



EVMS

**MATERIALS
MANAGEMENT**

Request for Proposal (RFP)

**Professional Full-Service Architect/Engineering
Design Services - Architectural, Mechanical,
Electrical, Plumbing, Civil, and Geo-technical**

RFP# EVMS ENGSVCS22-101

RFP Draft Date: July 27, 2021

REQUEST FOR PROPOSAL (RFP)

RFP Number: EVMS ENGSVCS22-101
(INTERNAL REFERENCE ONLY: BV22-3)

Issue Date: July 28, 2021

Project Title: **PROFESSIONAL FULL-SERVICE ARCHITECT/ENGINEERING DESIGN SERVICES (Architectural, Mechanical, Electrical, and Plumbing, Civil, and Geo-Technical)**

Issuing Department: Department of Materials Management

Location Where Products Will Be Delivered: Eastern Virginia Medical School Campus Norfolk, VA

Initial Contract Term: Three (3) years with two optional one-year extensions

Due Date for RFP Questions: August 13, 2021 at 4:00 PM EDT

Due Date (Sealed Proposals will be received Until): **August 25, 2021 at 2:00 PM EDT**

Additional RFP Information: Addenda and Amendments to this RFP will be posted on the following EVMS website:

http://www.evms.edu/about_evms/administrative_offices/materials_management/solicitations/

Please direct all inquiries for information about this RFP, in writing, to the **Materials Management Contract Specialist** at the following email address: Neal Dewing @ DewingNW@evms.edu

NO QUESTIONS WILL BE ANSWERED BY PHONE

EVMS will post all questions and responses on:

http://www.evms.edu/about_evms/administrative_offices/materials_management/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:

http://www.evms.edu/about_evms/administrative_offices/materials_management/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: EVMS ENGSVCS22-101

714 Woodis Avenue

Norfolk, VA 23510

Hand Delivery

EVMS, Materials Management

Subject: RFP No: EVMS ENGSVCS22-101

711 Southampton Avenue

Norfolk, VA 23510

E-Mail Delivery

Subject Line on Email:

RFP EVMS ENGSVCS22-101

EVMS Contract Specialist, Neal Dewing

DewingNW@evms.edu

TABLE OF CONTENTS**PAGE**

1.0	Purpose	4
2.0	Background	4
3.0	Statement of Needs / Scope of Work	4
4.0	Pricing Schedule	8
5.0	Method of Payment	8
6.0	Invoices, Reporting and Delivery Instructions	9
7.0	Proposal Preparation and Submission Instructions	9
8.0	Proposal Evaluation	16
9.0	General Terms and Conditions	18
10.0	Special Terms and Conditions	26
11.0	Contract Negotiation	28
12.0	Award Announcement	30
13.0	Attachments	
	• Attachment A – RFP Coversheet	32
	• Attachment B – Offeror RFP Certification	33
	• Attachment C - Entity Data Sheet	34
	• Attachment D – W9/W8 Instruction Sheet	36
	• Attachment E – Contractor’s License & Insurance Information	37
	• Attachment F – SWaM Business Subcontracting Plan	38
	• Attachment G – Pricing Schedule	40

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 the purchase of the following professional services:

- A. Professional Architectural/Engineering Services
- B. Professional Mechanical, Electrical, Plumbing Engineering Services
- C. Professional Civil Engineering and Surveying Services
- D. Professional Geo-Technical Engineering Services

EVMS often needs professional engineering design assistance for discrete, small projects such as investigations, studies, reports, design and related services. Projects can and will range in size and scope. Projects may be new construction and/or renovation.

The aim of this RFP is to establish rate agreements with one or more Engineering firm(s) who will agree to be available to provide these services in a timely manner, thereby reducing the cost and time for advertising and developing numerous RFP's, and generally to increase the EVMS's efficiency in obtaining professional services. This advertisement/selection process may be used to establish rate agreements with more than one (1) offeror. The Contractor(s) selected shall provide professional services in accordance with Section 3.0, Scope of Work.

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

Professional Full Service Architectural/Engineering Services:

The selected firm(s) may provide any one or more of the services as described below:

The selected A/E shall furnish all expertise, labor and resources, in accordance with the requirements of the A/E Manual, to provide complete services necessary for Project Order(s) issued during the Contract Term. The following generally summarizes the types of scopes of services that the A/E may be required to perform, depending on the individual Project Orders:

- A. Provide evaluations, analysis, recommendations, cost and time estimates, reports, feasibility studies, preparation of schematic or preliminary designs, field inspections and investigations, and code compliance investigation for full service architectural and/or engineering projects, to include, but not limited to architectural, structural, mechanical, electrical, plumbing and civil engineering projects.
- B. Develop a Preliminary Design submission consistent with the requirements of the A/E Manual. Respond to all DEB and other review agency comments and resolve outstanding design issues prior to submission of construction documents.
- C. Provide complete contract documents for small project designs in accord with the procedures of the A/E Manual for projects assigned by the Project Order.
- D. Provide services to investigate problems and prepare recommendations for corrective action.
- E. Prepare an A/E cost estimate for proposed projects.

F. Prepare feasibility studies for proposed projects.

G. Other types of professional services of a nature consistent with the intent of the RFP.

Professional Full Service Engineering Services:

A. Provide engineering services as necessary for, but not limited to, the following areas:

1. Land development, land redevelopment, storm water systems design, storm water management designs, roadway and parking lot designs, parking garages design, pavement analysis and design, signage, traffic flow studies, utility design, erosion and sediment control plans, surveying, and related cost estimating.
2. Structural engineering and design, forensic investigative engineering, building envelope analysis and design, and building/building systems condition assessments.

B. Periodic construction observations to verify compliance with plans and specifications, and miscellaneous engineering services required to provide a complete project.

C. Evaluation, analysis, recommendations, cost and time estimates, reports, permits, preplanning studies, preparation of preliminary and/or contract documents (including working drawings and specifications), field inspections and investigations, shop drawing reviews, resolution of construction issues, coordination with permitting agencies, coordination with utilities, and coordination with other on call consultants as necessary.

D. Land use planning activities, completion of facility condition assessments, and project development and delivery of grant funded projects.

E. Other types of professional services of a nature consistent with the intent of the Request for Proposal as so directed by EVMS.

F. Demonstrated ability to deliver individual projects within development programs with a demonstrated ability to work with multiple firms.

G. EVMS does not represent or guarantee any amount of service or work orders. Performance on service orders assigned may impact the potential award of future service orders.

Mechanical, Electrical, Plumbing (MEP) Engineering Services:

The selected Offeror shall furnish all expertise, labor and resources to provide complete services necessary for Project Order(s) issued during the Contract Term. The following generally summarizes the types of scopes of services that the Engineer may be required to perform, depending on the individual Project Orders:

A. Provide evaluations, analysis, recommendations, cost and time estimates, reports, feasibility studies, preparation of schematic or preliminary designs, field inspections and investigations, and code compliance investigation for Mechanical, Electrical, and Plumbing (MEP) engineering projects. Other disciplines such as Architectural or Structural may be a part of these projects, and as part of the negotiations with the selected firm, the Owner may

request hourly rates for these disciplines, but the preponderance of work associated with each Project Order should primarily be MEP in nature.

- B. Develop a Preliminary Design submission consistent with the requirements of the Virginia Construction and Professional Services Manual. Respond to all DEB and other review agency comments and resolve outstanding design issues prior to submission of construction documents.
- C. Provide complete contract documents for small project designs for projects assigned by the Project Order.
- D. Provide services to investigate problems and prepare recommendations for corrective action.
- E. Prepare an engineering cost estimates for proposed projects.
- F. Prepare feasibility studies for proposed projects.
- G. Provide specialized services via other firms as necessary (sub-consultants).
- H. Other types of professional services of a nature consistent with the intent of the RFP.
- I. Provide specialized services via other forms as necessary.
- J. EVMS does not represent or guarantee any amount of service or work orders. Performance on service orders assigned may impact the potential award of future service orders.

Any project order for a feasibility study, programming, or bridging documents issued pursuant to the Contract shall not include the right to extend the A/E's scope of services to include full design and construction period services and shall not be considered as preparation of an RFP for services. The A/E completing such project order shall not be prohibited from participating in competitive negotiation procurement for such future services.

Geotechnical Engineering Services

The selected Offeror shall furnish all expertise, labor and resources to provide complete services necessary for Project Order(s) issued during the Contract Term. The following generally summarizes the types of scopes of services that the Engineer may be required to perform, depending on the individual Project Orders:

- A. Provide services as necessary for, but not limited to, the following areas:
 - 1. Professional geotechnical engineering and design services including materials testing and borings.
 - 2. Professional environmental engineering and design services including environmental testing.

- B. The firm must demonstrate capability to service aggressive construction schedules.
- C. Periodic construction observations to verify compliance with plans and specifications.
- D. Other types of professional services of a nature consistent with the intent of the Request for Proposal as so directed by EVMS.
- E. Demonstrated ability to deliver individual projects within development programs and in working with multiple engineering consulting firms.
- F. All services must be in accordance with the applicable provisions of the Virginia Construction and Professional Services Manual.
- G. EVMS does not represent or guarantee any amount of service or work orders. Performance on service orders assigned may impact the potential award of future service orders.

4.0 PRICING SCHEDULE

Offeror will submit rates as specified in Attachment G.

5.0 METHOD OF PAYMENT:

Language for Entities in the United States:

Payment to Contractor:

- K. 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.
- L. Offeror cannot charge fees to accept ePayables.
- M. 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.
2. Final Technical Report	Forty-five (45)Fifteen (15) days after completion and acceptance by EVMS or expiration or termination of the contract. [If oral presentation of the final report is required it should be stated in this section.]

7.0 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: **EVMS ENGSVCS22-101**
714 Woodis Avenue
Norfolk, VA 23510

Hand Delivery

Eastern Virginia Medical School
Materials Management
Subject: RFP No: **EVMS ENGSVCS22-101**
711 Southampton Avenue
Norfolk, VA 23510

E-Mail Delivery

Subject Line on Email:
RFP EVMS ENGSVCS22-101
Send To: EVMS Contract Specialist, Neal Dewing
DewingNW@evms.edu

B. RFP Submission:

1. **Complete Submissions:**

Except as provided for under the Proposal Preparation Section, 7.0 (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: DewingNW@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 complete 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 contact 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).

F. Instructions for Evaluation Criteria (see RFP Section 8.0)

1) Relevant Firm Experience

A/E Firm qualifications shall indicate the Firm's experience for a minimum of three (3) Higher Education DEB reviewed/approved full-service architectural / engineering service contracts held in the last 10 years that illustrate projects consistent with the Scope of Services detailed in Section V of this RFP.

While the Owner prefers Term Contract experiences, an Offeror may cite project specific contracts which demonstrate the capacity for timely and satisfactory completion of tasks detailed in the Scope of Services:

- a. Title of the Term Contract or Other Project Design Contract;
- b. The Number of Project Orders/Work Orders Issued Under the Contract for term contracts;
- c. Dollar Range of the Project Orders and Total Value of the Contract;
- d. Duration of the Contract;
- e. If a Term Contract, when the Contract was Last Held;
- f. If a Term Contract, why the Contract is No Longer Held;
- g. Owner Agency;
- h. Owners Contact Information to include:

Point of Contact
Address
Phone Number
E-mail Address

- i. For Term Contracts, list the three (3) Project Orders that are most similar in scope to the kinds of tasks outlined in Section V of this RFP and provide brief descriptions of each Project Order to include:
 - i. Title of the Project Order;
 - ii. Scope of the Project Order;
 - iii. Value of the Project (A/E Cost and Actual Construction Cost);
 - iv. Outcome/Results of the Project.
- j. For Other Project Design Contracts, provide a brief description of each project, to include:
 - i. Title of the Contract;
 - ii. Scope of the Contract including an explanation of how the scope relates to the type of tasks found in Section V of this RFP and demonstrates the Offeror's capacity for timely and satisfactory completion of tasks such as those detailed in the Scope of Services;
 - iii. Value of the Project (A/E Cost and Actual Construction Cost);
 - iv. Outcome/Results of the Project.

This section will be tabbed and labeled as Relevant Firm Experience.

2) Team Composition - Capability and Skill

Describe in detail (resume format) the relevant experience and expertise of each Team member, to include sub-consultants, that have been designated as key personnel for this Term Contract and specifically their capability and skills in the area of Higher Education, as well as public sector experience. (Firms without in-house civil, structural and MEP capability must, at a minimum, provide these sub-consultants, describing the Team's past work experience / projects with the sub-consultants) Individuals listed must be committed to this contract for its duration unless excused by the Owner in writing. This requirement is non-negotiable. Describe the availability of staff and consultants to work on this Contract and provide the number of employees, number of management and key staff members in each area of major disciplines during the performance under the contract.

This section will be tabbed and labeled as Team Composition.

3) Project Approach, Methodology and Administration

Provide a narrative that identifies the role of key personnel assigned to this contract and describes the Offeror's team approach to a Project Order. Specifically discuss how it proposes to work with the Owner to understand scope, stakeholders and project goals. Detail how information will be communicated during execution of Project Orders; if the means of communication will vary depending on project type, describe how. Indicate if the proposed Team will use a project web site or other industry software to facilitate communications. If multiple branches of the Offeror's firm or sub-consultants will help fulfill the requirements of the Term Contract, fully detail which office/branch will take the lead on the Contract; where the Project Manager is located; and the location of all key personnel assigned to the contract.

Identify the member of the firm primarily responsible for Contract Administration (CA) support and the team supporting the CA. Respondent will provide a narrative outlining its normal CA processes and specifically those for addressing problems arising in the field. Additionally, Offerors shall provide the firm's standard timeframes for site visits to resolve CA issues, and RFI responses which will apply to the CA of this project.

Identify the team member(s) primarily responsible for ensuring quality assurance, and the methods utilized to eliminate code issues, design errors and omissions.

This section will be tabbed and labeled as Project Approach, Methodology and Administration.

4) SWAM Data

Provide data as required in Attachment F of this RFP "Small, Woman and Minority-Owned (SWaM) Business Subcontracting Plan."

Describe firm's current SWaM or Federal Small Business Administration certification status, including any certificates from authorizing agency. If firm is not SWaM/SBA certified, describe plans to subcontract with certified SWaM or SBA businesses.

This section will be tabbed and labeled as SWaM Data.

5) Professional Liability Insurance

Each respondent shall provide the following information to demonstrate financial strength and ability to perform under the contract:

- Certificate of Insurance approved by the Commonwealth of Virginia for professional liability insurance clearly stating the amount per claim and aggregate.
- Owner is requiring Professional Liability Coverage in the amounts specified in RFP Section 9, Paragraph T - Insurance.
- A letter from the insurance carrier indicating the history of any claims paid against professional liability insurance for the past five years, either by the firm or insurance carrier.

If utilizing sub-consultants as part of the Offeror's Team, provide the information requested in Section 5 for each sub-consultant when the proposal is submitted.

8.0 PROPOSAL EVALUATION

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.

NUMERICAL WEIGHTS ASSIGNED TO SPECIFIC CRITERIA:

		Point Value
1.	Relevant Firm Experience	30
2.	Qualifications and experience of Professional Staff in providing the services	40
3.	Project Approach, Methodology, and Administration	20
4.	Small, Women, and Minority Vendors (SWaM) (Including SWaM Business Plan, Attachment F)	10
5.	Financial Responsibility of the Firm (professional liability insurance) Pass/Fail	0
		Total 100

1) Relevant Firm Experience (30 Points):

- a. Expertise and experience of the A/E firm in providing Full Service Term Contract design services on projects of similar size, scope and features as those required of this Contract.
- b. Size of the firm relative to the size and demands of the Project Orders anticipated with the contract.
- c. A/E firm’s experience in providing services in conformance to the State's Department of Engineering and Building (DEB) procedures including Codes, Standards, Accessibility and Building Efficiency.
- d. A/E firm’s recent (past 10 years) experience / history in designing projects within an established “Design-not-to-exceed” budget.

2) Team Composition – Capability and Skill (40 Points):

- a. Expertise, experience, and qualifications of the Engineer’s primary designer in each relative discipline for providing the services described in RFP Section 3, Scope of Services, provided either in-house or by an experienced sub- consultant expert(s).
- b. Expertise, experience and qualifications of any special consultants proposed for providing the services described in RFP Section 3, Scope of Services. Teams past work experience / projects with the sub-consultants.
- c. Qualifications and experience of the A/E firm’ project manager to be assigned to this project.

3) Project Approach, Methodology and Administration (20 Points):

- a. Offeror’s understanding of the types of projects that this Term Contract may encompass;
- b. The Offeror's plan and methods for delivering services under Project Orders, resolving contract administration issues and answering RFI’s;

- c. Geographic location of the A/E firm's office where work will be performed in relation to the project location. Geographic location of sub-consultant(s) in relation to Respondent's location.
- d. The Offeror's plan to avoid design errors and omissions.

4) SWaM Data (10 Points):

Use of small businesses and businesses owned by women and minorities as consultants, subcontractors, suppliers or support services.

5) Financial Responsibility (Pass/Fail; 0 Points)

As evidenced by the Offeror carrying Professional Liability Insurance at the coverage specified in RFP Section 9, Paragraph T.

9.0 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.

Note: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

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.

10.0 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). The offeror's proposal will be rescored to combine and include 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
<hr/>		<hr/>
Street or Box Number	RFP No.	
<hr/>		<hr/>
City, State, Zip Code	RFP Title	
<hr/>		
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.
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".

11.0 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, which 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.

12.0 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.

13.0 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 A

**RFP
Coversheet**

From: _____

Due Date: _____

Approximate Time: _____

Address: _____

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

Project Title: _____

Name of EVMS Technical Monitor: _____

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): _____

Acknowledgment of Addenda/Amendments to RFP: Addenda #s: _____ Amendment #s: _____

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. Registered offerors shall include a copy of the certificate(s) from the authorizing agency.
- 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

W9/W8 Instruction Sheet

The Internal Revenue Service (IRS) requires verification of taxpayer information when making disbursements to individuals and entities. This is accomplished by either IRS form W9 for United States (US) entities or W8 for foreign entities not based in the US.

Please refer to <https://irs.gov> for more detailed information regarding which is the appropriate taxpayer information form that must be completed by your organization and returned with your Proposal in response to the RFP. The links below 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 - W9 (US)

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

IRS Form – W8 (Non-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. Offeror 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
A/E FEE PROPOSAL WORKSHEET**

A/E FIRM NAME:
PROJECT TITLE: Professional A/E Services
PROJECT LOCATION: Eastern Virginia Medical School, Norfolk VA 23507

CONSULTANTS' NAMES	
Architectural	
Structural	
Mechanical	
Electrical	
Civil	
Geo-technical	

RFP# EVMS ENGSVCS22-101

DISCIPLINE		HOURLY RATE
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PROFESSIONAL HOURLY

Project Manager		
Architect		
Structural Engineer		
Plumbing		
Mechanical Engineer		
Electrical Engineer		
Civil Engineer		
Landscape Architect		
Fire Protection Engineer		
Geo-Technical		
Environmental		
Surveyor		
Specialty Consultant		

DRAFTING AND FIELD TECH HOURLY

Architectural		
Structural		
Mechanical/Plumbing/Fire Protection		
Electrical		
Civil		
Surveyor		
Landscaping		
Geo-Technical		
Environmental		
Food Services		
Specialty Consultant		
CADD		

SPECIFICATIONS HOURLY

Specs/Report Writer		
Typist		