

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-2243-2024

This contract entered into this 9<sup>th</sup> day of May 2024 by Prospiant, 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 Maintenance, Repair and Renovations for Greenhouses to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From May 10, 2024 through May 9, 2026. With options for three (3) two-year renewals.

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 71412414 dated March 27, 2024, the proposal submitted by the Contractor dated April 2, 2024 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.

EBS, RN  
(Initials)

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

DocuSigned by:  
Contractor  
By: Brenna Stencel  
8C8549757D0C4DF...  
(Signature)  
Brenna Stencel Institutional Renovation Manager  
Name and Title

DocuSigned by:  
Virginia Tech  
By: Reed Nagel  
5EF51DA320D049B...  
Reed Nagel  
Associate Director for Goods and Services



# Request for Proposal 71412414

For

## Maintenance, Repair and Renovations for Greenhouses

March 27, 2024

**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 # 71412414, Maintenance, Repair and Renovations for Greenhouses

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

**DUE DATE:** Proposals will be received until April 10, 2024 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**INQUIRIES:** All inquiries for information regarding this solicitation should be directed to Angela Caldwell, Phone: (540) 231-1269 e-mail: [acaldwell@vt.edu](mailto:acaldwell@vt.edu). All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 2:00 PM on April 1, 2024. Inquiries must be submitted to the procurement officer identified in this solicitation.

**PROPOSAL SUBMISSION:**

**\*Please note, proposal submission procedures have changed effective March 2023.**

**Proposals may NOT be hand delivered to the Procurement Office.**

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

**Proposals must be submitted electronically at:**

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or [procurement@vt.edu](mailto:procurement@vt.edu).

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

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 50MB 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: \_\_\_\_\_

**[INCLUDE THIS PAGE]**

I. PURPOSE:

This Request for Proposal (RFP) seeks to solicit proposals to establish a contract through competitive negotiations by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

The University is seeking to establish term contract(s) with qualified companies to provide timely services as needed on university-owned greenhouses located throughout the Commonwealth of Virginia at numerous university owned facilities.

Virginia Tech has numerous greenhouses across the Commonwealth of Virginia at our 11 Agricultural Research and Extension Centers (ARECs) and main Blacksburg Campus. These greenhouses are critical to the mission of the ARECs conducting research on food and fiber systems, their impact on the environment, and their relation to the future needs of Virginia, the nation, and the world. Planning is underway for upgrades to existing facilities. Maintaining operation and function of the existing greenhouses is a key component to the research within the university. The locations of the ARECs can be found in Attachment B.

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.

For more information, please visit: <https://www.sbsd.virginia.gov/>

III. CONTRACT PERIOD:

The term of this contract is for two (2) year(s), or as negotiated. There will be an option for three (3) two-year renewals, or as negotiated.

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

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a 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. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <https://eva.virginia.gov/>, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:



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

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

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

VI. STATEMENT OF NEEDS/SCOPE OF WORK:

- A. The contractor shall provide all labor, tools, and equipment required to complete greenhouse repairs, maintenance, assembly and renovations in a higher education research environment. These projects will include but are not limited to:
1. A-Frames, lean-to hoop structure, detached and ridge/furrow or gutter connected greenhouse materials and needs.
  2. Electrical components and/or electrical replacement specific to greenhouse lighting systems and upgrades. This can include back-up generator systems.
  3. Back flow prevention systems, exhaust fans, louvres, environmental controls, cooling pad systems, steam/hot water heating systems, drip irrigation systems, mist irrigation systems, hydroponic irrigation systems, high pressure fog evaporative cooling systems, automated shade curtains, and central nutrient injection systems.

4. Tempered glass repair, re-glazing, and replacement, glass glazing systems, polycarbonate glazing systems, polyethylene film systems, roof slopes, ridge vents, sidewalls, insect screening systems, overhead door systems, rack and pinion roof, and side vents systems.
  5. Greenhouse cleaning interior and exterior.
  6. Greenhouse bench systems including rolling top, fixed top, ebb and flood.
  7. Renovations including replacement of structural components, aesthetic improvements, and repair and replacement of existing equipment.
- B. Provide custom maintenance and repair solutions specific to the research application or existing building infrastructure needs.
- C. Service Level Requirements:
1. Repair services shall be provided on an as needed basis and performed in strict accordance with all applicable codes, regulations and standards. Please review the link [here](#).
  2. A Virginia Tech project manager may be assigned to oversee completion of the project and contractor's activities. For projects not requiring a project manager, a departmental contact will serve as the contractor's main point of contact. This will be determined on a project by project basis.
  3. All Contractors & Subcontractors will be required to have the applicable Virginia contractor's licenses.
  4. All permits will be issued by the Virginia Tech University Building Official for work being done on University owned property. Otherwise, the local building official will issue permits.  
  
Renovations to the greenhouse that change the appearance of the exterior must all so be reviewed and approved by the State Art and Architect Review Board. VT will manage the process of submitted these changes to the state however may require drawings/elevations or photos to clearly show/identify the changes.
  5. The Contractor must provide a written estimate of the cost of repair services in accordance with the contract documents to Virginia Tech and receive written authorization to proceed work order/purchase order on an individual project. Repair services performed by the Contractor without such prior written authorization will not be processed for payment. Repairs performed by the Contractor as a result of an emergency repair call from Virginia Tech will not require prior written estimates and written authorization. Emergency repairs are identified and approved by Virginia Tech in advance of such repairs.
  6. A university purchase order will be issued to the contractor in advance of any work performed. Contractor should not proceed with work without receipt of an official university purchase order.
  7. The University prefers that all work be conducted by the awarded contractor. However, should a subcontractor be required, the subcontractor shall be approved by the university in advance and be properly licensed to conduct the work. See Attachment A, Terms and Conditions, Subcontracting for further requirements.
  8. All equipment repairs shall be performed on site whenever possible. Off-site repairs that remove existing university equipment must be approved in advance by Virginia Tech.

9. As soon as work is completed the contractor will notify designated project manager (if applicable) or project specific university contract person. The contractor will notify the project manager or university contact person of any expected completion times and/or changes to completion times within a timely manner.
10. Contractor shall have an awareness of and the ability to fully comply with established greenhouse procedures and safety protocol.
11. The Contractor shall complete all repairs within a time period that is mutually agreed upon, in writing, between the University and the Contractor. In the event repairs cannot be completed as agreed, the Contractor shall notify the University's Representative in writing. The contractor will provide status updates for all repairs to the project manager.
12. Invoice submitted for completed projects should include the purchase order number, the internal university work order confirmation number, labor designated by hours and rates, and itemized priced parts list (in accordance with contract pricing) within thirty (30) days of the university's acceptance of completion of project. All check lists, work orders and invoices shall include the designated university building ID number to clearly identify equipment installed as part of the project. See Section XI for information regarding where and how to submit invoices.

## 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 statement for your firm and its experience providing greenhouse repair, maintenance and renovation services and how your firm plans to complete the services outlined per the statement of needs.
2. Identify experience working with high end research greenhouses/structures such as BSL2 or equivalent.
3. Based on the facility list provided in Attachment B, notate any AREC locations that your firm can service under this contract.
4. Complete Attachment C (pricing sheet).
5. Provide at least two references for whom your firm has performed similar services for in the past two years.
6. 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 SBSB website at <http://www.sbsd.virginia.gov/>

7. The return of the Submission Instruction page 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;

- a. **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 Virginia Tech online submission portal. Refer to page 2 for instructions.

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

- b. 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 redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted 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, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals

that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. 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	20
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	15
4. Cost (or Price)	30
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.

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

X. INVOICES:

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

XI. METHOD OF PAYMENT:

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

Payment can be expedited through the use of 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. TERMS AND CONDITIONS:

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

XVI. CONTRACT ADMINISTRATION:

- A. Joy Manning, Director of Renovations, 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.

XVII. ATTACHMENTS:

- Attachment A - Terms and Conditions
- Attachment B – Locations of ARECs
- Attachment C – Pricing Sheet for Labor and Equipment Supplied by Contractor

**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](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. **IDENTIFICATION OF PROPOSAL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to [the Virginia Tech online submission portal](#). 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 50MB 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](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. 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: \_\_\_\_\_

- 14. 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.

- 15. 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.
- 16. FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representatives that the work is fully 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.
- 17. 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.
- 18. INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- 19. 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 - \$500,000.00  
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.

**20. 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.

**21. 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.

**22. PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

**23. PRICE ESCALATION/DEESCALATION:** Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor's request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

"Across the Board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

**24. PERFORMANCE AND PAYMENT BONDS:** The successful Offeror/Bidder shall deliver to the Virginia Tech Procurement Department executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with Virginia Tech as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Virginia Tech Procurement Department. Standard bond forms will be provided by the Virginia Tech Procurement Department prior to or at the time of award.

**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 EHS 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.

## Attachment B

### Locations of ARECs

Virginia Tech’s main greenhouse range is located on the corner of Washington Street and Garden Lane, in-between the Hahn Horticulture Garden and McComas Hall. Many departments and programs utilize the greenhouses 51,000 square feet of space for teaching, research and extension activities. Ten wings of glass houses are joined by a central corridor, and eight self-contained fiberglass, polyethylene or polycarbonate houses supplement the main range. In addition to the main greenhouse complex on campus, Virginia Tech has greenhouse facilities at numerous off campus locations and Agricultural Research and Extension Centers (ARECs) statewide, including:

- Glade Road Research Center, Blacksburg, VA
- Price’s Fork Research Center, Blacksburg, VA
- Smithfield Road, Blacksburg, VA
- Alson H. Smith, Jr. AREC, Winchester, VA
- Eastern Shore AREC, Painter, VA
- Hampton Roads AREC, Virginia Beach, VA
- Reynolds Homestead Forestry Resources Research Center, Critz, VA
- Southern Piedmont AREC, Blackstone, VA
- Tidewater AREC, Suffolk, VA

## Virginia Agricultural Experiment Station and its Agricultural Research and Extension Centers



**Attachment C**

**Pricing Proposal for Labor and Equipment Supplied by Contractor**

Contractor shall be required to include detailed breakdowns of costs on all quotes and invoices for verification of contract pricing. Reimbursable costs for equipment rentals/materials must be documented and included with the invoice. Costs plus proposals are not acceptable as per the Rules Governing Procurement of Goods, Services, Insurance, and Construction by Public Institutions of Higher Education of the Commonwealth of Virginia (Section 24).

Please provide below the following standard pricing that will be followed in the submission of quotes per project:

**Equipment and Materials:**

Minimum Percentage off published list price: \_\_\_\_\_%  
(\*if requested, contractor shall be prepared to supply the applicable published list price sheet)

**Standard Labor Hourly Rates (per hour)**

Foreman: \$\_\_\_\_\_ Normal \$\_\_\_\_\_ Overtime \$\_\_\_\_\_ Holiday

Laborer: \$\_\_\_\_\_ Normal \$\_\_\_\_\_ Overtime \$\_\_\_\_\_ Holiday

Electrician: \$\_\_\_\_\_ Normal \$\_\_\_\_\_ Overtime \$\_\_\_\_\_ Holiday

Other Labor Rates that are applicable: (please specify the classification)

\_\_\_\_\_: \$\_\_\_\_\_ Normal \$\_\_\_\_\_ Overtime \$\_\_\_\_\_ Holiday

\_\_\_\_\_: \$\_\_\_\_\_ Normal \$\_\_\_\_\_ Overtime \$\_\_\_\_\_ Holiday



**Prospiant, INC.**  
**Maintenance Division**

---

**VT - Capabilities Package – RFP: 71412414**  
**Maintenance, Repair, and Renovations for**  
**Greenhouses**



## Table of Contents

### VII. Proposal Preparation and Submission:

1. Company Overview.....	2-3
2. Experience in BSL2 Research Facilities.....	4
3. AREC Locations, Attachment B .....	5
4. Pricing Sheet, Attachment C .....	6
5. References from Similar Project Experience in Last Two Years .....	7-10
6. SWAM Statement .....	11
7. Submission Instruction page and addenda- SIGNED .....	12
8. Terms and Conditions, Attachment A – SIGNED .....	13-16



## VII. Proposal Preparation and Submission

### 1. Company Overview

Prospiant, Inc. (formerly Rough Brothers) has designed, manufactured, and installed greenhouses, conservatories, and related environmental control systems since 1932. The Company was originally structured along three divisions representing Commercial Growing Operations, Institutional and Research Greenhouses, and Retail Garden Centers. In 1988, Rough Brothers acquired the drawings, details, manufacturing equipment and castings from the Lord and Burnham Company, which built over 90 percent of the public conservatories in the United States. The Conservatory and Greenhouse Maintenance Division were established and merged with the Institutional Division. Prospiant has extensive professional experience in greenhouse maintenance, renovations, and conservatory restorations for institutional facilities.

The Greenhouse Maintenance Group's primary focus is upgrades, repairs, renovations, and preventative maintenance of greenhouse facilities for Universities, Schools, Public Parks, Zoos, Botanical Gardens, Public and Private Conservatories, and Private Research Companies. This group brings together a unique team that specializes in tailored solutions for the individual end-user group. Because of the extensive knowledge of our group, we can meet the needs of diverse applications and custom design/engineer our products to meet specialized requirements.

### Planned Execution for Statement of Needs as Outlined in Section VII.

Prospiant is a full-service greenhouse company and provides all materials, installation labor, design, manufacturing, project management, in-house engineering, and project administration. In addition, Prospiant provides a full one (1) year warranty on all labor and material upon substantial completion.

The Maintenance team at Prospiant is able to quickly mobilize their labor crews and procure material for projects that require reglazing (acrylic, polycarbonate, polyfilm, and glass), replacing glass, replacing ridge vent drive systems, side vent drive systems, shade systems, insect screening, evaporative cooling pad systems, exhaust fans, structural repairs (in-house engineering with engineers licensed in all fifty states) erecting and repairing various benching systems, lighting and light rack systems, constructing blackout systems, environmental controls, and performing preventative maintenance that is tailored to individual greenhouse needs. \*

Upon request, Prospiant's Maintenance team will furnish accurate scopes with pricing in a timely manner to the designated VT project manager. Upon furnishing scope, Prospiant will be available via e-mail, phone, conference call, or site visit to answer any and all questions that may arise.

Upon receiving a purchase order for quoted work, Prospiant will furnish all necessary paperwork to designated VT project manager (W-9, COI, licenses, bonds, safety information etc.). Prospiant will



designate a project manager (with minimum ten (10) hour OSHA Safety Certification) to coordinate design, scheduling, material, and labor.

Upon completion of work, Prospiant will provide a letter of substantial completion and one (1) year warranty letter.

Upon completion, Prospiant will invoice VT for all completed work. Prospiant's payment terms are Net 30 Days.



VII. Proposal Preparation and Submission (Cont.)

2. Experience in BSL2 Research Facilities

**INARI, STRONG BOX – 2021 DESGIN BUILD**

**LOCATION:** West Lafayette, Indiana

**SQUARE FEET:** 14,940

- Nexus steel, Vail style gutter connected greenhouses, Five (5) each 41' 6" x 72'. 18'H Gutter .
- Five (5) growing zones.
- Argus Environmental Control Systems.
- Automated ridge vents with Anti – Thrip Econet 4045 insect screening
- Evaporative Cooling Systems with motorized intake shutters

**USDA, BELTSVILLE – 2015 SHADE RENNOVATION**

**LOCATION:** Beltsville, Maryland

- Furnish and install new FF/FR Gray/White Trevira CS shade cloth panels in (4) greenhouses.
- Replace damaged drive gears, drive drums, shaft hangers, and leading-edge componentry.

**GENECTIVE – 2015 DESGIN BUILD**

**LOCATION:** Weldon, Illinois

**SQUARE FEET:** 3,920

- One (1) Aluminum research greenhouse. 70' x 56'
- Two (2) zones, each 28' x 60' with one (1) 10' x 56' corridor.
- 16mm clear double skinned Impact Modified Acrylic panels.
- Automated ridge vent and gable vent drive systems.
- Anti – Thrip screens at roof vents and gable vents.
- Wadsworth Environmental Controls Systems.



### 3. Attachment B, AREC Locations

## Prospiant with service ALL locations listed.

#### Attachment B

Virginia Tech's main greenhouse range is located on the corner of Washington Street and Garden Lane, in-between the Hahn Horticulture Garden and McComas Hall. Many departments and programs utilize the greenhouses 51,000 square feet of space for teaching, research and extension activities. Ten wings of glass houses are joined by a central corridor, and eight self-contained fiberglass, polyethylene or polycarbonate houses supplement the main range. In addition to the main greenhouse complex on campus, Virginia Tech has greenhouse facilities at numerous off campus locations and Agricultural Research and Extension Centers (ARECs) statewide, including:

- Glade Road Research Center, Blacksburg, VA
- Price's Fork Research Center, Blacksburg, VA
- Smithfield Road, Blacksburg, VA
- Alson H. Smith, Jr. AREC, Winchester, VA
- Eastern Shore AREC, Painter, VA
- Hampton Roads AREC, Virginia Beach, VA
- Reynolds Homestead Forestry Resources Research Center, Critz, VA
- Southern Piedmont AREC, Blackstone, VA
- Tidewater AREC, Suffolk, VA

### Virginia Agricultural Experiment Station and its Agricultural Research and Extension Centers





VII. Proposal Preparation and Submission (Cont.)

4. Attachment C, Pricing Sheet

Attachment C  
Pricing Proposal for Labor and Equipment Supplied By Contractor

Contractor shall be required to include detailed breakdowns of costs on all quotes and invoices for verification of contract pricing. Reimbursable costs for equipment rentals/materials must be documented and included with the invoice. Costs plus proposals are not acceptable as per the Rules Governing Procurement of Goods, Services, Insurance, and Construction by Public Institutions of Higher Education of the Commonwealth of Virginia (Section 24).

Please provide below the following standard pricing that will be followed in the submission of quotes per project:

**Equipment and Materials:**

Minimum Percentage off published list price: 20 %  
(\*if requested, contractor shall be prepared to supply the applicable published list price sheet)  
Prosplant does not have a catalog nor published list prices

**Standard Labor Hourly Rates (per hour)**

Hourly rates are inclusive of all benefits and onsite daily stipends (lodging, food, etc.)

Foreman: \$ 127.50 Normal \$ 1.5x Overtime \$ 2.0x Holiday

Laborer: \$ 101.00 Normal \$ 1.5x Overtime \$ 2.0x Holiday

Electrician: \$ NA Normal \$ \_\_\_\_\_ Overtime \$ \_\_\_\_\_ Holiday

Other Labor Rates that are applicable: (please specify the classification)

\_\_\_\_\_: \$ \_\_\_\_\_ Normal \$ \_\_\_\_\_ Overtime \$ \_\_\_\_\_ Holiday

\_\_\_\_\_: \$ \_\_\_\_\_ Normal \$ \_\_\_\_\_ Overtime \$ \_\_\_\_\_ Holiday



VII. Proposal Preparation and Submission (Cont.)

5. References from Similar Project in Last Two Years

**MICHIGAN STATE UNIVERSITY – 2023 Completion**

**GREENHOUSE RENOVATION PROJECT** – Climate Control, Reglazing, and Heating for six (6) Ranges and S.E. Corridor

**LOCATION:** East Lansing, Michigan

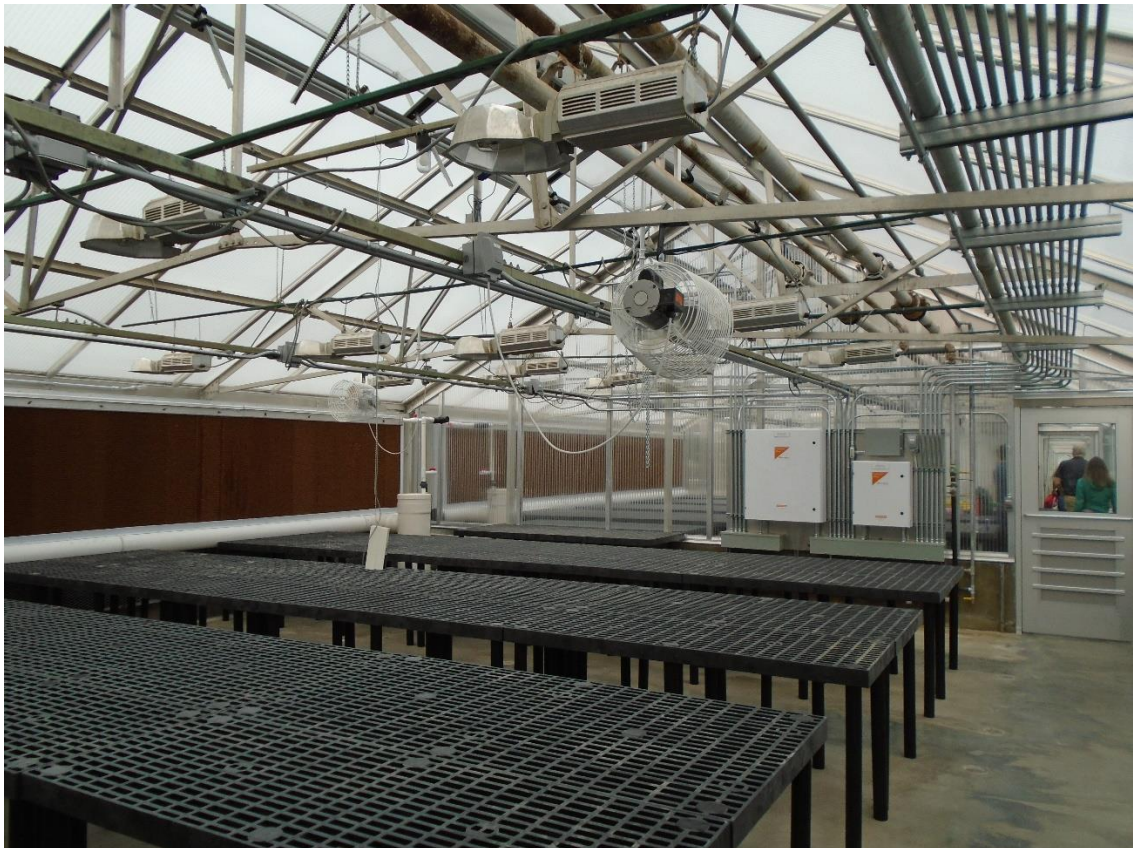


**SCOPE:**

- Remove existing equipment including exhaust fans, ridge vent drive systems, side vent drive systems, and evaporative pad cooling systems.
- Remove garage door from SE corridor gable end (on parking lot side)
- Furnish and install new mill finish aluminum TECHLITE glazing system on all surfaces.
- Furnish and install new 16mm diffused acrylic glazing panels on roof slopes, ridge vents, sidewalls, gable ends, and SE corridor. Interior partition walls be 16mm clear acrylic.
- Furnish and install new acrylic bar caps with EPDM rubber gasketing.
- Prep SE corridor at GHs 47 & 48 to accommodate new partition wall.
- Furnish, frame, and install new 16 mm diffused acrylic partition wall in SE Corridor between GHs 47 & 48 (partition wall to 'cap off' from GHs slated for future demolition).
- Furnish, frame, and install new manual garage door in new gable end.
- Furnish and install new manual garage door in SE corridor gable end.
- Furnish and install new double ridge vent drive systems including new drive shafting, shaft hangers, steel rack and pinion assemblies, and ridge vent drive motors (one ridge vent motor to be automatic and one to remain as manual. Ridge vent drive motors – automatic and manual and side vent drive motors to be by Lock Drives. Automatic motors to be Lock EWA50. Steel rack and pinion assemblies to be two-piece - also manufactured by Lock)
- Furnish and install new exterior side vent drive systems including new support posts, drive shafting, shaft hangers, rack and pinion assemblies, and automatic side vent drive motors on GHs 47, 48, 49, 51, & 52.
- Furnish and install new exterior side vent drive system with new drive shafting, shaft hangers, elbow arms, and automatic side vent drive motor in GH 50 corridor (this side vent will need to be automatic in lieu of manual. Elbow arms to be 21" cast aluminum with clevis and cotter pin).
- Furnish and install new 16x18 mesh insect screens in all vent openings (screens are removable and manufactured in Prospiant's shop. To consist of 5/16" x 7/8" mill finish extruded aluminum frame with groove to receive vinyl insert to hold aluminum mesh in place)
- Furnish and install new 36" (variable speed) exhaust fans (new conduit to fans included) (exhaust fans to be manufactured by Munters, - 36" Vortex Exhaust Fan w/ Munters Direct Drive Variable Speed motors)
- Furnish and install new 6" thick evaporative pad cooling systems with 8" PVC pipe reservoirs, tanks, pumps, and plumbing accessories (evaporative pad cooling systems to be Munters 'CT' with Little Giant submersible pumps).
- Furnish and install new 6" thick pads with pads coated on both sides.
- Furnish and install motorized aluminum shutters on evaporative pad cooling system in GH 50 corridor wall (motorized shutters to be operated by exterior mounted Belimo actuator).

**SEE PHOTOS OF COMPLETED PROJECT ON FOLLOWING PAGE**

# PROSPIANT





VII. Proposal Preparation and Submission (Cont.)

5. References from Similar Project in Last Two Years

**SMITHSONIAN – BOTANY GREENHOUSE RENOVATION - 2022 Completion**

**GREENHOUSE RENOVATION PROJECT** – Reglaze, Shade Cloth Replacement, add Wadsworth Controls

**LOCATION:** Suitland, Maryland



**SCOPE:**

- Remove existing 8mm polycarbonate glazing panels from roof slopes and exterior vertical walls.
- Furnish and install new light white 8mm acrylic glazing panels on south facing elevations of Greenhouse 10,11, 12 and corridor roof slopes in existing glazing systems.
- Furnish and install new clear 8mm acrylic glazing panels on all other roof slopes and vertical walls in existing glazing systems.
- Furnish and install new snap caps on open roof greenhouses.
- Furnish and install new acrylic glazing bar caps with EPDM rubber gasketing on A frame greenhouses.
- Furnish and install new 8mm acrylic glazing panels into existing H-Splice on exterior vertical walls.\*
- Furnish and install new penetration panels as required due to acrylic glazing.
- \*Prospiant Fall Protection Plan included.
- Prospiant will demonstrate that all vents, shades, and greenhouse operational features/items are back to original working order (repairs not included and would be determined upon demonstration completion).
- Remove seventy-seven (77) existing shade cloth panels
- Furnish and install seventy-seven (77) new FF/FR Trevira-CS, white-grey shade cloth panels and hardware.
- Furnish Wadsworth SEED Control Systems (1, 2, & 3)
  - Seed 1 – GH 01, 02, 03, 04, & 05
  - Seed 2 – GH 06, 07, 08, 09, 10, & 11
  - Seed 3 – GH 12, 13, 14, & Corridor
- Temperature & High Humidity Aspirated Sensors (14)
- Temperature Only Sensors (3 – Corridor)
- Gable Weather Station
- Seed Sphere Software
- Sentinel Monitoring System & Alarm Manager
- Engineering for Custom Seed Control Package
- Commissioning/Startup Training

**SEE PHOTOS OF COMPLETED PROJECT ON FOLLOWING PAGE**

# PROSPIANT





## VII. Proposal Preparation and Submission (Cont.)

### 6. Participation of SWAM

Prospiant, Inc will utilize a certified women business owned vendor/supplier, Wadsworth Control Systems, Inc. Wadsworth is a supplier of environmental controls, shade, vent automation materials and design services per project needs. Prospiant will report usage of vendor as required.



VII. Proposal Preparation and Submission (Cont.)

7. Submission Instruction Page

RFP # 71412414, Maintenance, Repair and Renovations for Greenhouses

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

**DUE DATE:** Proposals will be received until April 10, 2024 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**INQUIRIES:** All inquiries for information regarding this solicitation should be directed to Angela Caldwell, Phone: (540) 231-1269 e-mail: acaldwell@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 2:00 PM on April 1, 2024. Inquiries must be submitted to the procurement officer identified in this solicitation.

**PROPOSAL SUBMISSION:**

**\*Please note, proposal submission procedures have changed effective March 2023.**

**Proposals may NOT be hand delivered to the Procurement Office.**

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

**Proposals must be submitted electronically at:**

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

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 50MB 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: Brenna Stencel Date: 4.2.24

**[INCLUDE THIS PAGE]**



## 8. Terms and Conditions – Attachment A

### 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](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. **IDENTIFICATION OF PROPOSAL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to [the Virginia Tech online submission portal](#). 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 50MB 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.





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.

**15. 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.

**16. FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representatives that the work is fully 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.

**17. 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.

**18. INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

**19. 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 - \$500,000.00
- 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.

- 20. 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.
- 21. 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.
- 22. PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- 23. PRICE ESCALATION/DEESCALATION:** Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor's request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

"Across the Board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

- 24. PERFORMANCE AND PAYMENT BONDS:** The successful Offeror/Bidder shall deliver to the Virginia Tech Procurement Department executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with Virginia Tech as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Virginia Tech Procurement Department. Standard bond forms will be provided by the Virginia Tech Procurement Department prior to or at the time of award.

### Negotiation Questions for Prospaint

1. Virginia Tech's Question: As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal.

Prospaint Response: NO

2. Virginia Tech's Question: Are there any additional forms or documents that you will require to be incorporated into the contract documents? If so, please submit.

Prospaint Response: Attached.

3. Virginia Tech's Question: Does Prospaint agree to provide monthly invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?

Prospaint Response: YES.

4. Virginia Tech's 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?

Prospaint Response: Agree.

5. Virginia Tech's Question: Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees?

Prospaint Response: Agree.

6. Virginia Tech's Question: End of Contract Service Transition Expectations: If or when a transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperative fully in a successful transition of services. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process.

Prospaint Response: No requirements. Prospaint will fully cooperate.

7. Virginia Tech's Question: Do you agree that the initial contract period shall be two years?

Prospaint Response: Agree.

8. Virginia Tech's Question: Upon completion of the initial contract period, does Prospaint agree that the contract may be renewed by Virginia Tech upon written

agreement of both parties for three two-year periods, under the terms of the current contact?

Prospaint Response: Agree.

9. Virginia Tech's Question: If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

Prospaint Response: Agree.

10. Virginia Tech's Question: If awarded a contract, are you willing to hold prices firm for the initial contract period?

Prospaint Response: YES.

11. Virginia Tech's Question: Will Prospaint agree to participate in the Wells One AP Control Payment System?

Prospaint Response: YES.

12. Virginia Tech's Question: Please describe your quickest turn-around time if emergency services are needed.

Prospaint Response: If the repair can be resolved with labor forces only, within 2 days.

13. Virginia Tech's Question: Will you be able to handle increased volumes of business and/or provide service to additional departments during the course of the contract?

Prospaint Response: YES.

14. Virginia Tech's Question: Please provide your best schedule of prices for all services offered.

Prospaint Response: Submitted at time of bidding.

15. Virginia Tech's Question: How soon after contract award can you begin providing services?

Prospaint Response: Immediately.

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

Prospaint Response: YES.

17. Virginia Tech's 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?

Prospaint Response: Acknowledge and understand.

18. Virginia Tech's Question: Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

Prospaint Response: YES.

19. Virginia Tech's Question: Are you willing to rescind your Standard Terms and Conditions of Sale?

Prospaint Response: YES.

20. Virginia Tech's Question: Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 71412414 shall govern the contract if a contract is awarded to your company?

Prospaint Response: YES.

21. Virginia Tech's Question: Advise if any portion of any resulting contract may be subcontracted to small, women-owned and/or minority-owned businesses.

Prospaint Response: Prospaint has a supplier that is WBE and will utilize if goods/services required under the contract are in line with their offerings.

22. Virginia Tech's Question: Do you agree to become a certified SWaM vendor with the Virginia Department of Small Business and Supplier Diversity and maintain that certification throughout the term of this contract?

Prospaint Response: No. Prospaint could not meet the requirements. We are corporately owned.