



Request for Proposal #0059654

For

Project Management and Inspection Services of Major
Construction Projects

November 21, 2019

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, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP #0059654
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Reed Nagel, Phone: (540) 231-5240 e-mail: nagelr@vt.edu.

DUE DATE: Proposals will be received until, **January 23, 2020 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will cause disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in the lower left corner of the return envelope or package.

Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor's responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on **December 17, 2019 at 1:30 PM**. See section X, Pre-proposal Conference for additional information.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: _____. For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/>.

_____ **Large**

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

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

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

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

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

I acknowledge that I have received the following addendums posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ (Please check all that apply)

Is any member of the Firm(s) an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES _____ NO _____

SIGNATURE _____ Date: _____

01/28/2019

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract with a Firm or multiple Firms through competitive negotiations for Project Management and Inspection Services for a portfolio of diverse capital construction projects whereas Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia, is the Owner.

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 initial term of this contract is for two (2) years, or as negotiated. There will be an option for two (2) additional five (5) -year renewals, or as negotiated. Any project order for services initiated prior to the expiration of any contract term will be considered in progress and the services provided for that project will be completed in its entirety under the terms of the resulting award regardless of the end date of the contract periods.

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 over 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.

Virginia Tech is seeking to partner with a Firm or Firm(s) that will be a trusted advisor to serve as an owner agent and to provide the University with Project Management and Inspection Services for Major Construction projects. These projects will fall into a dollar value range of \$3,000,000 or greater. Projects will span from smaller, less complex general renovation construction projects to complex new construction with great complexity. The services sought from this Master Services Agreement would include but are not limited to: maintaining project cost, controlling project schedules, maintaining CPMs, adjusting critical path items, conducting meetings, maintaining project records, scheduling/conducting inspections, and other general tasks for major construction projects on Virginia Tech campuses and other statewide locations.

The University has a number of diverse construction projects of all sizes and complexity scheduled for the next few years. The University has insufficient resources to project-manage and provide the needed inspection services for these projects. These projects will be in multiple locations across

the Commonwealth of Virginia. The University is seeking the assistance from experts to ensure successful, timely, and cost effective completion of these projects.

Examples of anticipated construction projects that would be serviced by this contract include but are not be limited to: Virginia Tech's Innovation Campus Academic Building in Alexandria, VA (new construction), redevelopment of the University's existing Falls Church, VA campus (PPEA project), and new construction and/or renovation projects (new and renovations) at several Livestock and Poultry Research Facilities located throughout Virginia at VT Research and Extension Centers (AREC). More projects may be determined to fall under this Master Service Agreement than listed above.

The University is expecting to make an award to multiple successful Firm(s) under this RFP. The University is interested in contracting with Firm(s) with different specialties, capacities and abilities to service the contract for different scope of projects and in different locations or regions of the State of Virginia.

Virginia Tech primarily uses the following delivery methods for its major capital construction projects: Design/Bid/Build, Design/Build and Construction Manager at Risk.

The University envisions the resulting contract to be Master Service Level Agreement (MSA) that establishes program level expectations and will guide requirements that will apply to every project order issued under the MSA. Project level expectations will vary per project and will be defined through a project level task order agreement negotiated based on the specific requirements and variables of each project.

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

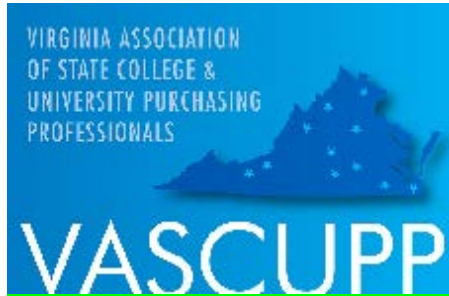
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your Firm(s) 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(s) 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(s) 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(s) a Purchase Order or contract.* If your Firm(s) 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. 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.

VII. Scope of Services:

A. Program Level Requirements

A negotiated Master Service Agreement (MSA) will be executed upon award of this RFP and will establish program level requirements that will apply to every project order issued under the MSA.

Through your proposal and as included in Section VIII Proposal Preparation, describe your Firm's ability to meet these program level requirements or acknowledge your acceptance to adhere to these requirements as applicable:

1. The successful Firm(s) shall provide expert administrative, management and inspection services for major construction projects for which Virginia Tech is the owner. Describe your Firm(s)'s ability to successfully manage major construction projects for similar clients. Include examples that includes a wide range of project costs, complexities, risks, locations and duration.
2. The successful Firm(s) will furnish all resources including but not limited to personnel, management, equipment, supplies, resources, transportation and support to accomplish the

performance objectives of any project order issued under the MSA. Describe your Firm(s)'s capacity to meet this requirement.

3. As a restructured higher education state funded agency within the Commonwealth of Virginia, Virginia Tech adheres to the Construction and Professional Services Manual (CPSM) issued by the Department of Engineering and Buildings through the Commonwealth's Department of General Services for the procurement, design, construction, project execution and completion of all capital construction projects. Describe your Firm(s)'s experience, if any, with working under state, federal or other similar University's authored construction manuals.
4. A firm representing Virginia Tech as its owner/agent shall be properly licensed and authorized to perform work in the Commonwealth of Virginia. Describe the applicable and necessary licenses held by your Firm.
5. The successful Firm(s) shall not be considered an employee of Virginia Tech, but shall be an independent contractor. The successful Firm(s) may not act as authority to make commitments, which bind Virginia Tech, or otherwise act on behalf of Virginia Tech, except as Virginia Tech shall expressly authorize in writing. Describe your Firm's acknowledgement of this requirement.
6. The University will provide a central point of contact (POC) for routine communication with your Firm's team regarding the MSA (POC expected to be Virginia Tech's Associate Director, Facilities Project Support Team). In addition, the university will provide a separate central point of contact (POC) for each individual project (POC expected to be a Virginia Tech Supervisory Project Manager). Describe your firm's willingness and capacity to work in coordination with these university POC to service projects under an awarded MSA.
7. Subcontracting of specialty consultants may be permitted only with prior written authorization by the University's appropriate POC's.
8. The successful Firm(s) cannot be awarded a design contract for any project issued under the MSA.
9. The successful Firm(s) cannot self-perform as a general construction contractor, construction manager at risk or subcontractor for any project issued under this MSA.
10. For all major capital construction projects, Virginia Tech has a target goal for subcontracting teams of its general contractors to be comprised of at least 50% state certified diversified Firm(s). The successful Firm(s) will be expected to assist in meeting this goal. This may include but is not limited to: organizing outreach events, tracking spend, and helping subcontractors certify with the state. An example of the Virginia Tech subcontracting spend form has been included in attachment C. Describe your Firm(s) experience in building a diverse subcontractor community and meeting target subcontracting goals.
11. Virginia Tech maintains the following standards for all capital construction projects. Review thoroughly the following standards and indicate your Firm(s)'s ability to adhere to these standards while performing the services of this MSA.
 - a. Campus Design Principles, Design & Construction Standards, Sign Standards, and CAD Standards shown on the Virginia Tech website – <https://www.facilities.vt.edu/planning-construction/principles-and-standards.html>

- b. Building Code Compliance requirements including but not limited to references to A/E Seal Requirements, Building Code Related Design Criteria, Codes, Forms, and Guidelines, Procedures & Resources on the Virginia Tech website – <https://www.facilities.vt.edu/permits-inspections/building-code-compliance.html>
 - c. Stormwater Management Program on the Virginia Tech website – <https://www.facilities.vt.edu/permits-inspections/stormwater-management.html>
 - d. Network Infrastructure & Services Design and Construction Standards on the Virginia Tech website – <https://www.nis.vt.edu/About/Publications/CablingStandards.html>
 - e. Construction Safety Requirements including but not limited to references to Asbestos, Contractor Safety, Electrical Safety, Excavation Safety, Fall Protection, Hearing Safety, Heat Safety, Lockout/Tagout, Personal Protective Equipment, and Respiratory Protection on the Virginia Tech website – https://www.ehss.vt.edu/audience/?audience=construction_safety
12. Due to the nature and scope of work to be performed on behalf of Virginia Tech, the successful Firm(s) will be representing Virginia Tech in transactions with vendors, companies, and other agencies. As such, Contractor shall be subject to applicable laws and University policies while in this role.
13. This solicitation and any resulting MSA shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Project Management and Inspection Firm(s) shall comply with applicable federal, state and local laws and regulations.
14. Virginia Tech is a public University, subject to the laws of the Commonwealth of Virginia. Among these is the State and Local Government Conflict of Interests Act (The Act). You may wish to consult the provisions of The Act before submitting a response to the Request for Proposal. Additionally, by submitting a proposal or by entering into any resulting contract, the successful Firm(s) certifies that it is in full compliance with the provisions of The Act as to this RFP and subsequent MSA and project orders.
15. The successful Firm(s) certifies that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Contractor(s), supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
16. Prior to the successful Firm(s) gaining access to proprietary information from other companies in performing services for the University, the successful Firm(s) must agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary, and refrain from using the information for any purpose other than for which it was furnished to the University. Prior to beginning work on a project, the successful Firm(s) and its personnel may be required to complete and abide by confidentiality and non-disclosure agreement(s) depending on the project.

17. The successful Firm(s), at its own cost, shall furnish and maintain in good conditions all necessary personal protective safety equipment as required for the type of work in accordance with the latest Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA) and the Virginia Department of Environmental Quality (VADEQ).

B. Project Level Requirements

Project Orders will be released under the MSA that will define the specific scope of service and service level expectations for each particular project.

Project Orders may be awarded for a single phase or multiple phases of the construction project or for a particular service.

Once the University makes an initial determination to proceed with utilizing the MSA for project management and inspection services for a particular project, the University will invite successful Firm(s) who have executed a MSA for discussions on the scope of the proposed project and any services under the MSA that are anticipated. Discussions will include but not be limited to providing to and receiving information from those successful Firms about their capacity and availability to mobilize to provide service or specialty services that would be beneficial for a particular project as well as their ability to service a particular location for the projected duration, etc.

Depending upon the outcomes of the discussions, the University may invite one or more of the awarded successful Firm(s) to submit a cost proposal for the services, and then attempt to negotiate a scope of work for the Project Order. If the negotiations are mutually acceptable, the University will issue a project order by issuing an official University purchase order and a corresponding mutually accepted and executed Statement of Work. If the negotiations are unsuccessful, the University may negotiate with other awarded successful Firm(s) under an executed MSA or find an alternate solution.

The University reserves the right to negotiate with and award a Project Order to the successful Firm(s) which the University considers the best fit and value for the particular service, phase, or project or negotiate and award Project Orders on a rotating basis, or solicit proposals from all the successful Firm(s)s awarded a MSA under this RFP.

Time is of the essence for certain projects. If an invited successful Firm(s) fails to respond in accordance with the reasonable requirements of the Contract Administrator, the successful Firm(s) may be removed from consideration for the project or for future projects.

Services that may be expected to be provided are listed below. Other services not listed may also be included on a per project basis.

Through your Firm(s)'s proposal, indicate your Firm(s)'s ability and capacity (in whole or part) to provide these types of services which represent services expected to be provided under a project order. Project Order services may include but not be limited to:

- a. Assist with selection of Design Team;
- b. Management and coordination of the Project Team, inclusive of Architects/Engineers, Consultants, Contractors, and University Stakeholders.
- c. Conduct preconstruction and preproposal meetings;
- d. Provide cost estimating (total project, sub-projects, and proposed change order(s));
- e. Constructability/technical review of design documents;

- f. Establish, manage and update the project budget for construction costs, change orders, FF&E, and other project related costs based upon the University's stated scope and requirements;
- g. Monitor and review the project's budget and provide comments to University on monthly reports;
- h. Provide applicable costs analysis, value engineering and market availability;
- i. Serve as Virginia Tech's ;Owner Representative as the Construction Project Manager;
- j. Ensure that the design and construction of projects maximizes the University's goals.
- k. Coordinate and document communications with and among Design Team, Construction Team, University contacts, and other stakeholders affiliated with the project;
- l. Project scheduling, including developing and maintaining work breakdown structure, critical paths, earned value management and/or related schedules and tools;
- m. Assist with selection of Construction Team;
- n. Review Construction Team's proposed work plan, schedule, coordination of phasing and shutdowns;
- o. Manage project costs and expenditures.
- p. Manage and document all project meetings;
- q. Review and report Contractor's adherence to schedules;
- r. Provide construction quality control monitoring, testing and Clerk of the Work;
- s. Provide digital photo or video log of the construction team progress at each stage of the project
- t. Advise the university on construction matters related to the project;
- u. Reporting to and supporting executive leadership regarding key project decisions.
- v. Keep accurate records of daily weather conditions, manpower and equipment on site, construction activity, materials delivered/accepted, outstanding submittals or Requests for Information and any other information which may impact the project;
- w. Observe Construction Team's adherence to safety regulations and safety programs. Advise Contractor and Owner of any violations;
- x. Providing recommendations regarding contract modifications and change orders.
- y. Require remediation and oversee defective work that has to be removed or redone;
- z. Coordination of design reviews;
- aa. Perform forensic engineering and analysis;
- bb. Assure "as-built" drawings prepared by the Contractor reflect the actual conditions;
- cc. Support the University's procurement processes.
- dd. Review Contractor's Change Orders and make recommendations based on validity of the request, review Change Orders for pricing and best value;
- ee. Approve Schedule of Values and ensure the level of detail is adequate to assess the work completed and evaluate the certificate for payment;
- ff. Provide reports, schedule updates, budget, and other information as requested.
- gg. Certify monthly pay requests
- hh. Receive affidavits of payment of claims;
- ii. Review requests for extensions of time and provide recommendation to University;
- jj. Verify project is ready for substantial completion inspection and conduct substantial completion inspection. Prepare "punch list" and coordinate with the construction to develop adequate plans to complete "punch list"
- kk. Perform project close out services
- ll. Project documentation and record keeping.

C. Staffing

The successful Firm(s) shall provide sufficient personnel with the appropriate and documented knowledge, skills, training and experience required to accomplish the different services and responsibilities required. Describe the staffing philosophy of your Firm(s) to guarantee adequate staffing will be available for the diverse projects that may be awarded per project orders issued under the MSA.

Describe the average experience levels that can be expected of the supervisory staff and the project manager staff on various project types. (See also Section VIII, Proposal Preparation)

Below are two theoretical project scenarios. Describe, specifically for these two scenarios, how your Firm would provide staffing:

Scenario #1: PROJECT DESCRIPTION, SCHEDULE AND BUDGET

Construction Delivery Method: Construction Manager at Risk

Project Duration: 640 days

The **published** Guaranteed Maximum Price is **\$51,000,000**.

This project involves the construction of a new University facility of 102,000 gross square feet to accommodate the growing demand for science degrees at Virginia Tech.

The proposed building is envisioned to be a four story structure, clad in a combination of Hokie stone, precast concrete panels and trim, and a combination of curtain wall glazing and punched opening windows. The building will be designed to achieve LEED V4 Silver rating.

Specific features include:

- Nine (9) Introductory Level Labs focused on "Wet" or life science coursework. All wet labs require more sophisticated HVAC systems to ensure fully exhausted air changes as well as requiring more complex utility services such as de-ionized water, natural gas services, and accommodation of a variety of other scientific, experimental gases.
- Twelve (12) Introductory Level Labs focused on "Dry" or non-life science course work
- Three (3) Mid-Level Labs with inherent flexibility that can operate in both "wet" or "dry" configurations to meet programmatic requirements.
- A Special Equipment Lab where a single piece of equipment – for example an Atomic Force Microscope – would be the focus of the smaller space
- Maker's Space where students and faculty would be given access to fabricate solutions to problems from courses campus-wide as well as work on prototypes independent of a particular course.
- In addition to teaching lab spaces, other key programmatic requirements are required. These include:
 - Eight (8) classrooms
 - Preparation and storage space for labs
 - Receiving area for material shipments
 - Faculty/staff offices
 - Informal learning space (breakout)
 - Departmental storage space
 - Mechanical room

The proposed building site is located on an existing paved parking lot.

Scenario #2: PROJECT DESCRIPTION, SCHEDULE AND BUDGET

Construction Delivery Method: Design Build

Project Duration: 830 days

The Hokie Building is a new residence hall with living-learning, community, and academic support space in the newly emerging Spirit District on the Virginia Tech campus. The proposed 224,660 gross square foot, 596 bed facility will support the growing living / learning communities anticipated for this key area of campus.

The **published** budget for design and construction is **\$85,000,000**.

- 1) The successful Design/Build proposal will be reviewed and approved before the issuance of a contract to the successful Design/Build Offeror. Upon issuance, project design can begin.
- 2) Lay-down, staging and contractor space on-site is limited and must be in accordance with the descriptions and requirements set forth by the University. Delivery and placement of materials will require delivery coordinated with VT and may require off-site staging.

Virginia Polytechnic Institute & State University (Virginia Tech) developed the Hokie Building with XYZ Architects. The Criteria Documents and the related information shall not be used as a replacement for or alternative to professional design engineering services that are needed to be performed by the offeror in its capacity as a prospective Design-Build team for the Hokie project. A licensed design professional and/or engineer in the appropriate field must conduct a complete and thorough review and evaluation before relying on the information contained in the Criteria Documents.

D. Reporting Requirements

1. The University expects the successful Firm(s) to be able to provide a robust portfolio of reports through supervisory project manager. Provide sample of all standard reports that can and will be provided during the execution of projects. Examples of reports the University would expect to be provided as part of this MSA include but are not limited to:
 - Quality assurance and quality control
 - Reports: meeting minutes, monthly reports, design review comment log
 - Schedule: look ahead schedule, CPM schedule.
 - Budget, budget tracker, change order log and subcontractor sourcing
 - End of Project Report including what went right, what changes should be considered before next project, what training should be obtained and recommendations to improve the solicitation, contracting and administration of the university's design, construction and construction management process.

E. Service Level Expectations and Remediation Methods

1. In the event that the successful Firm awarded a Project Order for a particular project does not perform in accordance with the terms of the MSA and the Project Order, the expectations of the University and the POC for the projects, the Contract Administrator will issue a Request for Cure notice to the Firm detailing the deficiency/default with recommended actions that must be accomplished within a deadline for the successful Firm to correct the deficiency/default and report the corrective action taken to the Contracting Officer.

2. The Firm shall:
 - a. Correct the deficiency/default within the specified time and report the corrective action taken to the University Contract Administrator; or
 - b. Submit a written request for review and decision by the contractor officer (noted on Page 1 of this RFP) within 10 days of receipt of the Request for Cure notice. The request shall include all pertinent details and documentation, or take no action.
3. Should the Firm prefer to request an appeal of the circumstances, the Firm shall submit a timely written request for review and decision by the University Contracting Officer. The Contracting Officer shall review the issue and render a written decision to the Successful firm and the Contract Administrator within 5 days from receipt of the review request. The findings of the Contracting Officer shall be final.
4. If a workable solution is not be able to be negotiated with consensus of both parties, either party may choose to give advance notice of termination of services. Should this unlikely situation occur, a plan detailing a transition of service to another Firm or transferred back to the University for Project Management and inspection services. Neither party is relieved of their duties nor responsibility (monetary or service) to the other party until the full transition plan is executed and complete so as to not put the project success in peril.

F. Pricing

1. The University's prefers that pricing for services will be based on an hourly rate agreement paid in equal monthly amounts over the duration of the project. The hourly rates would translate into a fixed amount negotiated and mutually agreed through the Project Order award process. A mutually acceptable fixed cost agreement will be based on but not solely dependent on:
 - a. Complexity of Project
 - b. Risks associated with Project
 - c. Expected duration of Project
 - d. Team needed to provide services adequately
 Please provide a list of hourly rates.
2. Describe your Firm's preference in pricing arrangements including alternate mechanisms for establishing pricing under the MSA understanding the university is open for suggestions that are mutually beneficial for both parties.
3. In addition to pricing, the University reserves the right to consider incentives or disincentives (or other creative performance related options) when a project requires special needs and complexities. Such incentives and disincentives will be a part of the negotiation of the Project Order issued against the MSA and must be mutually agreed upon by both parties prior to the service being provided on any individual project.
4. Given the preference to a fixed cost agreement based on hourly rates scenario, please provide pricing for the example project scenarios listed above in **Paragraph C/Staffing** above.

VIII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

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

1. Cover Letter/Statement of Interest (not more than one page): This should focus only on introducing your organization and your commitment to solving the University's opportunity as described in this RFP. All other marketing materials should be included as an addendum to the proposal.

2. Understanding the Statement of Needs: Describe in your own terms what value added services the University desires from an awarded Contractor. Succinctly describe in your own terms what you think are the University's anticipated outcomes by using an outsourced project manager and inspection services for a portfolio of diverse capital construction projects.
3. Provide a detailed explanation of how the needs of the University will be met as outlined in the Scope of Service (explaining and answering each item within paragraphs A-F of Section VII individually). Answer all "describe" prompts included in the Scope of Service related to Program and Project sections. Please reference the appropriate section of the RFP with each response for ease in reviewing proposals.
4. Proposer Profile and History (not more than six pages)
 - a. Provide a brief background of the organization.
 - b. Succinctly describe the organization's mission and basic philosophies as they relate to the services under consideration
 - c. Provide the names, titles and areas of responsibility of the owners/partners.
 - d. Describe the types of projects that the organization typical performs.
 - e. Describe the organization's knowledge and familiarity with the state funded construction environment, legal, political and regional situations.
5. List potential key personnel, by position (i.e. Project Managers, Project Team members, administrative team, etc.) including but not limited to relevant qualifications and experience relating to:
 - a. Licenses and certifications held;
 - b. Knowledge and experience with the Construction and Professional Services Manual;
 - c. Experience with various phases of design and construction;
 - d. Ability to prepare, read and interpret construction schedules;
 - e. Knowledge of building codes and construction means and methods;
 - f. Proven record for managing large construction projects.
6. Describe your Firm's plan for implementation of the requested services, including key positions/personnel and the process used to forecast labor force needs for the management of a typical project.
7. Provide a list of any proposed sub-contractors that your organization may use on a potential project for the University. Provide comparable background information for the subcontractor as you provided for your organization above.
8. Describe at least two recent applicable references that are comparable to the services and scenario of services that the University is seeking. Include all contact information needed for references to be communicated with.
9. Describe any innovative process (es) that your organization has used in managing a public construction project and the benefits that the innovation process yielded to the Owner.
10. Describe the communication and scheduling tools utilized by your Firm and how you use them to manage and control the project (e.g.: Microsoft Project, Primavera, Sharepoint, etc.). Provide samples of some of the output from these tools.
11. Describe regions of the State of Virginia that your Firm can service adequately within your Firm's current staffing plan.

12. Describe your organization's commitment to a project management transition in the unlikely scenario of a particular project needing to be handed off to another Firm(s) or reverted back to University project management and inspection team for completion.
13. 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(s) 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(s) 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/>
14. List any exception that you, as the Proposer, may have concerning any requirement or item set forth in the RFP document or associated addenda.
15. Provide any information that may provide insight to the University about your qualifications, fitness and abilities not otherwise provided in one of other sections of this RFP. This information should be pertinent and succinct.
16. 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;
 - a. **1 original** of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.
 - b. **One (1) electronic copy** in WORD format or searchable PDF (*flash drive*) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 2.e. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. 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.

Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Procurement Department (MC 0333)
Attention: Reed Nagel, Contracting Officer
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

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

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

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals 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 not organized in this manner risk elimination from consideration if the evaluators cannot 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 under the RFP shall belong exclusively to Virginia Tech and be subject to public inspection under 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 when 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 cause 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.

IX. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

Criteria	Maximum Point Value
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	25
4. Cost (or price)	10
5. Participation of Small, Women-Owned and Minority (SWaM) Business	20
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 will 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 D for sample contract form.

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

X. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held on **December 17, 2019 at 1:30 PM** in the Sterrett Classroom, located at 230 Sterrett Drive, Blacksburg, Virginia 24061. 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.

A web conference connection can be made available if requested by contacting the Contracting Officer, Reed Nagel, at nagelr@vt.edu twenty-four (24) hours in advance of the pre-proposal meeting.

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

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

It is strongly recommended that you obtain a Virginia Tech parking permit for display on your vehicle prior to attending the conference. Parking permits are available from the Virginia Tech Parking Services Department located at 505 Beamer Way, phone: (540) 231-3200, e-mail: parking@vt.edu.

XI. INQUIRIES:

All inquiries about 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 **January 8th, 2020 at 3:00PM**. Inquiries must be submitted to the procurement officer identified in this solicitation.

XII. 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

XIII. 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.

XIV. 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.

XV. 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 cause the offending Offeror's proposal being rejected.

XVI. 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.

XVII. TERMS AND CONDITIONS:

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

XVIII. CONTRACT ADMINISTRATION:

- A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrators in each user departments shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, 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.
- C. **Kathryn M. Dicken, VCCO, Facilities Contracts**, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XIX. ATTACHMENTS:

- Attachment A – Terms and Conditions
- Attachment B – Special Terms and Conditions
- Attachment C – Sample of Standard Contract Form
- Attachment D – Sample of VT's Subcontracting Spend Submission Form

ATTACHMENT A
TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/Full_GTC_RFP_01182019.pdf

ADDITIONAL TERMS AND CONDITIONS

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

From: _____

Name of Bidder or Offeror	Due Date	Time Due

Street or Box No.	Solicitation Number	

City, State, Zip Code	Solicitation Title	

Name of Procurement Officer: _____

The envelope should be addressed to:

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

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Bids or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

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

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

If to Virginia Tech:

Virginia Polytechnic Institute and State University (Virginia Tech)
Attn: Reed Nagel
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

and

Virginia Polytechnic Institute and State University (Virginia Tech)
Attn: Kathryn M. Dicken, VCCO
Facilities Contracts
230 Sterrett Drive, Ste 90A
Blacksburg, Virginia 24061

- H. 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.

- I. 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

ATTACHMENT B – SPECIAL TERMS AND CONDITIONS

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 shall 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.

CONTRACT PERIOD: The term of this contract is for two (2) years, or as negotiated. There shall be an option for two (2) five (5)-year renewals, or as negotiated.

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: _____

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.

CRIMINAL CONVICTION CHECKS: All criminal conviction checks shall be concluded prior to the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Virginia Tech reserves the right to audit a Contractor's background check process at any time. All employees have a duty to 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 at 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.

INSURANCE: By signing and submitting a Proposal/Bid under this solicitation, the Offeror/bidder certifies that if awarded the contract, it shall have the following insurance coverages at the time the work commences. Additionally, it shall maintain these during the entire term of the contract and that all insurance coverages shall 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 - \$1,000,000.00 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 shall provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the Contractor shall 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 shall 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 shall, 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.

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.

RENEWAL OF CONTRACT: This contract may be renewed by Virginia Tech upon written agreement of both parties for two (2) successive five (5) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

ATTACHMENT C

SAMPLE CONTRACT FORM

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

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _____

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

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

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

PERIOD OF CONTRACT: From _____ through _____.

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

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

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

Contractor:	Virginia Tech
By: _____	By: _____
Title: _____	Title: _____

Attachment D

SWAM SUBCONTRACTING SPEND SUBMISSION FORM