



Request for Proposal #R0017884

for

Mechanical/Electrical Systems Commissioning Services

May 19, 2011

RFP 0017884  
GENERAL INFORMATION FORM

1. **QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: Gregory A. Pratt, VCCO, Phone: (540) 231-7852, e-mail: [gregp65@vt.edu](mailto:gregp65@vt.edu).
2. **DUE DATE:** Sealed Proposals will be received until June 20, 2011 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.
3. **ADDRESS:** Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute And State University (Virginia Tech), Purchasing Department, 270 Southgate Center (0333), Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.
4. **PRE-PROPOSAL CONFERENCE:** See Section IX for information regarding a pre-proposal conference.
5. **TYPE OF BUSINESS:** (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: \_\_\_\_\_. For certification assistance, please visit: <http://www.dmb.e.state.va.us/swamcert.html>.

\_\_\_\_\_ **Large**

\_\_\_\_\_ **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.

\_\_\_\_\_ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

\_\_\_\_\_ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

6. **COMPANY INFORMATION/SIGNATURE:** 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 services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) <small>(Company name as it appears with your Federal Taxpayer Number)</small>		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME/DBA NAME/TA NAME <small>(If different than the Full Legal Name)</small>		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small>	
BILLING NAME <small>(Company name as it appears on your invoice)</small>		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small>	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish one or more contract(s) through competitive negotiations for Mechanical/Electrical Systems Commissioning Services by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. CONTRACT PERIOD:

The term of this contract is for one (1) year(s), or as negotiated. There will be an option for four (4) one year renewals, or as negotiated.

III. BACKGROUND:

Virginia Tech has a need to procure Mechanical/Electrical Systems Commissioning Services on a continuous and regular basis for a wide variety of projects associated with campus renovations and new construction. Based on available information regarding current and projected use of the services described herein, the university's anticipated annual expenditure for these services is expected to average approximately \$200,000.00. This estimate is for informational purposes only and shall in no way limit nor restrict Virginia Tech.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a trading partner within the eVA system.*

There are registration fees and transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/register/vendorreg.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: [eVACustomerCare@dgs.virginia.gov](mailto:eVACustomerCare@dgs.virginia.gov), or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include

contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VI. STATEMENT OF NEEDS: Potential services for new buildings may include, but not necessarily be limited to the following:

A. Pre-Design Phase:

1. Assemble a Commissioning Team and conduct a scope meeting in order to identify responsibilities.
2. Develop a draft design-phase Commissioning Plan.
3. Attend Commissioning meetings as needed with the project manager and design team.
4. Review the Owner Objectives documentation (design intent) for clarity and completeness.
5. Develop the "Owner Project Requirements" (OPR) in correlation to the A/E's "Basis of Design" (BOD) information from the University and the Design Team.

B. Design Phase:

1. Coordinate and supervise the Commissioning work during design.
2. Attend initial meetings with the University and the Design Team to discuss role of Commissioning Services Contractor (CxA) and coordination of the design.
3. Prepare and distribute the design phase Commissioning Plan.
4. Continually review and provide updates of the OPR throughout the design phase.
5. Check the specifications to ensure there are no conflicts in testing, balancing, or other procedures that will not allow for a full and complete test of each system.
6. Provide Design Team members with Commissioning items to be considered during design.
7. Perform focused design reviews, including schematic, preliminary, and working documents.
8. Provide a final back-check review of the final documents to confirm comments were incorporated. The design review shall include the following:
  - a. Input regarding making the building more commissionable.
  - b. How building Operations and Maintenance (O&M) can be made easier (accessibility and system control, etc.).
  - c. How utility usage and indoor environmental quality can be improved.
  - d. Review contract documents to facilitate project certification goals (i.e. does design meet Energy Star, etc.).
  - e. Verify that the design complies with University's design guidelines and standards.
9. Verify that contract documents are in keeping with and will meet the OPR.
10. Prepare Commissioning specifications for the construction bid documents for systems and equipment that are to be commissioned.
11. Have the Commissioning specifications approved by the A/E team and included in the A/E construction specifications.
12. Prepare sample draft functional tests for equipment and systems to include in specifications.
13. Verify that contract documents provide adequate building O&M documentation and operator training.
14. Attend two (2), one-day Design Team review meetings to discuss comments on plans and coordinate specifications. Meetings will be held on the campus of Virginia Tech in Blacksburg, Virginia.
15. Coordinate a controls integration meeting between the mechanical and electrical engineers and the controls vendor.
16. Prepare and maintain an Issues Log.
17. Participate in Value Engineering (VE) sessions as required to ensure the intent of the OPR is not compromised.

C. Construction Phase:

1. Conduct a partnering meeting with the University and Contractor Team to discuss Commissioning scope, plan and schedule.
2. Coordinate the Commissioning work with the General contractor (GC) to ensure that Commissioning activities are being scheduled into the master schedule. Continue to update schedule and coordination throughout construction with GC and subcontractors.
3. Submit final Commissioning Plan for construction with coordination and activities for University PM and GC review.
4. Review normal contractor submittals applicable to systems being commissioned for compliance with Commissioning needs, concurrent with the A/E reviews.
5. Ensure that O&M material and contractor start-up procedures are submitted to the CxA team as the contractor receives it. This material will be needed to assist in finalizing start-up testing procedures.
6. Prepare final pre-functional and final functional test procedures for the equipment and systems.
7. Submit test procedures to the contractor for comments on appropriate startup, operations, and systems safety.
8. Perform site inspections as necessary during rough-in of systems and equipment.
9. Review requests for information and change orders for impact on commissioning and OPR.
10. Maintain a master issues log of any items found to be a problem, poorly installed or discrepancies therein. The log must be sufficiently detailed so as to provide clarity and point of future reference for the comment.
11. Attend up to twelve (12) on-site meetings for review of progress, coordination, and issues resolution. More than twelve (12) on-site meetings will be considered work outside the normal scope of work.
12. Witness a pipe test and flushing procedure, sufficient to be confident that proper procedures were followed.
13. Coordinate with the contractor to witness startup of major equipment.
14. Review and approve Testing and Balancing (TAB) execution plan.
15. Witness a sample of any ductwork testing and cleaning procedures, sufficient to be confident that proper procedures were followed.
16. Witness a sample of checkout, TAB, end-to-end testing and calibration of controls.
17. Observe first pre-functional test of each type of system, including mechanical, controls, electrical, and specialty systems.

D. Acceptance Phase:

1. Continue to update schedule and coordination throughout construction with GC and subcontractors.
2. Obtain pre-functional reports from the Contractor with sign-offs that the systems have been checked out.
3. Obtain TAB report from TAB contractor. Verify accuracy of the TAB effort. Direct the TAB contractor to take simple readings and compare to TAB report:
  - a. 20% sample of Variable Air Volume (VAV) terminals, other small terminal unit equipment serving general public areas.
  - b. 100% of lab terminals and lab hood controls.
  - c. 100% of the TAB report readings for main Air Handling Units (AHU's), central plant equipment, main pumps, and main exhaust fans.
  - d. Document findings.
4. Verify building controls:
  - a. 20% point-to-point verification of terminal units servicing general public areas, including analog calibration, mapping to workstation graphics, proper control, and alarm management functions.
  - b. 100% point-to-point verification of controls in lab spaces, including analog calibration, mapping to workstation graphics, proper controls and alarm management functions.
  - c. 100% point-to-point verification of main AHU's, central plant equipment, main pumps, and main exhaust fans; including analog calibration, mapping workstation graphics, and alarms management functions.
5. Witness functional testing of smoke controls systems, emergency power, transfer switch, and fire alarm/protection sequence of operation per National Fire Protection Agency (NFPA) and University requirements.
6. Conduct acoustic/sound level testing and prepare report.

7. Witness functional testing of each major piece of equipment to demonstrate that each item of equipment and system is operating according to the OPR and contract documents. Functional testing shall include operating the system and components through each of the written sequences of operations.
8. Provide troubleshooting to assist in resolving control problems as they are uncovered.
9. Maintain a master issues log and separate record of test results of any items found to be a problem, poorly installed, or discrepancies. The log must be sufficiently detailed so as to provide clarity and point of future reference/resolve for the comments. Provide the log and test results to the University PM, A/E, and GC, with recommended actions.
10. Coordinate re-testing as necessary. One re-test will be provided as part of normal checkout. More than one re-test will be considered work outside the normal scope of work.
11. Notify the University PM and GC of the unacceptable finding if 10% of identical pieces of equipment fail to perform to the requirements of the contract documents due to manufacturing defects which do not allow it to meet the submitted performance spec, request an explanation of the problem and proposed solution from the GC; and then review the proposed solution(s).
12. Attend weekly meetings while on-site for functional testing.
13. Attend up to one (1) additional on-site meeting for review of progress, coordination, and issues resolution. More than one (1) on-site meeting will be considered work outside the normal scope of work.
14. Review O&M documentation for completeness. This review shall be in parallel with the A/E's team review of the O&M documentation for conformance to the project specifications.
15. Provide the user staff with a one (1) day systems training on "how the building is supposed to operate".
16. Review, pre-approve, and coordinate training of the University operating personnel by the contractor.
17. Perform deferred (season) testing checkout of equipment – in August for cooling systems and in January for heating systems.
18. Provide three hard bound copies of the comprehensive System Concept and Operations Manual containing:
  - a. Owner objectives
  - b. Design narrative and basis of design
  - c. System descriptions
  - d. Single-line diagrams
  - e. Sequence of operations and set point tables
  - f. Instructions for normal operation, and seasonal adjustments
  - g. Start-up and shutdown
  - h. Energy saving strategies and monitoring recommendations
19. Provide three (3) hard bound copies and three (3) CD-ROM electronic copies of the Commissioning management report (Commissioning Final Report). The report shall include an Executive Summary, list of participants and roles, brief building description, and the following sections:
  - a. Design intent
  - b. Basis of design
  - c. Pre-functional checklists complete
  - d. Functional checklists complete
  - e. TAB Reports
  - f. System schematics
  - g. Control strategies and set points
  - h. Deficiency log

E. Warranty Phase:

1. During seasonal testing and at ten (10) months into warranty, review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal Commissioning.
2. Interview facility staff and identify problems or concerns they have with operating the building as originally intended.
3. Identify deficiencies that may come under warranty or under the original construction contract.
4. Identify if facility staff needs additional vendor system training. Provide recommendations on additional training to the University.
5. Prepare a detailed evaluation on the status of warranty issues for the University PM.

F. Re-commissioning and Retro-commissioning Services:

1. Provide re-commissioning and/or retro-commissioning services on existing facilities/systems as requested.

G. Systems to Commission:

The specific systems that may be commissioned include but are not necessarily limited to:

1. HVAC and Mechanical:

- a. Building automation systems, including laboratory controls and linkages to remote monitoring and control sites
- b. Chiller, chilled water pumps, piping, and associated equipment
- c. Boiler, heat exchangers, hot water pumps, piping, and associated equipment
- d. Air handling units
- e. Laboratory, clean room, fume hood and pressurization systems
- f. Exhaust and other specialty fans
- g. Terminal units
- h. Ductwork and piping
- i. Heat exchangers
- j. Fire and smoke dampers
- k. HVAC system noise control and sound level testing
- l. Smoke control systems – interfaces, egress pressurization

2. Electrical Systems:

- a. Emergency power system – includes generator, transfer switches, controls, and interlocks
- b. Inspection of sectionalizing switch installation and testing

3. Lighting Systems:

- a. Light levels
- b. Lighting control system components – including but not limited to occupancy sensors, timers, photocells, and daylight sensors

H. Supplemental Instructions & Clarifications: The following are offered to generally clarify the Owner's expectations regarding services that the CxA may be required to perform depending on the individual Project Order scope of work. These explanations are offered for the benefit, information and assistance of the CxA.

1. The Owner will provide, if available, to the CxA copies of pertinent drawings on file indicating new/existing buildings, utilities and conditions.
2. The Owner will provide, if available, to the CxA copies of any pertinent drawing available on an existing building, which may be the subject of a Project Order. The CxA must not rely totally on information contained in the "as-built" documents.
3. The CxA's project related costs of all miscellaneous blueprinting, reproduction of reports, photocopying, long distance telephone calls, facsimile transmissions, telegrams, travel and postage are included in the lump sum fee and marked up hourly rates negotiated.
4. Each Project Order shall describe the scope of work required of the CxA and show the agreed-upon fee for the work. If applicable, the Project Order or its attachment shall identify any special requirements for the project, and show any schedule milestones for performance of the work.
5. If extra services are requested or approved by the Owner during the course of any Project Order Work, the CxA will be compensated on the basis of a fixed sum fee to be negotiated at the time the extra work is ordered or at the hourly rates agreed upon in the contract. Any hourly rate method as specified above may be used instead of a fixed fee at the Owner's discretion. The fees for any such extra work shall be included in any calculation of the total value of the Project Order and in the aggregate total of all Project Orders issued during the contract term.
6. Any Project Order for a feasibility or other study or a schematic or preliminary design issued pursuant to this term contract shall not include the right to extend the CxA's scope of services to include full design and construction period services. The CxA shall not, however, be prohibited from participating in a competitive negotiation procurement for such services.

I. Other Requirements:

1. **Parking Policy:** All Contractor vehicles parked on the Virginia Tech campus must display a parking permit. Contractors shall note that vehicles parked on the Virginia Tech campus without a parking pass or permit are subject to ticketing and fines.
  - a. For overnight parking, the Contractor's company owned vehicles shall use the parking lot in front of Virginia Tech Printing Services and Surplus Property offices at 1411 South Main Street also known as the old K-Mart parking lot. Privately owned vehicles (POV) may park at the location. No overnight (24 hours) parking is allowed on campus. If parking POV's on campus, Parking Services will identify which lot the POV shall park; currently the Track/Soccer, Overflow or East Cassell lot. To be entitled to park in these lots the Contractor shall be required to buy a daily, weekly, monthly or annual permit from Parking Services. It shall be the responsibility of the Contractor to shuttle employees to the job site
  - b. If the need arises, Virginia Tech may direct that Contractor owned vehicles be parked in a location or locations other than 1411 South Main Street, Blacksburg, VA.
2. **Turf Permits:** These permits are issued by Parking Services to all vehicles requiring temporary parking on the grass except for construction equipment, loaders, graders, etc. Parking Services' management shall decide who can obtain a Turf Permit. This permit does not allow parking on sidewalks and plazas. As a courtesy please do not park under trees. Refer to University Policy 5000, Section 2.9.12, point 6 on the internet for more details. There will be a \$50 charge per permit for all non state vehicles.
3. **Sidewalk Policy:** Sidewalk access to land-locked buildings is only allowed along designated routes. Vehicle pull-offs are designed at land-locked building sites to move parked vehicles off sidewalks (but not onto turf). Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law and shall be subject to fines. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the sidewalk. The Contractor shall be responsible for any damage to the turf and anything that is located adjacent to the sidewalk.
  - a. The procedure to obtain a permit to operate vehicles on a sidewalk is the same as outlined for Turf Policy. Any vehicle parked illegally on a sidewalk shall be subject to ticketing, fines and towing if necessary.
4. **Barricades:** Contractor shall erect barricades to protect paving from traffic until mixture has cooled enough not to become marked. Barricades shall not be removed from site until approval from Virginia Tech.
5. **Traffic Control:** The Contractor shall coordinate with the Virginia Tech Police Department where roadways must be blocked or where vehicular traffic must be restricted during the performance of the services included herein. Except for emergencies, the Contractor shall not block or otherwise restrict vehicular traffic without the prior approval of the Virginia Tech Police Department.
6. **Work schedule:** Hourly rate work shall normally be performed according to Virginia Tech's work schedule which at present is 8:00 a.m. to 4:30 p.m. with ½ hour for lunch. The work schedule may be adjusted as agreed upon by Virginia Tech and the Contractor. The work schedule for unit price work shall be as agreed upon for each project by Virginia Tech and the Contractor.
7. **Time Paid:** For hourly rate personnel and equipment (used during project use) shall start upon arrival and sign-in at Virginia Tech and end upon sign-out and shall not include travel time to and from Virginia Tech and/or the project site, lunch breaks, or other breaks. Time shall be rounded to the nearest ½ hour.
8. **Overtime Rates:** Shall be paid for time worked over forty hours in a single week for Virginia Tech, (week ending Friday), and Saturdays and Sundays, except when the work schedule has been changed in agreement with Virginia Tech and the Contractor. Overtime rate shall be 1.5 times the regular rate as bid for hourly rate personnel only. Overtime rates shall not apply to equipment.
9. **Safety Precautions:** The Contractor shall comply with the rules and regulations of OSHA and the Department of Labor. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his



plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance or operation. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workers and the public and shall post danger warnings against any hazards created by the construction operations. The Contractor shall designate a responsible member of his organization on the work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with the Owner in writing with copy to Virginia Tech Police, this person shall be the Superintendent of the Contractor. Please refer to the Virginia Tech's Environmental, Health and Safety Services website for the Contractor Safety Program:  
[http://www.ehss.vt.edu/programs/contractor\\_safety.php](http://www.ehss.vt.edu/programs/contractor_safety.php)

10. Asbestos: The Contractor is contracted by Virginia Tech to perform work in buildings where asbestos-containing materials (ACM) may be located. The Contractor will be informed by the Virginia Tech project coordinator/manager of the location of suspect and known ACM in the work area(s) to which the Contractor is assigned. The Contractor shall under no circumstances damage or disturb suspect or known ACM's unless the Contractor has been specifically retained to perform this work as a part of the contract and the Contractor holds a valid Virginia Asbestos Contractor License. The Contractor shall provide his/her employees with asbestos awareness and other training or activities required by 29 CFR 1926.1101 for the safe performance of their work. Prior to commencement of work, the Contractor shall submit to Virginia Tech Environmental Health and Safety Services (EHSS) for review and approval, his written work practices, precautions, procedures, and engineering controls to be used during work that may disturb ACM. Work shall not proceed until the proposed work practices have been approved by EHSS.
  - a. **No asbestos containing materials, including floor materials or flooring adhesives, roofing materials or roof mastics, are permitted for new installations.**
11. Lead: The Contractor is contracted by Virginia Tech to perform work in buildings where lead-containing materials such as lead-based paint may be located. Work performed under this contract may impact these lead materials (for example, during building renovations), but does not include lead abatement or de-leading operations. The Contractor will be informed by Virginia Tech project coordinator/manager of the location of suspect and known lead containing materials in the work area(s) to which the Contractor is assigned. The Contractor shall provide all employees on site with training and equipment required by 29 CFR 1926.62 for the safe performance of the work. The Contractor may not perform de-leading or lead abatement unless the Contractor holds a valid Virginia Lead Contractor License and has been specifically retained to perform this work as a part of the contract. Prior to commencement of this work the Contractor shall submit to Virginia Tech FS Department, for review and approval, all his written work practices, precautions, procedures, and engineering controls to be used during work that may disturb Lead Containing Materials. Work shall not proceed until the proposed work practices have been approved by EHSS.
  - a. No lead containing products shall be permitted for new installations.
12. Schedule of Tests: The Contractor should schedule tests which may cause disruption of activities on campus during school breaks. Tests which are not expected to cause disruption of campus activities may be performed during normal work hours. The contractor shall coordinate all tests with Facilities Services (FS).
13. Check-in and out Procedures: During the University's normal working hours, the Contractor personnel shall check-in with the designated Facilities Services representative immediately upon arrival to the University. Contractor personnel shall sign-in and pick up any keys they will need for access. Check out during University's normal working hours shall include sign out, and return of any keys issues. Outside the University's normal working hours, Contractor shall report to the Campus Police Department for check in and out. Additionally, Contractor personnel may be asked to check in and out with a building contact person.
14. Duty to Protect Property: The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work. The Contractor shall make good any such damage, injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by the Owner.

15. Disposal of Debris: The Contractor shall transport all waste off Virginia Tech property and dispose of it in a manner that complies with Federal, state, and local requirements unless otherwise indicated by Virginia Tech.
16. Fire Protection and Prevention: The Contractor shall perform work in a fire-safe manner. Contractor shall supply and maintain adequate firefighting equipment capable of extinguishing fires in the early stages.
17. Temporary Utilities: Virginia Tech will provide temporary water and electric service to the job site for each project. The contractor shall provide and install all equipment, such as hoses, extension cords, connections, etc., necessary to provide temporary hook-ups to the utilities.
18. Existing Utilities: Verify with owner's Representative that the location of existing underground utilities in the area of work has been performed. If utilities are to remain in place, the Contractor shall provide adequate means of protection during earthwork operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult Virginia Tech immediately for directions. The Contractor shall cooperate with Virginia Tech and utility companies in keeping respectable services and facilities in operation. **The Contractor shall be responsible to contact Miss Utilities.**
19. Permits: The Contractor shall secure all the necessary permits for their work in the Town of Blacksburg, Virginia and the Virginia Tech Campus and comply with all applicable town, University and State laws, ordinances, policies, procedures/etc.
20. Key Control:
  - a. No person shall knowingly possess an unauthorized key to property owned by Virginia Tech. Physical Plant's Key Control Office is the only authorized vendor for University key requests.
  - b. All keys remain the property of Virginia Tech. Keys which are no longer needed must be returned to the Key Control Office.
  - c. Stolen or lost keys must be reported immediately to the Virginia Tech Police Department & Key Control Office.
  - d. The installation, changing or removal of locks shall be performed only by contractor or an authorized Key Control Office designate.
  - e. Unauthorized locks are prohibited on doors and if found will be removed and discarded. Any damage or repairs necessitated by the removal of unauthorized locks will be the responsibility of the contractor found in violation of this section.
  - f. Keys should at no time be left unattended (hanging in a door lock, lying on a desk, etc.).
  - g. Each Contractor will be responsible for developing and enforcing a key return policy. All Contractors must surrender all University keys issued to them upon termination or completion of project.
  - h. Keys are not to be transferred from their assigned carrier to another without proper documentation.
  - i. The Contractor shall be responsible for the total cost of keys requested and for work done to re-secure an area whenever a key is lost or stolen.
  - j. The contractor shall return any existing hardware removed from a project to the Key Control Office.
  - k. No area outside of the project scope will be accessed by the contractor for an individual without the approval of the Owner's Representative designated as responsible for the area. Said designate will be responsible for verifying authority and identity of the individual requesting access.

21. Smoking Policy: Please refer to the Virginia Tech webpage <http://www.policies.vt.edu/1010.pdf> for Policies on Smoking.
22. Identification of Equipment: Identification of Equipment shall be made by the Contractor to Virginia Tech's satisfaction immediately upon award of contract, and may include alphanumeric identification of equipment, lists, equipment labels, and other measures as deemed necessary by Virginia Tech. All identification information and measures shall be kept strictly up to date at all times.
23. Submission of Lists: As soon as possible, after notice of Work Order and in any event not later than three days prior to the time fixed in the Work Order, the Contractor will submit in writing to the Owner a list of the names of Subcontractors the Contractor shall employ on the work. The list is to include all emergency contract phone/pager/cell-phone numbers of Contractor and Subcontractor. The list of Subcontractors is for the purpose of establishing what trades and portions of the work are to be performed under the Work Order. Identification of Equipment shall be made by the Contractor to Virginia Tech's satisfaction immediately upon award of contract, and may include alphanumeric identification of equipment, lists, equipment labels, and other measures as deemed necessary by Virginia Tech. All identification information and measures shall be kept strictly up to date at all times.
24. Purchasing Documentation: All orders picked up or delivered shall be accompanied by a receipt or packing slip indicating date of sale, work order number and items/quantities received. A separate receipt or packing slip must be provided for each work order number (to be supplied by Virginia Tech). No back-orders shall be allowed, except as agreed to in advance by Virginia Tech.
  - a. Invoices for items ordered and delivered shall be submitted by the Contractor directly to the payment address shown on the Contract or Purchase Order. Invoices shall be submitted on a bi-monthly basis during the week after receipt, and shall indicate the receipt or packing slip numbers, items and quantities received, date items were received, and verifiable pricing information including commodity, catalogue number, list price, discount, and discounted price. **Invoices shall be identified by the Virginia Tech work order number and/or Purchase Order number. Invoices shall also show the Virginia Tech Contract Number and remit-to address.**
  - b. All buying shall be done by approved personnel identified in advance by Virginia Tech. Facilities shall not be responsible for any purchases made by unauthorized personnel. Contractor shall require a legible signature from all Virginia Tech personnel on orders picked up or delivered.
  - c. Contractor shall indicate pricing and expected delivery date at time of order.

## VII. PROPOSAL PREPARATION AND SUBMISSION:

### A. General Requirements

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. **One (1) original and five (5) copies** of each proposal must be submitted to:

Virginia Tech  
Purchasing Department (0333)  
270 Southgate Center  
Blacksburg, VA 24061

**Reference the Opening Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.**

No other distribution of the proposals shall be made by the Offeror.

## 2. Proposal Preparation:

- a. 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 Virginia Tech 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 Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, 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 subletter should be repeated at the top of the next page. The proposal should 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.
  - d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
  - e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

## B. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

### 1. Qualifications and Experience:

Provide organizational data, including size and structure of the company, locations of branch offices and/or subcontractor arrangements, if any. Describe the company's qualifications and experience in providing the services described herein. Provide a list of the management and staff personnel, designated by discipline, and described their qualifications; resumes will suffice. Include proof of required certifications and/or licenses. Provide evidence of financial stability and your ability to obtain bonding.

2. Price:

Provide a price schedule for all services offered. Discuss price firmness and include a plan for conveying price changes during renewal period of any resulting contract.

3. References:

Provide four (4) recent references, either educational or governmental, for whom you have provided the type of services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.

4. Plan for Providing Services:

Provide a complete and detailed description of the Offeror's methodology and plan for providing the services described in the RFP.

5. Small, Women-owned and Minority-owned Business (SWAM) Utilization:

If your business can not be classified as SWAM, describe your plan for utilizing SWAM subcontractors if awarded a contract. Describe your ability to provide reporting on SWAM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWAM, but has not been certified by the Virginia Department of Minority Business Enterprise (DMBE), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWAM certification, visit the DMBE website at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov). Any questions relating to SWAM businesses or SWAM subcontracting opportunities can be directed to Mark Cartwright, the University's Assistant Director for Supplier Diversity, at 540-231-3333 or [mcartwright@vt.edu](mailto:mcartwright@vt.edu).

6. The return of the General Information Form and addenda, if any, signed and filled out as required.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Qualifications and Experience	25
2. Price	25
3. References	20
4. Plan for Providing Services	20
5. SWAM Utilization	10
	<hr/>
	Total 100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offerors which, in its opinion, has made the best proposal, and shall award contract(s) to those offerors. Virginia Tech may cancel this Request for Proposal or reject

proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment B for sample contract form.

Virginia Tech reserves the right to award one or more contracts as a result of this solicitation.

IX. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held on Wednesday, June 1, 2011, 10:00 am in the Sterrett Facility Classroom. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

**It is strongly recommended that you obtain a Virginia Tech parking permit for display on your vehicle prior to attending the conference. Parking permits are available from the Virginia Tech Parking Services Department located at 455 Tech Center Drive, phone: (540) 231-3200, e-mail: [parking@vt.edu](mailto:parking@vt.edu).**

X. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted to:

Virginia Polytechnic Institute and State University  
Accounts Payable  
201 Southgate Center  
Blacksburg, VA 24061

XI. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of a ghost card payment system. For more information on this program please refer to Virginia Tech's Purchasing website: <http://www.purch.vt.edu/Department/WellsOne.html>

XII. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.purch.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XIII. CONTRACT ADMINISTRATION:

A. Jim McCoy, Contracts Manager, University Planning, Design and Construction, at Virginia Tech or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Purchasing Department through a written amendment to the contract.

XIV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions.

XV. ATTACHMENTS:

- Attachment A - Terms and Conditions
- Attachment B - Standard Contract Form

**ATTACHMENT A**  
**TERMS AND CONDITIONS**

**RFP General Terms and Conditions**

[http://www.purch.vt.edu/html.docs/terms/GTC\\_RFP\\_100110.pdf](http://www.purch.vt.edu/html.docs/terms/GTC_RFP_100110.pdf)

**Special Terms and Conditions**

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
2. **CANCELLATION OF CONTRACT:** Virginia Tech 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.
3. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
4. **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 addressed as follows:  
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY  
Purchasing Department (0333)  
270 Southgate Center  
Blacksburg, VA 24061  
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.  
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. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Virginia Tech Purchasing Department.
5. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor.  
Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.
6. **INSURANCE:**  
By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.  
During the period of the contract, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.  
**INSURANCE COVERAGES AND LIMITS REQUIRED:**
  - A. Worker's Compensation - Statutory requirements and benefits.
  - B. Employers Liability - \$100,000.00
  - C. General Liability - \$500,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
  - D. Automobile Liability - \$500,000.00



The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor:           Address Shown On RFP Cover Page  
Attention:                   Name Of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University  
Attn: Gregory A. Pratt, VCO, VCCO  
Purchasing Department (0333)  
270 Southgate Center  
Blacksburg, VA 24061

and

Virginia Polytechnic Institute and State University  
Attn: Jim McCoy  
University Planning, Design and Construction Department  
90 Sterrett Facility  
Blacksburg, VA 24061

8. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
9. **SAFETY:** The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL [http://www.ehss.vt.edu/programs/contractor\\_safety.php](http://www.ehss.vt.edu/programs/contractor_safety.php). A copy of the publication may also be obtained by contacting EHSS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.
10. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

**ATTACHMENT B**

**Standard Contract form for reference only  
Offerors do not need to fill in this form**

**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract Number: \_\_\_\_\_

This contract entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the \_\_\_\_\_ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From \_\_\_\_\_ through \_\_\_\_\_.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Request For Proposal Number \_\_\_\_\_ dated \_\_\_\_\_, together with all written modifications thereof and the proposal submitted by the Contractor dated \_\_\_\_\_ and the Contractor's letter dated \_\_\_\_\_, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor: \_\_\_\_\_ Virginia Tech

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

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