal, Project Manager, Superintendent, Safety Manager, etc.).
- Number of years of experience in the construction industry.
- Number of years (tenure) with the Offeror's organization.
- A summary of post-secondary education, including the name(s) of the 4- year institution(s) from which the individual graduated and the year(s) of graduation.
- A summary of any post-secondary education training outside of a 4-year college or university curriculum.
- A listing of professional registrations, including registration numbers and dates the respective registrations were first obtained, per state, along with any certifications relevant to the individual's proposed function on the project.
- A list of any professional/trade organization affiliations and associations in which the individual actively participates.
- A listing of relevant Project experience, including, for each respective Project, the name of the client (if confidential, designate accordingly), city/state in which the Project was located, a brief description of the responsibility/responsibilities held, a brief narrative of the work produced directly by the individual on the Project and the dates of assignment to each respective Project.
- A list of client references that can be contacted to obtain an assessment of the individual's competencies and capabilities versus the position(s) for which the individual is proposed to serve on the Project.

**The personnel designated in the management summary for key positions shall not be changed except with the permission of the Medical School. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the Medical School. The Medical School shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under the final executed agreement, or a reduction in the quantity or quality of the Service by this RFP.

ATTACHMENT I

Previous Project Experience Profiles

The Proposal must include a description of at least four Projects completed within the past eight years with a similar size, scope, cost and complexity to the referenced construction Project. Each Project should include the following minimum information:

- Project name.
- Client (i. e., company/corporate) name.
- Project location (address, city, state).
- Name, title, address, telephone number, fax number and e-mail address of the client's representative most responsible for directing the affairs of the GC team on the Project.
- Type of facility
- Size of the facility in terms of square footage and number of floors.
- Total Project cost (design, construction, general conditions and all "soft" costs). If this type of information is treated by the client as confidential, then state as such.
- The dollar-per-square-foot value of the completed facility represented in terms of total installed cost (TIC) divided by the gross square footage of the finished constructed facility.
- The Architect/Engineer for the Project, including the name, address, telephone number, fax number, pager or cellular telephone number and e- mail address of the Architect/Engineer firm's Principal-in-Charge or Project Manager.
- The identity of the GC's office (headquarters, regional, local) location that primarily delivered the Project.
- The names of the following individuals with the Offeror's organization assigned to the Project:
 1. Project Executive (ranking person assigned to the Project).
 2. Project Manager (if different from the Project Executive).
 3. Project Superintendent.
 4. Project Safety Manager.
 5. Project Quality Manager.
 6. Project Scheduling Manager
 7. Project Chief Estimator.

ATTACHMENT J

Preproposal Question Form

(Use separate Form for each question submitted.)

Date: _____

Project Title: Renovations to Hofheimer Hall, 2nd Floor, Gynecology – EVMS, Norfolk, VA

Project Code No.: N/A

The following question concerns Drawing Sheet (number) _____:

The following question concerns Specifications Section (number) _____, page _____, paragraph _____:

All responses to questions will be made by Addendum.

Question submitted by: _____

Name

Organization

Proposers shall submit form to: _____

Name

Organization

Email address: _____

or

FAX No.: () _____



PROPOSAL

ATTACHMENT L
RFP# 24-EVMS-01-NWD

1100 Cavalier Blvd.
Chesapeake, VA. 23323
(757) 558-0200
(757) 558-9715 Facsimile
(800) 768-4257 Toll Free

Customer
Clark Nexsen

Number
24-044

Date
2/27/2024

Job Name
EVMS Hofheimer Hall Renovation

Attention: John Banschenbach
TEL: (757) 455-5800

Damuth Services, Inc. is pleased to provide this proposal for the following work: Provide Trane DDC System including materials, engineering, and installation per mechanical project plans dated 12/22/2024.

Includes:

- Modification existing Trane Controls System to add/subtract Variable Air Volume Terminal units
- Provide Twelve (12) Variable Air Volume Terminal Units as scheduled with Hot Water Reheat and Factory mounted controls. (Mechanical Installation by others)
- Control of Twelve (12) New Fan-Powered Variable Air Volume Terminal Units with Hot Water Reheat
- Providing and wiring Hot Water Reheat Valves for New Variable Air Volume Terminal Units
- Providing and wiring space temperature sensors for New Variable Air Volume Terminal Units
- Modification of custom-building graphics from building floor plans
- Demolition of Seven (7) Existing Variable Air Volume Terminal Unit controls, zone temperature sensors and associated control wiring
- Patching existing data link daisy chain
- Programming and software set-up by Trane Controls Technician
- All work performed during normal business hours.
- Any wiring needed to be installed per NEC
- Controls schematics and wiring diagrams
- Commissioning assistance for third-party commissioning agent
- One (1) year labor and materials warranty

Does Not Include:

- Any Power Wiring
- Davis Bacon Wages
- Any work associated with exhaust fans
- Smoke Detectors, wiring or interface with Fire Alarm Control Panels
- Installation of control valves and associated piping
- Temporary Building Control

Note: Work is to be performed during normal working hours Monday - Friday 8:00AM to 4:30PM

Damuth Trane's price for the proposed work is\$70,160.00

Prices quoted are FIRM.



If estimates, Damuth Trane reserves the right to revise this quote as the work progresses and we acquire knowledge not available at the time of quote. Customer will be advised at that time of any change and before work progresses.

Authorized
Signature _____



Mike Nifong
Account Manager

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature _____

Date of Acceptance _____

P.O. # _____

Price includes all taxes. See attached for terms and conditions of sale upon which this proposal is based.

General Terms and Conditions

1. **Acceptance and Prices.** This proposal is subject to acceptance within thirty (30) days from submittal date.
2. **Contract Price and Taxes.** The contract price includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by Damuth Trane. Equipment sold on an uninstalled basis and any taxable labor does not include sales tax and taxes will be added.
3. **Construction Procedures.** Damuth Trane shall supervise and direct the work using its best skill and attention and have exclusive control over constructions means, methods, techniques, sequences and procedures.
4. **Payment.** The account is due and payable thirty (30) days from date of invoice. Finance charges of 1½% per month are assessed on account balances after thirty (30) days. In the event the account must be referred to an outside agency for collection, the buyer agrees to pay all fees, including reasonable attorney's fees, incurred in the collection of the amounts due and otherwise enforcing these terms and conditions. Damuth Trane may invoice the Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. Damuth Trane may progressively bill the Customer at different stages of completion for work performed. No retention shall be withheld from any payments except as expressly agreed in writing by Damuth Trane, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Damuth Trane may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. The Customer shall be liable to Damuth Trane for all reasonable shutdown, standby and start-up costs as a result of the suspension.
5. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Damuth Trane, all dates provided by Damuth Trane or its representatives for commencement, progress or completion are estimates only. While Damuth Trane shall use commercially reasonable efforts to meet such estimated dates, Damuth Trane shall not be responsible for any damages for its failure to do so.
6. **Access.** Damuth Trane and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by Damuth Trane and acceptable to the work site owner or tenant for the performance of the work, including sufficient areas for staging, mobilization, and storage. Damuth Trane' access to correct any emergency condition shall not be restricted.
7. **Warranty and Liability.** Damuth Trane will complete all work in a workmanlike manner according to standard trade practices and will guarantee our services for one (1) year from completion, subject to the exclusions and conditions set out below.
 - A. All parts and equipment supplied by Damuth Trane carry the manufacturer's warranty. Damuth Trane does not separately warrant parts and equipment.
 - B. The owner/operator has the responsibility and obligation to supply proper and adequate power to the equipment covered by this warranty and to operate it properly according to the manufacturer's instructions. This parts and labor warranty does not apply if failure is caused by power deficiency, lightning, single phasing, phase reversal, negligent operation or maintenance, or circumstances beyond the control of Damuth Trane, such as vandalism, fire, or acts of God.
 - C. No liability whatsoever shall be attached to Damuth Trane until the products or services have been paid for and then said liability shall be limited to the purchase price.
 - D. THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES EXPRESSED OR IMPLIED IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEROF.
8. **Utilities During Construction.** The Customer shall provide without charge to Damuth Trane all water, heat and utilities required for performance of the work.
9. **Concealed or Unknown Conditions.** In the performance of the work, if Damuth Trane encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the work, Damuth Trane shall notify the Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Damuth Trane' cost of, or time required for, performance of any part of the work, Damuth Trane shall be entitled to, and the Customer shall consent by change order to, an equitable adjustment in the contract price, contract time, or both.
10. **Environmental Hazards and Dangerous Substances.** This proposal expressly excludes any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of this agreement elsewhere contained which may authorize or empower the purchaser to change, modify, or alter the scope of work or services to be performed by Damuth Trane shall not operate to compel Damuth Trane to perform any work related to hazards without Damuth Trane' express written consent.
11. **Indemnification.** Damuth Trane agrees to indemnify and hold harmless the Customer from any and all claims and liability for personal injury or property damage resulting from the acts of negligence or other misconduct by Damuth's employees. Customer likewise agrees to indemnify Damuth from any and all claims and liability for personal injury or property damage resulting from negligence or other misconduct by Customer's employees. If the parties are both at fault, then this obligation to indemnify shall be proportionate to the relative fault of each party. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES. IN NO EVENT SHALL DAMUTH TRANE BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.
12. **Insurance.** Upon request, Damuth Trane will furnish evidence of its standard insurance coverage. If the Customer has requested to be named as an additional insured under Damuth Trane' insurance policy, Damuth Trane will do so but only to the extent of Damuth Trane' indemnity assumed under the indemnity provision contained herein. Damuth Trane does not waive any rights of subrogation.