

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-2005-2024

This contract entered into this 14th day of June 2023 by F&S Building Innovations Inc dba F&S Building Innovations Inc 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, agree as follows:

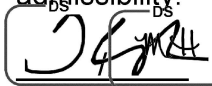
SCOPE OF CONTRACT: The Contractor shall provide On-Demand Construction & Skilled Trades Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From July 1, 2023 through June 30, 2025.

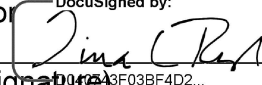
COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 337312324 dated March 13, 2023, together with Addendum Number 1 To RFP dated March 31, 2023, Addendum Number 2 To RFP dated April 6, 2023, the proposal submitted by the Contractor dated April 24, 2023 and the negotiation summary, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and admissibility.


(Initials)

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

Contractor
By: 
(Signature)
Tina Rush President, CFO
Name and Title

Virginia Tech
By: 
(Signature)
Mary W. Helmick
Director of Procurement



Request for Proposal # 337312324

For

On-Demand Construction & Skilled Trades Services

March 13, 2023

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP # 337312324, On-Demand Construction & Skilled Trades Services

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until April 10, 2023 at 3:00 PM. Failure to submit proposals by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Mary Seyler, Phone: (540) 231-3813 e-mail: mseyler@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3PM on March 27, 2023. Inquiries must be submitted to the procurement officer identified in this solicitation.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on March 20, 2023 at 4PM. See RFP Section IX, Pre-proposal Conference for additional information.

PROPOSAL SUBMISSION:

Proposals may NOT be hand delivered to the Procurement Office.

Virginia Tech has partnered with Bonfire Interactive to create a new procurement portal that will allow you to access business opportunities and submit bids and proposals to Virginia Tech digitally.

Proposals must be submitted electronically at:

<https://procurement-vt.bonfirehub.com/>.

Vendors are requested to visit the new Procurement Portal then follow the link to the Bonfire vendor registration page to register your company. Registration is easy and free. If you have any challenges with the registration process, please contact Bonfire Interactive Support at support@gobonfire.com.

It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions. Log into your Bonfire Vendor account in order to access the opportunity and begin preparing your submission. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

For a quick tutorial on how to upload a submittal, visit: https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors-?_ga=2.42375717.1472165071.1588110542-997330893.1585332052

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 1000MB in order to be received by the University.

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 or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

AUTHORIZED SIGNATURE: _____ Date: _____

06/27/2022

[INCLUDE THIS PAGE]

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish contracts through competitive negotiations for On-Demand Construction and Skilled Trades Services by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

III. CONTRACT PERIOD:

The term of the contracts will be Two (2) years.

IV. BACKGROUND:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university's main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth's most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly \$513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

The University currently has a group of pre-qualified contractors who are able to provide general contracting, electrical contracting and mechanical contracting services on an "as needed" basis for future construction/renovation projects. This pool of prequalified contractors is used to provide renovation services for various projects through Virginia Tech's On-Demand bid program. This includes projects on the Blacksburg campus as well as other locations across the state. These current contracts expire June 30, 2023. This RFP is being issued to establish new contracts which will go into effect July 1, 2023.

No single project will exceed \$500,000.00. Construction may include, but is not necessarily limited to, roofing, plumbing, painting, HVAC work, electrical work, carpentry, masonry, or similar interior or exterior building alteration or renovation work.

During the contract period, the contractor will be sent solicitations to evaluate, and asked to respond with written bids. After the contractors submit bids, Virginia Tech will evaluate the bids to determine whether or not the bids are responsive to the IFB. The contractors will be guided in submitting bids and project completion schedules from outline specifications

as available in accordance with Commonwealth of Virginia's recognized codes and standards.

Virginia Tech may elect to assign projects under \$10,000 to any one of the pre-qualified on-demand contractors.

Note: There has been a history of contractors being awarded on-demand contracts and then either, not responding to any on-demand IFBs, or not fulfilling the timeline requirements of an IFB. Virginia Tech reserves the right to consider this past performance when making awards for this solicitation. If your firm falls into one of these categories, you are not prohibited from responding to this solicitation. However, it is suggested that you address these deficiencies in your response and provide information about improvements made to your company's operations that would prevent these instances in the future.

V. 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 vendor within the eVA system.*

There are 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. Please visit the eVA website portal at <https://eva.virginia.gov/register-now.html> to access the "supplier" registration link and registration guidelines. Your firm must provide the necessary information. *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: <http://www.eva.virginia.gov>, or call 866-289-7367 or 804-371-2525.

VI. STATEMENT OF NEEDS:

A. General:

1. Contractor shall provide construction services in a professional, safe and timely manner while adhering to all policies and procedures set forth in this solicitation.
2. Contractor shall provide all labor, materials, equipment, supervision, disposal and documentation necessary for on-demand projects such as: minor construction, renovation, general maintenance, electrical, mechanical, plumbing, demolition, excavation, specialty type work, emergency repair/replacement, etc. as needs arise.
3. Contractor's hours of work shall be established by the Virginia Tech project manager noted in the particular project IFB. Additional work hours may be granted at the sole discretion of the Virginia Tech project manager.

4. Terms and Conditions set forth in this RFP shall be binding for all subsequent projects awarded. Contractor terms and conditions submitted with their proposals/bids will not be accepted by Virginia Tech.
5. **IFB Participation: Failure to bid on at least 4 projects during the 2 year contract period, may result in removal from the on-demand pool and not being awarded an on-demand contract in the future.**
6. **Contractors who don't meet project timelines, or provide poor performance, are unable to maintain a safe working environment, or workmanship due to failures on their part, may be removed or suspended from the on-demand pool. See item 7 below.**
7. **Remediation: In the event a contractor does not meet the requirements of a particular project or does not follow the terms of their on-demand contract, Virginia Tech will document the offense by issuing the contractor a "deficiency" notice or cure letter outlining the issues and remedies for correction. The contractor will be asked to respond with proposed corrective action and a timeline for these remedies to be completed. Depending on the severity of the infraction and the contractor's response to remedy the situation, Virginia Tech reserves the right to terminate or suspend the vendor's contract. See below.**
 - a. **Safety violations: Depending on the severity of the violation, Virginia Tech may terminate or suspend the on-demand contract after one documented offense.**
 - b. **Failure to meet project deadlines or milestones: After 2 documented offenses; Virginia Tech may terminate or suspend the vendor's on-demand contract.**

B. Invitations for Bid and Future Awards:

Virginia Tech will periodically issue invitations for bids to the pre-qualified contractors for construction projects. Projects are expected to fall within the range of \$10,000 to \$500,000.00 in cost. The contractors will then be requested to submit bids based on Fixed Price (FP).

Fixed Price (FP): This type of bid is the most commonly used especially when the scope of work includes both labor and materials and is adequately defined. The contractor shall include all of the costs necessary to complete the construction project when submitting a fixed price bid.

Awards are made to the contractor based on the lowest responsive bid that fully complies with the bid documents. However, Virginia Tech reserves the right to complete any project with its own forces/contract or cancel the procurement at any time. The number of contractors and types of contractors asked to bid on projects may depend on the estimated cost and type of project being solicited. (See sections C, D and E below). While contractors are not required to submit a bid for all projects, penalties may apply for non-participation. See item A, 5 above. Further, if a contractor consistently fails to meet established completion dates for projects or otherwise does not adequately perform on projects which the contractor has been awarded, that contractor may be penalized. See section A, 6 above. Virginia Tech will also reserve the right to award to the next lowest bidder if it is determined that the low bidder is unable to complete the project, in the time required, due to current workload. This will only be considered after conferring with the low bidder as part of the determination. NOTE: Bid results may be requested from Virginia Tech Procurement (Mary Seyler) but will only be provided after the project manager has consulted with the low bidder.

C. Projects Estimated between \$10,000 and \$200,000:

A Virginia Tech representative project manager will contact at least three of the prequalified contractors within the pool to provide bids on the project. Virginia Tech may include contractors outside the on-demand pool if it is determined they have special expertise with the project scope of work or the work location is outside of the Blacksburg area.

D. Projects Estimated between \$200,001 and \$500,000:

1. Upon the decision by Virginia Tech to utilize the On Demand Bid pool, notification from Virginia Tech Renovations Department, Department of Student Affairs or the Procurement Department will be sent to all pre-qualified contractors by email. **It is the contractor's responsibility to keep the email and phone contact information up to date by informing the Virginia Tech contract administrators AND the Procurement Department of changes. Failure to do so could result in missed bid opportunities.**
2. All On-Demand Construction & Skilled Trades contract holders will receive the invitation to bid.
3. Contractors will have a minimum of four (4) days from issuance of the IFB to attend a pre-bid meeting.
4. Contractors will be provided with a scope of work to include materials, equipment and installation requirements and any technical specifications or drawings that apply.
5. Contractors, in most cases, will be given minimal time to submit questions and clarifications prior to receipt of bid.
6. The bid due date and time will be specified within the IFB. Bids will be opened immediately following closing date and time. Award will be issued to the lowest responsive/responsible bidder.
7. Bid responses should include a list of all items the contractor intends to self-perform. In the event that the contractor desires to sub-contract some part of the work specified in the IFB, the contractor should furnish, within their bid response, the names, and Virginia Contractor's license number of their proposed sub-contractors. The University reserves the right to request/deny sub-contractors.
8. For projects that are not in the Blacksburg vicinity, Virginia Tech may invite other contractors near the project site to increase competition. Bidders will be notified if Virginia Tech invites non on-demand contract holders to participate.

E. Contractor Requirements:

1. License Requirements: The contractor shall be licensed by the Commonwealth of Virginia State Board of Contractors as a Class A, B, or C Contractor. **Contractors shall only provide bids for which they are appropriately licensed. Bidding on projects for which the contractor is not appropriately licensed may be grounds for removing the contractor from the On-Demand pool.**
 - a. Class A Contractor's: Are unrestricted in the dollar amount of contracts they may complete.

- b. Class B Contractor's: Can perform work on or manage projects up to \$120,000 per project, or if the total value of all such contracts undertaken by Contractor within any 12-month period does not exceed \$750,000.
 - c. Class C Contractor's: Can perform work on or manage projects up to \$10,000 per project, or if the total value of all such contracts undertaken by Contractor within any 12-month period does not exceed \$150,000.
2. The contractor shall provide high quality construction services equal to or better than construction industry standards. This includes prompt response to requests for construction and completion of projects in a timely manner once guidelines and timetables are established by Virginia Tech. Work in progress shall be inspected periodically by Virginia Tech University Building Official's office for adherence to the VUSBC, Virginia Tech Design and Construction Standards and quality workmanship. (see link here)
<https://www.facilities.vt.edu/planning-financing/design-and-construction-standards.html>
 3. The contractor shall provide sufficient project(s) management to adequately meet Virginia Tech's needs. The contractor shall be responsible for working with various Virginia Tech departments and shall provide assistance, expedite work, correct deficiencies and handle any other miscellaneous issues which may occur during work-in-progress.
 4. The contractor shall provide a competent, well-trained and experienced staff that exhibits professionalism and service excellence. The contractor shall provide on-site supervision of all trades at all times that the work is in progress. This on-site supervisor shall be empowered to act on behalf of the contractor.
 5. All employees of the contractor and subcontractors shall wear uniforms or other appropriate Virginia Tech approved identification at all times to designate their affiliation with the contractor.
 6. The contractor shall be required to adhere to the requirements of the Virginia Tech Environmental Health and Safety's document Safety Requirements for Contractors and Subcontractors. This includes adhering to the Commonwealth of Virginia safety codes and standards, and scheduling work around Virginia Tech's special events and holidays. (See link to EHS safety standards link here)
<https://ehs.vt.edu/programs/occupational-safety/contractor-safety.html>
 7. On many projects, bid/construction documents may be limited. Under these circumstances the quality of materials and workmanship shall be in conformance with the high-quality standards established by the Virginia Tech Design Guidelines and Construction Standards Manual and the total scope of work would be that which can be reasonably implied and inferred from the construction documents.
 8. The contractor shall be required to provide a detailed plan of operation on assigned projects to demonstrate to Virginia Tech how the contractor plans to accomplish the projects. The plan shall include all facets of the project including, but not limited to; personnel to be allocated to the project, inspection review by the Contractor, provisions for warranty and maintenance integrity, a schedule showing steps from start to finish of stages of project work, follow-up work etc. This plan may be compared to the plans of Virginia Tech to make an analysis of the strengths and weakness of each plan enabling Virginia Tech to determine if Virginia Tech will complete the work by utilizing Virginia Tech's resources or seeking the contractor's resources.

9. The contractor's work force and the work force of its subcontractors shall be staffed with licensed journeymen in all trades with demonstrated experience in their respective fields of work.
10. All construction furnished in fulfilling any project shall be of the highest quality as measured by the highest standards or grade of the particular trade(s) involved, except where a lower standard or grade is defined in Virginia Tech's contract documents or instructions.
11. In the event that the contractor desires to subcontract some part of their work, the contractor shall furnish Virginia Tech the names, qualifications and experience of its proposed subcontracts before beginning work on any awarded project. Contractor shall also submit all emergency contact phone/pager/cell phone numbers of the contractor and subcontractors. The contractor shall be responsible for completely supervising and directing the work under the contract and all subcontractors that it may utilize, using its best skill and attention. Virginia Tech reserves the right to reject any subcontractor proposed to complete the work or a portion of the work.

F. Procedure:

1. Contractors selected as a result of this solicitation will receive invitations for bid for projects in accordance with the Section IV, subsections B, C and D above. If the bid contains a provision for a pre-bid conference, the contractor should attend and carefully examine the site of the proposed work to acquire a full understanding of the nature and scope of the project. Under certain circumstances, a virtual pre-bid meeting may be set up instead of an in-person meeting. When this is done, potential bidders will be allowed to schedule site visits with the Virginia Tech project manager to inspect the work site.
2. The contractor shall deliver to Virginia Tech, a written bid of the cost to complete the project. Virginia Tech's designated representative will review the contractor's bid and, if the bid is acceptable, initiate purchase procedures. Up to 30-days should be allowed for bid review and obtaining internal approval by Virginia Tech. Virginia Tech reserves the right to reject all bids. Bid prices shall be good for 30 days from the date of the proposal.
3. In preparing bids, the contractor may choose to rely on personal inspection and/or contact the project manager to obtain access to existing building drawings. It shall remain the contractor's responsibility to field verify all measurements and construction conditions prior to submitting any bid.
 - a. Bids shall include proposed schedule for project completion
 - b. Bids shall include Contractor's license.
4. Upon approval of a bid by Virginia Tech, a Purchase Order will be issued as authority to proceed with the work. The Purchase Order will incorporate all components of the original IFB (including timelines and all associated documents), the bid submitted by the contractor, and the on-demand contract resulting from this solicitation. ***The contractor shall undertake no work until a written Purchase Order has been received from Virginia Tech. All work shall be completed within the time period set forth in the IFB scope of work.***
5. The contractor is required to confirm that the building permit is in place prior to starting work.

6. The contractor shall perform no work that would result in exceeding the dollar limitation of the Purchase Order without first having obtained written approval from the Virginia Tech.
7. If construction documents are developed for specific projects, the contractor will be given an electronic set of construction documents at no charge. All other sets of documents required by the contractor for its use or for use of any of its subcontractors and suppliers or for other use, are the responsibility of the contractor.
8. If a contractor consistently fails to provide high-quality construction and/or fails to respond promptly and fully to complaints, Virginia Tech may, in its sole discretion, elect not to solicit or accept bids from this contractor for one or more future on-demand construction projects.

G. Use Of Premises:

1. The contractor shall be responsible for repairing or replacing any work damaged by its operations within ten (10) days after notification by Virginia Tech, unless delayed by availability of materials.
2. It is the responsibility of the contractor to report to Virginia Tech, in the original bid, any damage found prior to beginning any work at the site. In addition, it is the responsibility of the awarded contractor to take site photos of the existing conditions prior to beginning work.
3. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with and in the presence of an authorized representative of Virginia Tech. The contractor shall give advance notice of the need for cut-off or adjustments which will be scheduled at the convenience of Virginia Tech.
4. All work shall be coordinated and scheduled with Virginia Tech to minimize disruption of operations.
5. Access for work in restricted areas requires a 48-hour minimum notice to Virginia Tech. Work in these areas may require escort.
6. To the extent feasibly available, bathroom facilities, electricity and water may be used by the contractor as directed by Virginia Tech.
7. All projects shall be performed in a manner that shall not adversely affect the integrity of a building's structural, mechanical, electrical, fire protection and life safety systems or any other building systems or utilities that may overload or render useless any portion of the building without first seeking approval by Virginia Tech's representative. Utilities shutdowns must be coordinated in advance. The contractor shall be responsible for coordinating utilities shutdowns with Virginia Tech's designated representative.
8. Where materials and equipment must be stored, and are of value or attractive for theft, the contractor shall provide a secure lockup. The contractor shall enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism. Any theft or vandalism shall be reported to the Virginia Tech Police Department for investigation.

9. The contractor shall:

- a. Perform all work in such a manner as to minimize interruptions or interfere with the operation of any existing activity on the premises or with the work of any contractor.
- b. Store apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of Virginia Tech.
- c. Provide to the jobsite (1) set of 24"x36" set of "For Construction" drawings for use by Virginia Tech and (1) job site binder to remain on site at all times during construction with tabs to include but not be limited to the following items:
 - Coversheet with jobsite address and emergency contact information
 - 11"x17" set of the "For Construction set" with addendums within 3 days
 - Copies of all required permits
 - 11"x17" detailed project schedule for each trade and major milestone task defined.
 - Finalized RFIs and approval by UBO
 - Unless otherwise coordinated with the Virginia Tech project manager in writing, finalized submittals for awarded projects must be submitted to the Virginia Tech project manager within 14 days of purchase order date
- d. In accordance with applicable codes and industry standards, provide proper ventilation and dust control so as not to endanger building occupants or contract workers. Dust/noise control barriers shall be in accordance with applicable building codes.

Safety: All work shall be in accordance with Virginia Tech's EHS "Safety Requirements For Contractors" which are outlined here: <https://ehs.vt.edu/programs/occupational-safety/contractor-safety.html>

- e. Continuity: All work shall conform to the Virginia Tech "Design & Construction Standards" which are outlined here: <https://facilities.vt.edu/planning-financing/design-and-construction-standards.html>
10. The contractor expressly undertakes, to effect all cutting, filling or patching of its work required to make the same conform to the drawings and specifications, and except with the consent of Virginia Tech, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
 11. The contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workman-like appearance. No such refuse, rubbish, scrap material and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law. The contractor shall present evidence (such as delivered weight tickets) to Virginia Tech as confirmation that all refuse, rubbish, scrap materials and debris are hauled to a recycling site as opposed to disposal via a landfill.
 12. The contractor expressly undertakes, either directly or through its subcontractors, the responsibility to clean daily, all areas associated with the project scope of work which will include, but not be limited to the project work area, egress to and from the work areas,

elevators, mechanical/electrical rooms, janitor's closets, restrooms (when applicable). If the contractor fails to clean these areas, Virginia Tech may do so and charge for the cost thereof to the contractor.

13. The contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from its operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonable dust free all finished surfaces including all equipment, piping, etc. on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, Virginia Tech may do so and charge for costs thereof to the contractor.
14. The contractor is responsible for obtaining and displaying the appropriate parking passes (See attachment A – Terms and Conditions). Vehicles parked outside the designated limit of disturbance/construction fencing are the contractor's responsibility. Any vehicles not properly permitted to park on turf or sidewalks will received one verbal warning and parking services will be notified for any additional occurrence. The contractor will be responsible for tickets and /or towing expenses. In addition, the contractor will be responsible to repair, clear, replace any turf or sidewalk damaged by vehicle parking/travel.
15. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.

H. Access to and Inspection Of Work:

1. The contractor shall notify the designated Project Manager from Virginia Tech prior to completion of work to arrange for all rough-in and final inspections. Any omission or failure on the part of the University Building Official to disapprove or reject inferior or defective work or materials shall not be construed to be a final acceptance of any such work or material. If any defective work or materials are found during inspection the contractor shall remove or repair, at its own expense, such defective work or rejected material and shall rebuild and/or replace same without extra charge within ten (10) days of being notified of disapproval by Virginia Tech. If any such work shall be concealed or enclosed without approval or consent, it must, if required by Virginia Tech, its representative or other proper authorities, be uncovered for examination at contractor's expense.
2. Virginia Tech, its specified agents, any public authority and their representative shall at all times have access to the work, whenever it is in preparation or progress. The contractor shall provide safe facilities for such access and inspection.

I. Superintendence by Contractor:

1. The contractor shall have ONE competent foreman or superintendent, satisfactory to Virginia Tech, dedicated for EACH job site at all times during the progress of the work. The contractor shall be responsible for all aspects of the construction to include but not limited to means, methods, sequences and procedures, for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify Virginia Tech,

in writing, of any proposed changes in superintendent including the reason for making such change.

2. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her or anyone who will not work in harmony with those employed by the contractor, the subcontractors, Virginia Tech or Virginia Tech's separate contractors and their subcontractors. Virginia Tech may require the contractor to remove from the work any employee Virginia Tech deems to be incompetent, careless, not working in harmony with others on the site, or is otherwise objectionable.

J. Warranty of Materials and Workmanship:

1. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, free of defects and in accordance with the contract documents for a period of one year following the date of the acceptance of the work. The contractor further warrants that workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified and licensed in their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this contract.

K. Protection of Persons and Property:

1. The contractor expressly undertakes both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
2. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
3. The contractor shall continuously maintain adequate protection of all work from damage and shall protect Virginia Tech's property from injury or loss arising in connection with this contract. The contractor shall make good on any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of Virginia Tech. The contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by Virginia Tech. The contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of its obligation for the protection of persons and property.
4. Any damage, including damage to finished surfaces, resulting from the performance of the contract shall be repaired to Virginia Tech's satisfaction at the contractor's expense.

L. Standards of Conduct:

1. The contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The contractor is also responsible for insuring that its employees do not disturb papers on desks, or open desk drawers, cabinets or briefcases, or use Virginia Tech phones, and the like, except as authorized.

2. Contractors should not engage with students or faculty/staff occupants. Any communication with staff or occupants must be run through the Virginia Tech project manager.
3. Contractors should not discuss projects with end users. Any concerns about a project must be discussed with the Virginia Tech project manager or their designee.

M. Time for Completion:

1. The time required for completion will be designated by Virginia Tech on the Invitation for Bids or other bid documents. In some instances, the Time for Completion may be stated on the Invitation for Bids or other bid document in the form of a Project Completion Date. The Work must be substantially completed by the Time for Completion or the Project Completion Date. Unless otherwise specified, the Contractor shall achieve Final Completion within thirty (30) calendar days after the date of Substantial Completion. The contractor may submit with their bids a proposed construction completion date based on material/equipment lead times or availability of manpower for Virginia Tech to review and discuss prior to the award of a bid.
2. The Time for Completion date will be noted in the purchase order as the "Must Be Delivered By" section of the PO and shall become a binding part of the Contract upon which Virginia Tech may rely in planning the use of the facilities to be constructed and for all other purposes. If the Contractor fails to substantially complete the work within the Time for Completion or Project Completion Date, as set forth in the Contract, the Contractor shall be subject to payment of actual damages incurred by Virginia Tech or liquidated damages, if provided for in the Contract. The contractor is responsible for providing an updated project schedule within 2 days of the request from Virginia Tech. The recovery schedule will be reviewed with Virginia Tech to determine if the project completion will be extended and formal change will be made to contract documents.
3. The Contractor represents and agrees that they have taken into account in their bid the requirements of the bid documents, the contract documents, local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the Work. The Contractor agrees and warrants that they will achieve Substantial Completion of the Work to allow Virginia Tech to have Beneficial Occupancy not later than the Time for Completion or Project Completion Date. The Contractor agrees and warrants that they will achieve Final Completion of the Work (the entire completion of all Work, including "punch list" items), not later than thirty (30) calendar days after achieving Substantial Completion.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

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

1. Provide an overview of your experience, details about regular staff, and three projects recently completed.
2. Provide a copy of your Virginia Department of Professional and Occupational Regulation (DPOR) License. In the matrix below, check all trades your firm has the appropriate type of

licensing and qualifications to become a pre-qualified contractor on the Virginia Tech, On-Demand Services listing:

TRADES —	CHECK TO BE PRE- QUALIFIED
General	
Flooring installation / refinishing	
Electrical	
Excavation	
Plumbing	
Mechanical	
Demolition	
Siding	
Patio Repair/Surface	
Structure/Metals	
Aluminum /Metal	
Masonry	
Concrete	
Paving	
Fencing	
Painting	
Tile work	

3. Provide a statement that speaks to the financial stability of your company. In this section, include an Insurance Certificate as outlined in Attachment A under the “Special Terms and Conditions” clause number 12.

4. Participation of Small, Women-owned and Minority-owned Business (SWaM) Business:

If your business cannot 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 Small Business and Supplier Diversity (SBSD), 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 SBSD website at <http://www.sbsd.virginia.gov/>

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

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

4. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Bonfire online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

5. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. 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.

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. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	20
4. Financial Stability	20
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
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 offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. 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 C for sample contract form.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

IX. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional, virtual pre-proposal conference will be held on March 20, 2023 at 4PM via "Zoom". If you wish to attend this conference, send an email to mseyler@vt.edu no later than 12 PM March 20th. A link for the conference will be sent to you by 1PM March 20, 2023th. 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.

Be sure to have copy of this solicitation with you during the meeting. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

X. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3PM on March 27, 2023. Inquiries must be submitted to the procurement officer identified in this solicitation.

XI. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech) Accounts Payable
North End Center, Suite 3300 300 Turner Street NW Blacksburg, Virginia 24061

XII. 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 the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website:

<http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XIII. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.apps.vpfin.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.

XIV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

XVI. TERMS AND CONDITIONS:

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

XVII. CONTRACT ADMINISTRATION:

- A. Mary Seyler, Contracts Officer/ Buyer Senior, Procurement Department, at Virginia Tech or their 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 their 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 their 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 Procurement Department through a written amendment to the contract.

XVIII. ATTACHMENTS:

Attachment A - Terms and Conditions

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf

ADDITIONAL TERMS AND CONDITIONS

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
2. **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.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **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.
5. **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.
6. **PROPOSAL SUBMISSION:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to <https://procurement-vt.bonfirehub.com/>. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 1000MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
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 via email.
8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

- 9. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf
- 10. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 11. AS-BUILT DRAWINGS:** The contractor shall provide Virginia Tech a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The Contractor shall also provide Virginia Tech with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to Virginia Tech upon completion of the work and prior to final payment.
- 12. MATERIALS CONTAINING ASBESTOS:** The contractor shall not incorporate any materials into the work containing asbestos. The contractor shall not incorporate any material known by the contractor to contain a substance known to be hazardous to health when the building is occupied unless specifically approved by Virginia Tech or required by the specifications. If the contractor becomes aware that a material required by the specifications contains asbestos, it shall notify Virginia Tech immediately and shall take no further steps to acquire or install any such material
- 13. COMPLETE INFORMATION:** All offerors/Bidders shall state manufacturer and product offered, and enclose complete and detailed specifications with Proposal/Bid for all products offered. This is required even if quoting on the exact brand name as shown. Failure to do so may cause Proposal/Bid to be considered nonresponsive.
- 14. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified
- Contractor Name: _____ Subcontractor Name: _____
- License #: _____ Type: _____
- 15. CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- 16. ELECTRICAL INSTALLATION:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shall bear the appropriate label of approval for use intended.
- 17. EXTRA CHARGES NOT ALLOWED:** The Proposal/Bid price shall be for complete installation ready for Virginia Tech use, and shall include all applicable freight and installation charges; extra

charges will not be allowed.

- 18. FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representatives that the work is operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- 19. INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Virginia Tech.
- 20. INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- 21. INSURANCE:** By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder 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 - \$2,000,000.00 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.
 - E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
 - F. *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.
- 22. MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- 23. ORDERS:** Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.

- 24. PROPOSAL/BID ACCEPTANCE PERIOD:** Any Proposal/Bid received in response to this solicitation shall be valid for (60) days. At the end of the (60) days the Proposal/Bid may be withdrawn at the written request of the offeror/bidder. If the Proposal/Bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- 25. 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 <https://ehs.vt.edu/programs/occupational-safety/contractor-safety.html>. 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.
- 26. SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. 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 walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
- 27. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- 28. TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.
- 29. WARRANTY (COMMERCIAL):** The contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Virginia Tech by any other clause of this solicitation. A copy of this warranty must be furnished with the Proposal/Bid.
- 30. 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.

ADDENDUM # 1 TO RFP # 337312324

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE March 31, 2023	DUE DATE AND HOUR April 10, 2023 3PM
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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Mary Seyler / Buyer Senior
E-MAIL ADDRESS: mseyler@vt.edu TELEPHONE NUMBER (540) 231- 3813
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

On-Demand Construction & Skilled Trades Services

1. See the following information on page 2
 - RFP Clarifications and responses to vendor questions.
 - Pre-proposal meeting attendance roster
2. All other terms, conditions and descriptions remain the same.
3. The proposal due date and hour remains April 10, 2023 by 3PM

I acknowledge that I have read and understand this addendum in its entirety.

Signature

Date

RFP Clarifications and Answers to Vendor Questions

1. Question: Section VII, A, 5 of the RFP states the following proposal submission requirement: “The return of the General Information Form and addenda, if any, signed and filled out as required”.

Virginia Tech Response: Disregard the requirement for the “General Information Form”. This information is now captured when offerors sign up with “Bonfire”. Offerors will still need to acknowledge this addendum with their proposals.

2. Question: Will this be a cooperative contract?

Virginia Tech Response: No.

3. The following is a list of those who attended the virtual pre-proposal meeting held on March 20, 2023

Mary Seyler – Virginia Tech
Joy Manning – Virginia Tech
Anthony Watson – Virginia Tech
Brandon Williams – Virginia Tech
Kenneth Black – Virginia Tech
Peter Duplantier – JFJ Contractors
Richard Wood – Carolina Restoration & Waterproofing
Brian Bower – Thor Construction
Tom Nicholson – Hammerhead Construction
Leland McCray, Chris Montgomery – Montgomery Consulting
Joe Hubble – Waco Inc
Jaime Witt, Daniel Hurst, Sandy Murray – Building Specialists
Tina Rush – F&S Building Innovations
Barry Bedwell – TBS Construction
Mike Cagle – MB Contractors
Al Smith – Consolidated Construction
Rob Quarles
Travis Echols – Extreme Concrete
Jeff Comer – Electric Pros
Darron Oliver – Comfort Systems USA
Marcus Morgan – Varney Inc
Matt Schmidt – PBS Contracting
Mike Young – SRC, Inc
Jeff Loveless – TLI Construction Services
Doug Martin – TLI Construction Services
Tyler Craghead – Davis H. Elliot Company
Daniel Bowman – Air Duct Solutions
Fredy Vasquez – Ebenezer Electric
Hristo Katrev – CPE Contractors
Bob Picardi – Galicia Construction Corp
Bradley Cockram, Jason Bartley – Kesler Contracting
Deskins Inc - Darren

ADDENDUM # 2 TO RFP # 337312324

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE April 6, 2023	NEW DUE DATE AND HOUR April 24, 2023 at 3PM
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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Mary Seyler / Buyer Senior E-MAIL ADDRESS: mseyler@vt.edu TELEPHONE NUMBER (540) 231- 3813 FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221
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On-Demand Construction and Skilled Trades Services

1. This addendum is being issued to change the proposal due date from April 10, 2023 at 3PM to April 24, 2023 at 3PM
2. All other terms, conditions and descriptions remain the same.



PROPOSAL - RFP #337312324

On-Demand Construction & Skilled Trades Services

DUE: April 24, 2023, 3:00 PM

FOR:

Virginia Tech

BY:

F&S Building Innovations, Inc.

2944 Orange Ave., NE
Roanoke, VA 24012

www.fsbuildinginc.com (commercial)

www.fsfourseasons.com (residential)

Contact Tina Rush
(540) 985-9160 Office
(800) 203-2678 Toll-Free
[REDACTED] Cell
(540) 985-9166 Fax



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VII. A.1 EXPERIENCE OVERVIEW, STAFF, COMPLETED PROJECTS

Provide an overview of your experience, details about regular staff, and three projects recently completed.

EXPERIENCE OVERVIEW

F & S Building Innovations, Inc. is a Class A General Contractor providing construction services in central and southwestern Virginia. F & S was incorporated in 1965, focusing primarily on new homes until 1991 when it entered the commercial arena.

F & S Building Innovations, Inc. has three divisions – commercial, residential, and insulation-firestop. The commercial and residential divisions are staffed with a division manager, estimators, project managers, superintendents/foremen, and field team members. Our newest division, IFS (Insulation Firestop Systems) is still in development with one estimator/project manager, and several field technicians. **Currently, F & S has a talent base of 76 employees.**

Over the last three years, \$18,000,000 is our average annual revenue volume. Approximately sixty percent (60%) of the annual revenue is generated through commercial construction activities and the remaining forty percent (40%) is from residential construction activities. F & S is a service-oriented company with project sizes ranging from \$1,000 to \$7,000,000+. Our aggregate bonding capacity is \$25,000,000.

The Commercial Division specializes in the following areas, both renovations and new construction:

- Healthcare Environments (hospitals, clinics, assisted living)
- Educational Facilities (classrooms, labs, dorms, locker rooms, gyms)
- Retail Establishments (renovations, décor packages)
- Office Spaces (tenant upfits, alterations)
- Religious Assemblies (churches, classrooms)

Our Residential Division focuses on home renovations (kitchens, baths, basement finishes, interior and exterior makeovers), decks, additions, garages, and new homes.

The Insulation-Firestop Division specializes in mechanical insulation, heat tracing, and fire stopping.

Dependent on the project size, scope, and availability of resources, F & S often self-performs the following:

- Demolition
- Concrete Work (footers, flatwork)
- Framing (metal or wood)
- Drywall Assemblies
- Acoustical Ceiling Tile Systems
- Painting
- Installation of Doors and Hardware
- Installation of Bathroom Partitions and Accessories
- VCT, LVT Flooring
- Wall Protection
- Finish Carpentry

F & S Building Innovations, Inc. has been an On-Demand Contractor at Virginia Tech since 2009 and would appreciate the opportunity to continue this relationship.

VII. A.1 EXPERIENCE OVERVIEW, STAFF, COMPLETED PROJECTS
Provide an overview of your experience, details about regular staff, and three projects recently completed. *(continued)*

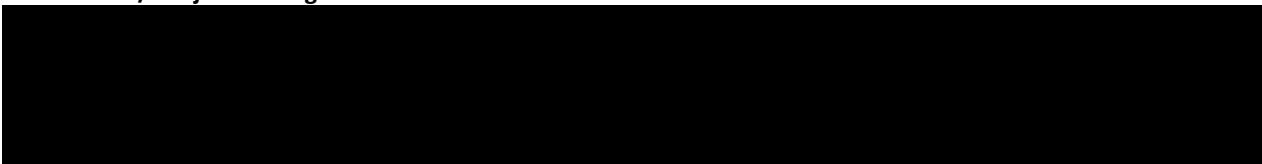
HUMAN RESOURCES

Of the 76 employees at F & S, fifty percent (50%) are in our Commercial Division. Below is a snapshot of our commercial management team and a table delineating the number of employees in specified roles.

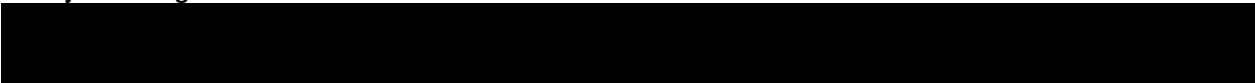
Gene Rush [REDACTED], gene@fsbuildinginc.com]
Commercial Division Manager, Director of Construction



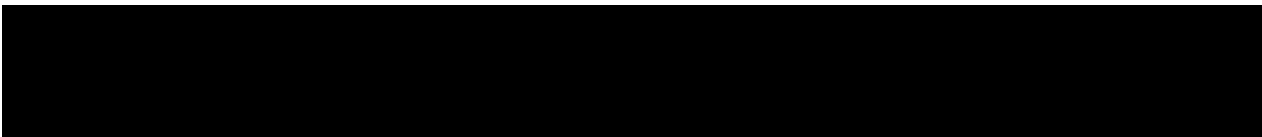
Jonathan Burger [REDACTED] jburger@fsbuildinginc.com]
Estimator / Project Manager



Tom Farrell [REDACTED], tom@fsbuildinginc.com]
Project Manager



Isaac Bronniman [REDACTED], isaac@fsbuildinginc.com]
Project Manager



Scott Austin [REDACTED], saustin@fsbuildinginc.com]
Project Manager



STAFF – COMMERCIAL DIVISION (Excluding Administrative Staff)	
Division Manager	1
Estimator	1
Project Managers	4
Senior Superintendents	8
Mechanics (Framers, Drywall Installation, ACT, Etc.)	18
Concrete, Masonry, Demo	3

VII. A.1 EXPERIENCE OVERVIEW, STAFF, COMPLETED PROJECTS

Provide an overview of your experience, details about regular staff, and three projects recently completed. *(continued)*

SAFETY

Safety is part of the culture at F & S. We strive to provide a safe working environment for all employees, subcontractors, and customers. We adhere to the codes and protocols from OSHA, VOSH, and the Contractor Safety Guidelines published by VirginiaTech Environmental, Health, and Safety Services.

Snapshot of F & S Safety Program:

- Safety Meetings, Toolbox Topics
- OSHA 10/30 Training
- CPR/First Aid/AED Training
- Tool & Equipment Usage Training
- Hazardous Communication Training, including a mobile app for access to SDS 24/7
- Personal Protective Equipment
- Respirable Crystalline Silica Awareness
- Respirator Program
- Fall Protection
- Ladder Safety & Scaffolding Training
- Lock Out / Tag Out Procedures
- Lead and Asbestos Awareness
- Electrical Safety
- Confined Space Training
- Aerial Lift Training
- Safety Carts (eye wash, SDS, extinguisher, First Aid Kit, etc.)

EXPERIENCE MODIFICATION RATES	
2023	.74
2022	.75
2021	.74
2020	.74
2019	.76
2018	.76
2017	.74
2016	.74

VII. A.1 EXPERIENCE OVERVIEW, STAFF, COMPLETED PROJECTS

Provide an overview of your experience, details about regular staff, and three projects recently completed. *(continued)*

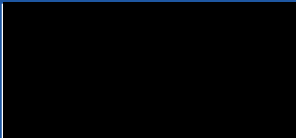
PROJECT #1

CELCO COMMUNITY CREDIT UNION

3381 Virginia Ave.

Narrows, VA

OWNER CONTACT



CONTRACT PRICE

Phase 1 \$500,000

COMPLETED

3-2023

SCOPE

Renovation of approximately 4,000 sq. ft. including the lobby, teller line, offices, conference room, and low-volt security/data wiring upgrade

ARCHITECT



VII. A.1 EXPERIENCE OVERVIEW, STAFF, COMPLETED PROJECTS

Provide an overview of your experience, details about regular staff, and three projects recently completed. *(continued)*

PROJECT #2

NATIONAL VASCULAR PHYSICIANS - ROANOKE

2860 Keagy Rd
Salem, VA

OWNER CONTACT



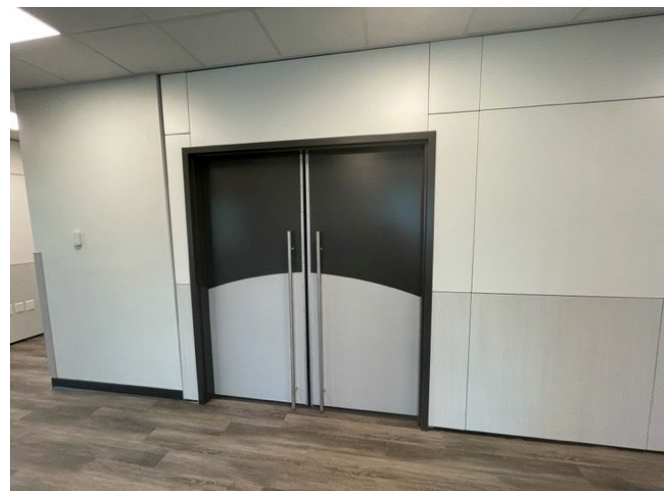
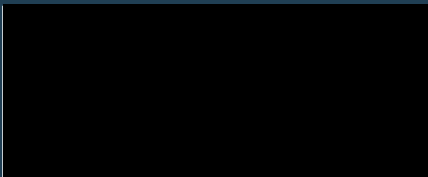
CONTRACT PRICE
\$741,936

COMPLETED
2023

SCOPE

Construction consisted of approximately 3,700 sq. ft. complete demo and rebuild of two floors in an office building to create a doctor's office with capabilities to perform outpatient interventional radiology and vascular procedures, as well as two new restrooms, two procedure rooms, two recovery rooms, a nurses' station, and several doctors' offices.

ARCHITECT



VII. A.1 EXPERIENCE OVERVIEW, STAFF, COMPLETED PROJECTS

Provide an overview of your experience, details about regular staff, and three projects recently completed. *(continued)*

PROJECT #3

CARILION CLINIC FAMILY & INTERNAL MEDICINE

544 E Stuart Drive
Galax, VA 24333

OWNER CONTACT



CONTRACT PRICE
\$3,217,411

COMPLETED - 2021

SCOPE

In this 19,452 sq ft renovation and addition, F & S completely gutted adjacent, aged spaces of 12,193 sq ft, 2,884 sq ft and a 3,007 sq ft mezzanine to combine 2 outpatient clinic practices into one new location. This new space included a multilevel addition for 566 sq ft of added office space, a pair of egress stairs, and a new elevator. The space was fitted out for all new electrical, plumbing, HVAC, Fire Alarm, Data, Fire Rated Systems, Casework, Framing, Ceilings, and Structural Support to accommodate 54 Exam Rooms, an X-Ray Suite, Phlebotomy, Offices, Clinic Support, Break Rooms, Nurse's Stations, Secure Storage, and Patient Areas. All exterior finishes were new including EIFS cladding, storefront upfit and new roof.

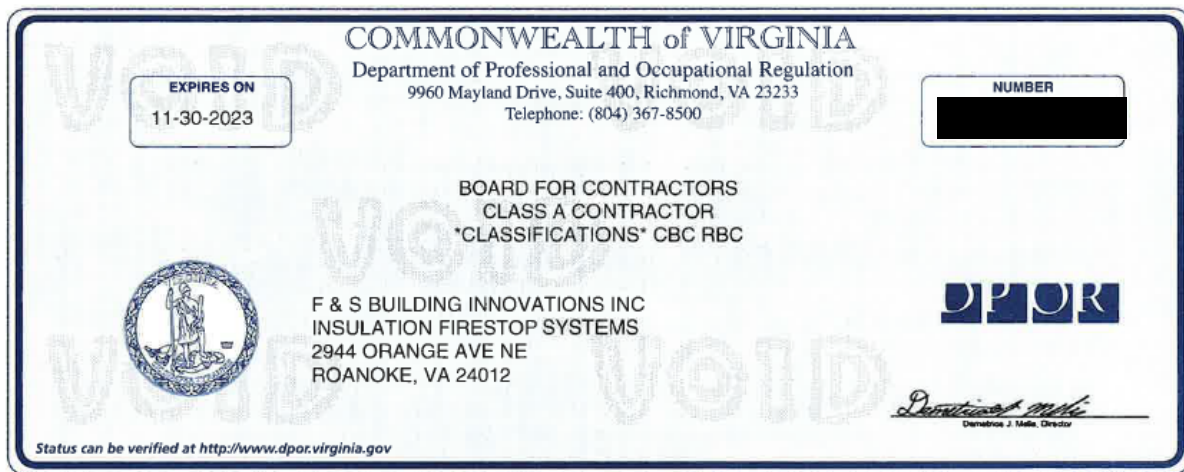
ARCHITECT



VII. A.2 DPOR LICENSE & TRADE MATRIX

Provide a copy of your Virginia Department of Professional and Occupational Regulation (DPOR) License. In the matrix below, check all trades your firm has the appropriate type of licensing and qualifications to become a pre-qualified contractor on the Virginia Tech, On-Demand Services listing:

CONTRACTOR LICENSE



TRADE MATRIX		
TRADES	CHECK TO BE PRE-QUALIFIED	
General	✓	✓ Performed with Own Forces * Subcontracted Services
Flooring installation/ refinishing	*	
Electrical	*	
Excavation	*	
Plumbing	*	
Mechanical	*	
Demolition	✓	
Siding	*	
Patio Repair/Surface	*	
Structure/Metals	✓	
Aluminum /Metal Steel	✓	
Masonry	*	
Concrete	✓	
Paving	*	
Fencing	*	
Painting	✓	
Tile work	*	

VII. A.3 FINANCIAL STABILITY & CERTIFICATE OF INSURANCE

Provide a statement that speaks to the financial stability of your company. In this section, include an Insurance Certificate as outlined in Attachment A under the “Special Terms and Conditions” clause number 12.

FINANCIAL STABILITY

The following reports reflect the continued financial stability of F & S Building Innovations:

- 2021 Balance Sheet *(2022 Not Yet Available)*
- 2021 Statement of Income *(2022 Not Yet Available)*
- Reference Letter from Brandon Pulliam, McGriff Insurance Services (Bonding Representative)
- Reference Letter from Brent Jenkins, Freedom First FCU (Banker)
- Certificate of Insurance

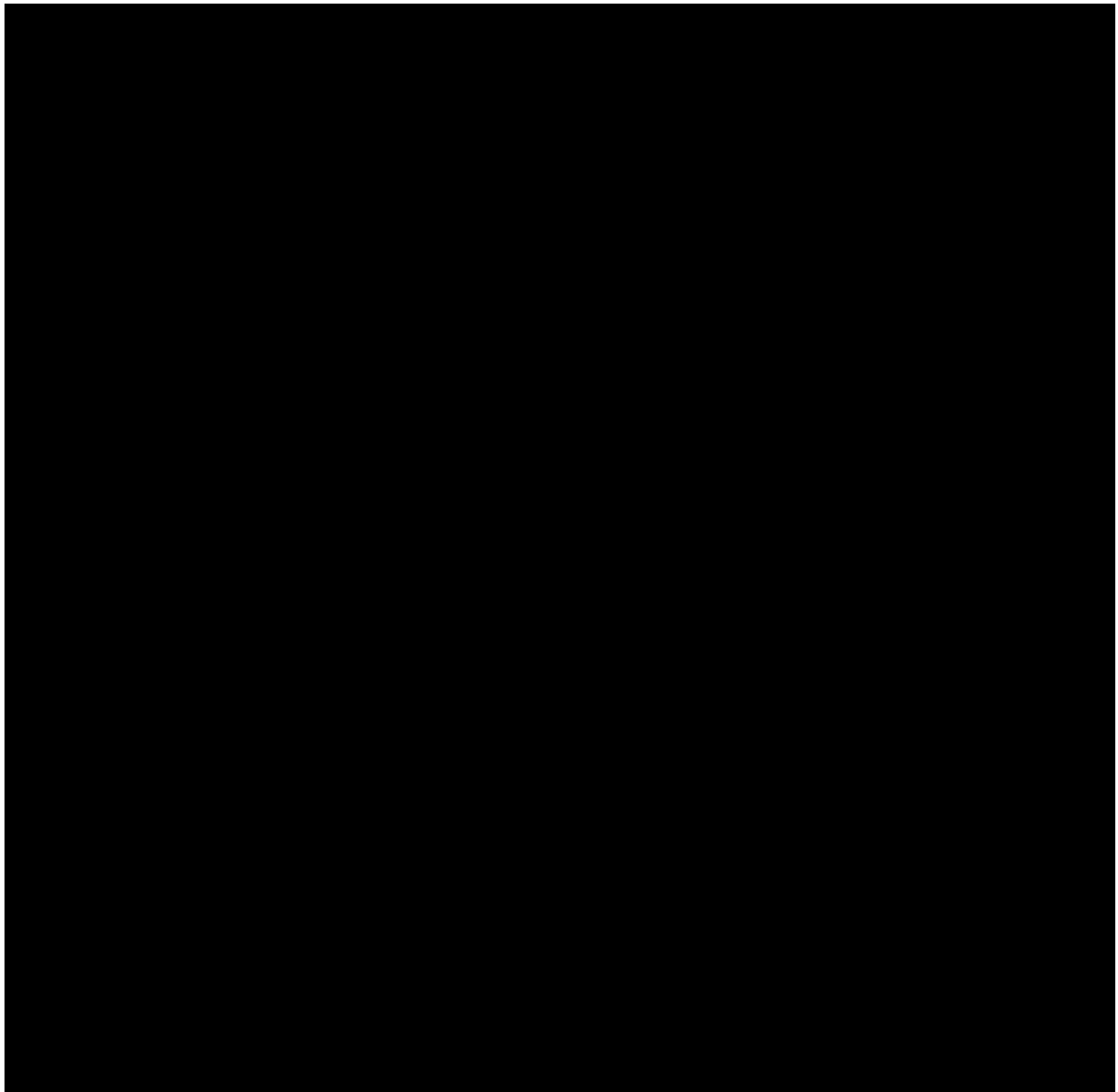
VII. A.3 FINANCIAL STABILITY & CERTIFICATE OF INSURANCE

Provide a statement that speaks to the financial stability of your company. In this section, include an Insurance Certificate as outlined in Attachment A under the “Special Terms and Conditions” clause number 12.

BALANCE SHEET

**F&S BUILDING INNOVATIONS, INC.
AND SUBSIDIARY**

**CONSOLIDATED BALANCE SHEETS
December 31, 2021 and 2020**



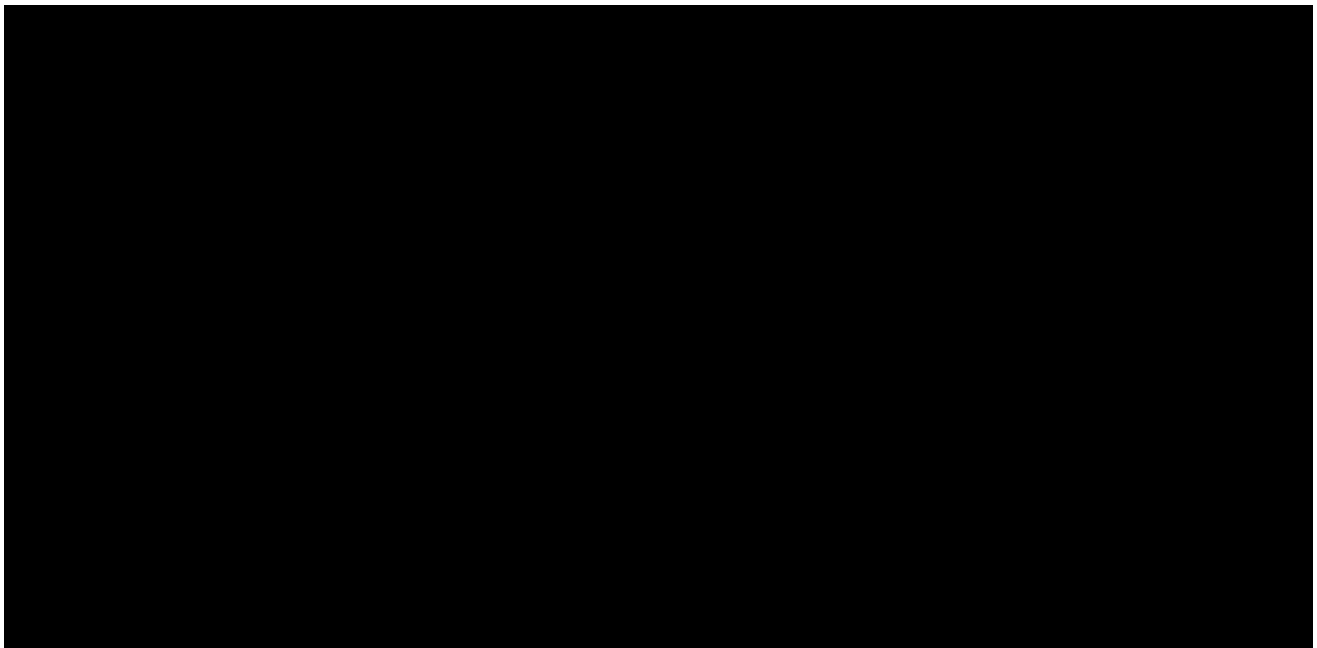
VII. A.3 FINANCIAL STABILITY & CERTIFICATE OF INSURANCE

Provide a statement that speaks to the financial stability of your company. In this section, include an Insurance Certificate as outlined in Attachment A under the “Special Terms and Conditions” clause number 12.

INCOME STATEMENT

**F&S BUILDING INNOVATIONS, INC.
AND SUBSIDIARY**

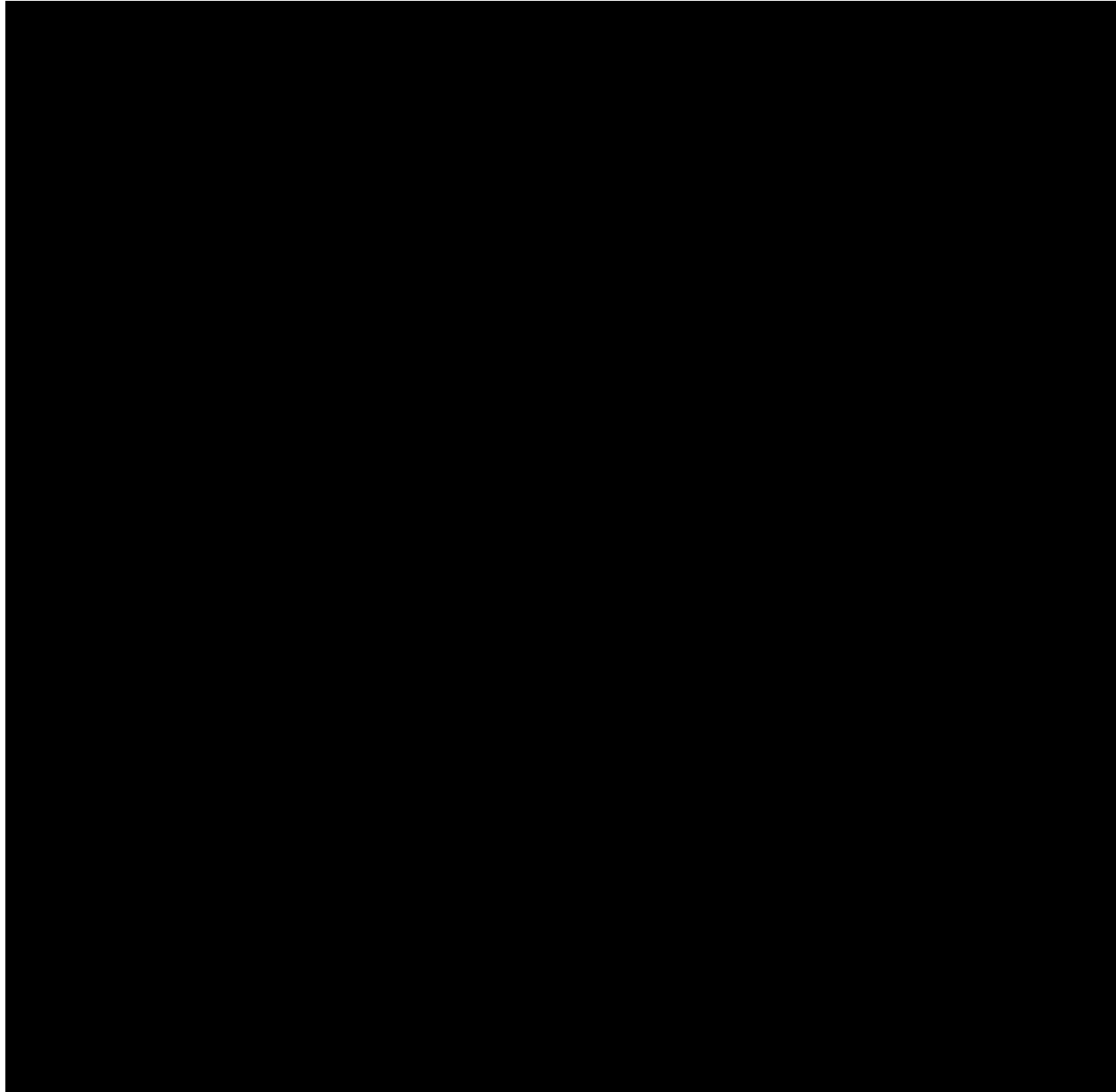
CONSOLIDATED STATEMENTS OF INCOME
Years Ended December 31, 2021 and 2020



VII. A.3 FINANCIAL STABILITY & CERTIFICATE OF INSURANCE

Provide a statement that speaks to the financial stability of your company. In this section, include an Insurance Certificate as outlined in Attachment A under the “Special Terms and Conditions” clause number 12.

SURETY CAPABILITIES - MCGRIFF



2108 W Laburnum Ave, Suite 300 | Richmond, VA 23226

McGriff Insurance Services, Inc. McGriff, Seibels & Williams, Inc.

CTL + CLICK to return to Table of Contents

VII. A.3 FINANCIAL STABILITY & CERTIFICATE OF INSURANCE

Provide a statement that speaks to the financial stability of your company. In this section, include an Insurance Certificate as outlined in Attachment A under the “Special Terms and Conditions” clause number 12.

FINANCIAL STABILITY LETTER



P.O. Box 1999, Salem, VA 24153
Local: (540) 389-0244
Toll Free: (866) 389-0244
Fax: (540) 378-8952

www.freedomfirst.com

VII. A.3 FINANCIAL STABILITY & CERTIFICATE OF INSURANCE

Provide a statement that speaks to the financial stability of your company. In this section, include an Insurance Certificate as outlined in Attachment A under the “Special Terms and Conditions” clause number 12.

CERTIFICATE OF INSURANCE

VII. A.4 SWAM PARTICIPATION

Participation in Small, Women-owned, and Minority-owned Businesses (SWAM).

SMALL BUSINESS RE-CERTIFICATION IN PROCESS

F & S Building Innovations, Inc. is in the process of recertifying our designation as a Certified Small Business. On April 10, 2023, we learned that our SWaM (# [REDACTED]) application was denied due to an issue in our by-laws. A couple of years ago, F & S added another non-owner officer/director, bringing the total number of officers/directors to four. The certification officer noted that we have two owners and two non-owners, but the quorum defined in our by-laws is two – meaning there is a possibility that the two non-owners could make major decisions/transactions without owner involvement. Our corporate attorney is reviewing the by-laws and drafting corrections so that the owners remain in control. Once the necessary revisions are in effect, we will request a waiver with DSBSD, and when granted, submit a new SWaM application. The DSBSD officer noted in an email conversation on April 11, 2023, that, “...although the immediate response was unfavorable, I’m certain that we can work together to get your business certified. I have also spoken with Ramain [Gohar, Business Service Manager (Central-West Virginia) Virginia Department of Small Business and Supplier Diversity division of SWaM] and will meet with him to discuss the best steps to proceed from here.”

F & S will continue to request bids from SWaM subcontractors and vendors from the SWaM database when bidding/performing work for Virginia Tech. Several trade partners we work with on a regular basis have SWaM designations.

VII. A.5 ADDENDA

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

ADDENDUM # 1 TO RFP # 337312324

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

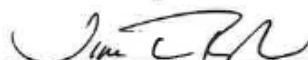
DATE March 31, 2023	DUE DATE AND HOUR April 10, 2023 3PM
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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Mary Seyler / Buyer Senior
E-MAIL ADDRESS: mseyler@vt.edu TELEPHONE NUMBER (540) 231- 3813
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

On-Demand Construction & Skilled Trades Services

1. See the following information on page 2
 - RFP Clarifications and responses to vendor questions.
 - Pre-proposal meeting attendance roster
2. All other terms, conditions and descriptions remain the same.
3. The proposal due date and hour remains April 10, 2023 by 3PM

I acknowledge that I have read and understand this addendum in its entirety.



Signature

4-4-2023

Date

Revised 10/19/21

VII. A.5 ADDENDA

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

RFP Clarifications and Answers to Vendor Questions

1. Question: Section VII, A, 5 of the RFP states the following proposal submission requirement: "The return of the General Information Form and addenda, if any, signed and filled out as required".

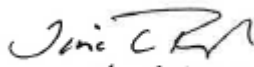
* Virginia Tech Response: Disregard the requirement for the "General Information Form". This information is now captured when offerors sign up with "Bonfire". Offerors will still need to acknowledge this addendum with their proposals.

2. Question: Will this be a cooperative contract?

Virginia Tech Response: No.

3. The following is a list of those who attended the virtual pre-proposal meeting held on March 20, 2023

Mary Seyler – Virginia Tech
Joy Manning – Virginia Tech
Anthony Watson – Virginia Tech
Brandon Williams – Virginia Tech
Kenneth Black – Virginia Tech
Peter Duplantier – JFJ Contractors
Richard Wood – Carolina Restoration & Waterproofing
Brian Bower – Thor Construction
Tom Nicholson – Hammerhead Construction
Leland McCray, Chris Montgomery – Montgomery Consulting
Joe Hubble – Waco Inc
Jaime Witt, Daniel Hurst, Sandy Murray – Building Specialists
Tina Rush – F&S Building Innovations
Barry Bedwell – TBS Construction
Mike Cagle – MB Contractors
Al Smith – Consolidated Construction
Rob Quarles
Travis Echols – Extreme Concrete
Jeff Comer – Electric Pros
Darron Oliver – Comfort Systems USA
Marcus Morgan – Varney Inc
Matt Schmidt – PBS Contracting
Mike Young – SRC, Inc
Jeff Loveless – TLI Construction Services
Doug Martin – TLI Construction Services
Tyler Craghead – Davis H. Elliot Company
Daniel Bowman – Air Duct Solutions
Fredy Vasquez – Ebenezer Electric
Hristo Katrev – CPE Contractors
Bob Picardi – Galicia Construction Corp
Bradley Cockram, Jason Bartley – Kesler Contracting
Deskins Inc - Darren


4-4-2023

VII. A.5 ADDENDA

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

ADDENDUM # 2 TO RFP # 337312324

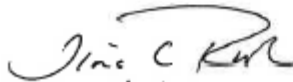
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE April 6, 2023	NEW DUE DATE AND HOUR April 24, 2023 at 3PM
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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Mary Seyler / Buyer Senior E-MAIL ADDRESS: mseyler@vt.edu TELEPHONE NUMBER (540) 231- 3813 FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221
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On-Demand Construction and Skilled Trades Services

1. This addendum is being issued to change the proposal due date from April 10, 2023 at 3PM to April 24, 2023 at 3PM
2. All other terms, conditions and descriptions remain the same.


4-6-2024

Revised 10/19/21

Thank You

Thank you for the opportunity to submit a proposal for Virginia Tech. We are so grateful for our long-standing business relationship and the projects that we have worked on together.

We look forward to collaborating with you again in the near future, to help you realize your goals and vision for Virginia Tech.

Thanks again,

Tina Rush

F&S Building Innovations, Inc.

RFP 337312324 Negotiation Questions for F&S Building Innovations

1. Virginia Tech Question: The following Term & Condition regarding Criminal Background Checks will be added to any resulting contract. Does your company agree to the following?

CRIMINAL CONVICTION CHECKS: All criminal conviction checks must be concluded before the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check before re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. **All criminal conviction checks will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed.** Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees must self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If, any time during the term of the contract, Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.

- a. The University has an awarded contract with a service provider for criminal conviction screening and background checks. The University prefers this vendor be utilized by the Contractor to comply with the contractual obligations and University Policy 4060.
- b. If Contractor chooses to utilize a different firm than the university's preferred provider, the Contractor's selected service provider shall be pre-approved by the Virginia Tech Police department as an acceptable service provider for criminal conviction and background checks to ensure that firm's service levels meet the requirements of University Policy 4060.
- c. If a Contractor chooses to utilize a different firm than the university's preferred provider, a five-day hold will be required before placement of employees deemed by the Contractor to meet all of the requirements of the University including a clean background check. Contractor shall provide the University with the name, date of birth and the last four digits of the social security number of all individual(s) to be placed in a temporary position under this contract. The University reserves the right to conduct its own background check process during this hold period.

Vendor Response: Currently, F & S Building Innovations, Inc. utilizes Praesidium for our employee background checks which includes SSN and address tracing, criminal checks, sex offender database search, and a motor vehicle report. F & S does not have an issue using Virginia Tech's preferred vendor if Praesidium isn't an approved service provider.

2. Virginia Tech Question: Does F&S Building Innovations agree to provide invoices with payment due thirty (30) days after receipt of invoice and sign off by Virginia Tech's project manager?

Vendor Response: Yes

3. Virginia Tech Question: Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?

Vendor Response: Yes

4. Virginia Tech Question: Do you agree that the contract period shall be two years?

Vendor Response: Yes

5. Virginia Tech Question: Will F&S Building Innovations agree to participate in the Wells One AP Control Payment System?

Vendor Response: No – F & S prefers to continue using ACH direct deposit.

6. Virginia Tech Question: Please identify the highest-level executive in your organization that is aware of this solicitation. Describe that person's commitment to assuring the highest quality service to Virginia Tech if your organization is awarded a contract.

Vendor Response: Gary Feazell is the CEO and majority owner of F & S. Mr. Feazell is committed to assuring the highest quality service to Virginia Tech.

7. Virginia Tech Question: Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

Vendor Response: Yes, F & S is currently registered with eVA.

8. Virginia Tech Question: Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Vendor Response: Yes

9. Virginia Tech Question: Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 337312324 and question 2 of this document shall govern the contract if a contract is awarded to your company?

Vendor Response: Yes

10. Virginia Tech Question: Virginia Tech understands that your company is currently recertifying with the SBSB. When your recertification is complete, please notify the procurement department. Please see the attached SWaM subcontracting reporting spreadsheet (Exhibit 1). The University is required to report the utilization of small, woman owned and minority owned subcontractors for each project to the Virginia Department of Small Business and Supplier Diversity (SBSB). This spreadsheet, along with the invoice and other requested documents shall constitute a complete, final payment request. Payments may not be made until all requested SWaM documentation has been received by the University. Contractors that do not submit this SWaM Subcontracting report along with their request for final payments for projects over \$50,000 may also be removed from the On-Demand contract pool. Please acknowledge your understanding of this requirement.

Vendor Response: F & S understands the requirement of SWaM reporting and the possibility of being removed from the On-Demand contract pool for non-compliance.

Note that F & S is in the final phase of our Bylaws overhaul and will immediately apply for SWaM recertification once the Bylaws are received from our corporate attorney.

11. Virginia Tech Question: For purposes of interacting with HokieMart, please identify the person (name, phone number, email address, etc.) in your company that will serve as liaison for a) e-commerce, b) accounts receivable, c) emergency orders.

Vendor Response:

E-Commerce	Tina Rush (540) 985-9160 x214 (Office) [REDACTED] (Cell) tina@fsbuildinginc.com
Accounts Receivable	Gayle Ferrell (540) 985-9160 x234 gferrell@fsbuildinginc.com
Emergency Orders	Tina Rush (540) 985-9160 x214 (Office) [REDACTED] (Cell) [REDACTED] (Personal Cell) tina@fsbuildinginc.com

12. Virginia Tech Question: Please provide the names, phone numbers and email addresses of no more than 2 people who should receive On-Demand IFBs. **NOTE:** Any changes to these contacts must be conveyed to Virginia Tech Procurement to avoid your firm missing bid opportunities under any resulting contract.

<u>Vendor Response:</u>	Tina Rush (540) 985-9160 x214 tina@fsbuildinginc.com	Estimating Department (540) 985-9160 estimating@fsbuildinginc.com
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*Subcontractor Reporting Form must be completed and submitted with pay request documentation. Payment may be withheld by terms of the contract if complete and accurate information is not submitted.

- 1) Complete all information accurately.
- 2) Contact Daysha Holmes at daysha94@vt.edu or 540-231-1269 to discuss reporting questions or concerns
- 3) ALL subcontractors should be reported, even if they are not currently certified (our staff will contact them to see if they are eligible)
- 4) The Schedule of Values should be completed entirely with a vendor name included regardless of whether you believe the firm is certified or not - this helps for matching between this report and the Schedule of Values - it also helps us to continue to follow up on certifications with vendors that may not be currently certified.
- 5) Materials and/or services suppliers should be reported as they are considered construction subcontractors.

