



**EASTERN VIRGINIA MEDICAL SCHOOL
MATERIALS MANAGEMENT**

**REQUEST FOR PROPOSAL (RFP)
RENOVATION TO ACADEMY OF EDUCATORS
CONSTRUCTION AT EVMS BRICKELL LIBRARY**

EASTERN VIRGINIA MEDICAL SCHOOL

REQUEST FOR PROPOSAL (RFP)

RFP Number: EVMS BRICKELLRENO20-101
Internal Reference: BV20-11

Issue Date: June 8, 2020

Title: RENOVATION TO ACADEMY OF EDUCATORS
CONSTRUCTION AT EVMS BRICKELL LIBRARY

Issuing Department: Department of Facilities

Location
Where Work Will Be Performed: Brickell Library
740 W OLNEY ROAD
NORFOLK, VA 23507

Initial Period of Contract: From execution of contract through completion of all work including
inspection and acceptance by EVMS.
Substantial Completion Date: December 31, 2020

Sealed Proposals Will be Received Until: **July 6, 2020 @ 4:00 PM EST**

Due Date for RFP Questions: June 23, 2020

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
A/E Representative, Damian Seitz via email: dseitz@clarknexsen.com

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 before mentioned 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 BRICKELLRENO20-101

714 Woodis Avenue

Norfolk, VA 23510

Hand Delivery

Eastern Virginia Medical School

Materials Management

Subject: RFP No: EVMS BRICKELLRENO20-101

711 Southampton Avenue

Norfolk, VA 23510

Email Delivery

EVMS Contract Specialist, Michele Jean

Jeanma@evms.edu

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Virginia Contractor’s LicenseNo.: _____

Class: Specialty Codes: _____

Name and Address of Firm:

Date: _____

By: _____

Signature (In Ink – I certify that I am authorized to sign this proposal)

Name (Please Print)

Title

_____ Zip Code: _____

Phone No.: _____

FEI/FIN No.: _____

Fax No.: _____

DUNS No.: _____

E-mail: _____

TABLE OF CONTENTS

	<u>PAGE</u>
I. Purpose	6
II. Statement of Needs / Scope of Work	6 - 7
III Method of Payment	7
IV. Proposal Preparation and Submission Instructions	8 - 12
V. Evaluation, Negotiation and Award Criteria	12 - 14
VI. Preproposal Conference	14
VII. General Terms and Conditions	14
VIII. Special Terms and Conditions	14 - 17
IX. Attachments	17
A – Pricing Schedule	
B – Offeror RFP Certification	
C – Entity Data Sheet	
D – Contractor’s License and Insurance Information	
E – Small Business Subcontracting Plan	
F – Resumes of GC Team Personnel	
G – Previous Project Experience Profiles	
H – Preproposal Question Form	

I. PURPOSE

Eastern Virginia Medical School (EVMS) seeks to retain General Contractor (GC) services for the project described below. The purpose of the Request for Proposal (RFP) is to solicit proposals for selecting a GC for the services hereinafter described. This RFP sets forth the minimum proposal criteria required to be considered for the performance of the attached contract documents.

Eastern Virginia Medical School, a public body and constituted as a governmental instrumentality for the dissemination of education in the Commonwealth of Virginia, hereinafter referred to as EVMS, Medical School or Owner.

II. STATEMENT OF NEEDS / SCOPE OF WORK

GENERAL

This project renovates a portion of the fourth floor of Brickell Library to accommodate the Academy of Educators program and provide a Faculty Commons in the History of Medicine space. 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. June 8, 2020 – EVMS Issues RFP
- B. June 16, 2020 – Pre-Proposal Meeting
- C. July 6, 2020 – Contractor Proposals Due**
- D. July 7-17, 2020 – Evaluate Proposals
- E. July 20-24, 2020 – Short-Listed Firm Interviews (if necessary)
- F. August 8, 2020 – Draft GC Contract
- G. August 10-21, 2020 – EVMS Legal Review
- H. August 24-28, 2020 – Execute GC Contract / Award PO
- I. August 31, 2020 – 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.

III. 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.
- D. Submit invoices to the following address:
 - Eastern Virginia Medical School
 - Attn: Accounts Payable
 - PO Box 2020
 - Norfolk, VA 23501-2020
 - Email: apinvoices@evms.edu

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS.

GENERAL INSTRUCTIONS

A. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (4) copies of each proposal along with an electronic copy of the proposal on a flash drive either in Microsoft Word or PDF format must be submitted to the name and address listed below. No other distribution of the proposal shall be made by the offeror.

1. Proposals are to be submitted no later than 4:00pm EST on July 6, 2020. Proposals received after the above time and date will be rejected.

Mail, Overnight or Express Courier to:

Eastern Virginia Medical School
Materials Management
Attn: RFP No: EVMS BRICKELLRENO20-101
714 Woodis Avenue
Norfolk, VA 23510

Hand Delivery

Eastern Virginia Medical School
Materials Management
Subject: RFP No: EVMS BRICKELLRENO20-101
711 Southampton Avenue
Norfolk, VA 23510

Email Delivery

EVMS Contract Specialist, Michele Jean
Jeanma@evms.edu

2. Proposals received by Owner will remain in the possession of Owner and will not be returned to the Offerors.
3. Owner recognizes the possible existence of confidentiality agreements between an Offeror and previous clients and fully respects such agreements. Any information requested by this GC RFP that is considered to be confidential between the Offeror and a previous client shall be marked proprietary by the Offeror.
4. Owner Project personnel reserve the right to visit the office(s) of an Offeror to verify any claim(s) made by an Offeror regarding staff, facilities, capabilities, qualifications and any other reasonable concerns that may arise on the part of Owner. In such an event, the Offeror must make every reasonable attempt to clarify any concerns expressed by Owner personnel at that time.
5. In the event the Offeror discovers an error in its Proposal after it has been submitted, attention may be drawn to the error in writing and an amendment to the Proposal submitted to Owner, provided the amendment has been received by Owner on or before the date and time fixed for receipt of Proposals. The amendment will be

accepted and shall be treated with equal force as the balance of the originally submitted Proposal. The GC shall define who is authorized to sign for changes.

6. If an error is discovered after the time and date of receipt of the RFP, the GC may withdraw from consideration, but the error correction will not be accepted by the Owner.

B. Inquiries and Explanations:

1. No oral explanation in regard to the meaning of drawings and specifications will be made and no oral instruction will be given before the award of the contract. The Owner shall not be responsible for any conclusions, assumptions or interpretations made by proposers during the preparation of proposals that are contrary to the drawings and specifications and their clear intent. Discrepancies, conflicts, errors, omissions or doubts as to the meaning of the drawings and specifications shall be communicated in writing to the Owner's Agent(s) (indicated on Page 2 of this solicitation) for interpretation.
2. Proposers must use the "Preproposal Question Form" provided as an attachment to this solicitation.
3. Proposers must so act to assure that questions reach the Owner's Agent(s) at least six (6) days prior to the time set for the receipt of proposals to allow sufficient time for an addendum to reach all proposers before the submission of their proposals.
4. Any interpretation will be made in the form of an addendum which will be forwarded to all proposers (identified at the Preproposal Conference), and its receipt shall be acknowledged by the proposer on the "Pricing Schedule".
5. If such discrepancies, conflicts, errors, omissions or doubts are reasonably apparent or should have been reasonably apparent to the proposer, and the proposer failed to submit questions to the Owner's Agent in the time and manner required herein and the Contract is awarded to the proposer, then any claims shall be deemed waived and the proposer shall not be entitled to additional compensation or time, or entitled to sue the Owner based on such discrepancies, conflicts, errors, omissions or doubts.

C. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing department requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing department. Mandatory requirements are those required by law or regulation and cannot be waived and are not subject to negotiation.
2. 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.

3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal shall be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. 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 shall be repeated at the top of the next page. The proposal shall contain a table of contents which cross-references the RFP requirements. 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. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 4. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 5. All expenses involved with the preparation and submission of proposals to the Medical School, or any work performed in connection therewith, shall be borne by the offeror. No payment will be made for any responses received, nor for any other effort required of or made by the offeror(s) prior to commencement of work as defined by a contract approved by the Medical School.
 6. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. 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.
 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 of non-disclosure agreement is signed by the parties and the release of records would, at the sole discretion of EVMS, adversely affect the bargaining position of EVMS.
- D. Oral Presentation: If deemed necessary to adequately compare/review proposals, EVMS may establish a “short-list” of offerors for the purpose of giving an oral presentation of their proposal to the Medical School. 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. The Department of Materials Management will schedule the time and location of these presentations.

SPECIFIC PROPOSAL INSTRUCTIONS

- A. Content: Proposals should be as thorough and detailed as possible so the Medical School 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 and all addenda acknowledgments, if any, and completed attachments signed and filled out as required.
 2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
 3. Organizational Chart and Executive Summary
 - a. Provide an organizational chart illustrating the team structure and interrelationships, and provide an executive summary describing the roles and responsibilities of the team members.
 4. Key Team Personnel
 - a. Provide resumes for the key personnel for this project identified on the organizational chart. Each shall specifically address qualifications and experience relevant to this project. At a minimum include:
 - i. Project Executive
 - ii. Pre-Construction Manager
 - iii. Project Manager
 - iv. Superintendent(s)
 - v. Safety Director
 - vi. Other Key Team Members
 - b. See attachment F – Resumes of Key Personnel.
 5. Experience
 - a. Demonstrate experience within the past 5 years providing the services described herein on similar relevant projects. See Attachment G – Previous Project Profile Experience.
 6. References
 - a. Provide a minimum of four (4) client references, briefly illustrating the relationship and relevance to the experience required for this project. Offeror shall include contact name, title, company name, email address, phone number and timeframes when Offeror did business with that company. References from Higher Education or Medical/Health Centers are preferred.
 7. Performance of this Project
 - a. Provide a written understanding of the project scope of work. Describe and demonstrate the proposed approach to the construction of this project, including any innovative aspects thereof, and including but not limited to:
 - i. Detailed project schedule and project approach to maintain building operation while completing construction in a timely manner.
 - ii. Describe scheduling tool used by management.

- iii. Describe the quality management program utilized during both the pre-construction and construction phases of the project.
 - iv. Describe project administration tracking; submittals, shop drawings, change order proposals, cost proposals, owner meetings, subcontractor meetings and frequency thereof.
- 8. Workload and Availability
 - a. Indicate your current workload and ability to properly staff and facilitate the execution of this project.
 - 9. Proposed Price
 - a. Indicate in the pricing schedule, attachment A of the RFP.

V. EVALUATION, NEGOTIATION AND AWARD CRITERIA

A. Evaluation and Selection Process

- 1. Offerors are to refrain from contacting personnel employed by Owner for purposes of requesting tours. Organizations that qualify for face-to-face interviews (i.e., "short-listed" organizations) will be provided the opportunity for a second tour of the existing site. The first tour will be conducted the day of the pre-proposal conference.
- 2. Proposals will be opened by the Owner. The opening of the Proposals will not be conducted in public.
- 3. The Owner will thoroughly review the Proposals and, if deemed necessary to adequately compare/review proposals, will invite those organizations whose Proposals most closely align with the qualifications required to successfully deliver the Project to subsequent oral presentations and interviews. It is anticipated that not all of the Offerors submitting written Proposals will be interviewed.
- 4. After completion of the oral presentations and interviews or if a "short list" is not deemed necessary, the Owner will identify the leading candidates and will enter into negotiations with the qualified firms. After the interviews and prior to negotiations, the Owner may at its sole discretion provide the candidates the opportunity to submit a sealed modification to its cost proposal.

B. Evaluation Criteria

Selection of the successful GC will be determined based on a number of criteria as defined below.

	<u>Point Value</u>
1. Specific plans or methodology to be used to perform the services. Project work plan.	35
2. Qualifications and experience of offerors that are providing the services.	25

3. Price Proposal (see Pricing Schedule - Attachment A)	20
4. References from other clients	10
5. Small, Woman or Minority Owned Status (Include Small Business Subcontracting Plan as outlined in Attachment E)	10
<hr/>	
Total	100

- C. Negotiation: The Medical School may award a contract on the basis of initial offers received. Therefore, each initial offer should contain the offeror’s best price, service and terms. The Medical School reserves the right to enter contract negotiations with the selected offeror or offerors. If the Medical School and the offeror(s) do not agree to terms of a contract, the Medical School may elect to terminate negotiations and begin negotiating with the second best ranked offeror and so forth. This process will continue until a contract has been executed, or, all proposals have been rejected. No offeror shall have any claims and/or rights against the Medical School arising from such negotiation and/or the proposal process.

- D. Award of Contract: Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Negotiations shall be conducted with the offeror(s) so selected. After negotiations have been conducted with each offeror so selected, the Medical School shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Medical School’s decision of whether to make the award(s) and which proposal is in the best interest of the Medical School shall be final.

There is no obligation on the part of the Medical School to award the contract to the offeror who proposes the lowest cost. The Medical School reserves the right to award the contract to the offeror(s) whose proposal is deemed by the Medical School to be the most advantageous in meeting the specifications of the RFP.

Should the Medical School determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract and purchase order incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

It is the intent of the Medical School to award only one contract. The Medical School, however, reserves the right not to award any or to award multiple contracts, as deemed in the best interest of the Medical School. The Owner may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most

advantageous.

The Medical School reserves and holds at its discretion the following additional rights and options:

1. To issue or not reissue subsequent Requests for Proposals;
2. Not to select a candidate from those submitting a proposal;
3. Not to negotiate a contract for any part of the work; and
4. To approve, disapprove, or cancel any or all work to be undertaken.

VI. MANDATORY PREPROPOSAL CONFERENCE

Potential GCs will be given the opportunity to view the building and site at the conclusion of the meeting. The purpose of this meeting is to provide the Offerors an opportunity to ask questions and clarify their respective understandings of the Project prior to submission of their Proposals. Proposals will only be accepted from those who attend the pre-proposal conference.

- Date: Tuesday, June 16, 2020
- Time: 1:00 PM EST
- Location: EVMS Brickell Library, SunTrust Conference Room, 740 W. Olney RD, Norfolk, VA 23507
- Virtual Conferencing Information:
Joining from a desktop or laptop: <https://bluejeans.com/703901696/4115>
Phone only dial: **1.888.240.2560** enter meeting ID **703901696#** enter passcode **4115#**.
Joining via video conferencing system: 703901696.4115@199.48.152.152

Please note that universal masking is now in effect for anyone on the EVMS campus for any reason. As such all meeting attendees are required to have proper face covering.

VII. GENERAL TERMS AND CONDITIONS

A modified DGS-30-054 (Form CO-7) "General Conditions of the Construction Contract" is included in the Project Manual and sets forth the general terms and conditions applicable to this project.

- A. Building Permits: Because this is a Project of Eastern Virginia Medical School, codes or zoning ordinances of local political subdivisions do apply. For this project, the building official is the City of Norfolk. As such the Building Permit will be obtained and paid for by the Contractor. All other permits, local license fees, business fees, taxes, or similar assessments imposed by the appropriate political subdivision shall also be obtained and paid for by the Contractor. See Section 25 of the General Conditions for utility connection fees and services.

VIII. 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 at least 90 days. At the end of the 90 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is 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 and 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; readvertise 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 in Page 3 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 bond equivalent to five percent of the base price as assurance that the proposer upon acceptance of his proposal, is able to 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.

IX. ATTACHMENTS

The following documents are provided to assist in preparation of the response to this RFP.

- A – Pricing Schedule
- B – Offeror RFP Certification
- C – Entity Data Sheet
- D – Contractor’s License and Insurance Information
- E – Small Business Subcontracting Plan
- F – Resumes of GC Team Personnel
- G – Previous Project Experience Profiles
- H – Preproposal Question Form (DGS-30-272)

Attachment A
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 May 15, 2020, 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" and 23 09 23 "Direct Digital Control (DDC) System for HVAC" and for related Work shown on the drawings, Damuth Trane, a subcontractor selected by the Owner, for a subcontract price of

_____ \$ _____

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 **December 31, 2020** based on a Notice authorizing Work to proceed on or before **August 31, 2020**, and Final Completion shall be achieved within 30 consecutive calendar days after the date of Substantial Completion as determined by the A/E.

Acknowledgement is made of receipt of the following Addenda: _____

Attachment B

Offeror RFP Certification

RFP Number:

Issue Date:

Project Title:

Name of Entity:

Street Address:

State/ Zip Code:

FEI/FIN No:

DUNS No:

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:** _____

Address: _____

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

3. **Primary Negotiation
Point of Contact**

Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

4. 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: _____

5. **CAGE Number:** _____

6. **Entity DUNS Number:** _____

7. **Entity EIN:** _____

8. **Past Work Experience:** *(Past work experience in general and as it pertains to the Proposal submitted in response to an RFP or an RFQ.)*

9. **Key Personnel:**(List Names and Titles and attach resumes).

10. **Professional references:** Please include length of time Offeror has been providing this type of service and what year the service was provided).

11. **Small Business Status (Check all that apply):** Offeror 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

**Contractor’s License and Insurance Information
(COPIES OF ALL LICENSES AND INSURANCE CERTIFICATES MUST BE PROVIDED)
(N/A should be used where not applicable)**

Contractor’s License:

- 1. Virginia Contractors 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 E
Small Business Subcontracting
Plan

SMALL BUSINESS SUBCONTRACTING PLAN

Offeror: _____

Address: _____

Solicitation Number: _____

Supplies or services offered: _____

Total estimated cost of subcontract to Small 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 – Section11)

Types of Supplies and Service

Type of SB

**It is the policy of the Medical School to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by woman and minorities and service disabled veterans and to encourage their participation in the Medical School’s procurement activities. Toward that end 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 describe any planned use of such business in fulfilling this contract.

- 2. We developed the small 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 small business subcontracting plan.

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

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

The administrators 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 small business subcontracting plan:

ATTACHMENT F
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 G
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.

DGS-30-272

(Rev. 04/15)

Attachment H

PREPROPOSAL QUESTION FORM

(Use separate Form for each question submitted.)

Date: _____

Project Title: Renovations to Brickell Library – Eastern Virginia Medical School, 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.: () _____