NOTICE OF AWARD

Contract No. V211-12-008

Date: 20 May 2014

Name: SimplexGrinnell, LP
Address: 88 St. John Road
          Salem, VA 24153
Furnish: Firm Alarm Inspection, Test, & Repair
In Response To: V211-12-008
During the Period: 1 July 2014 – 30 June 2015

hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, performance bond and other stipulations, if any. The solicitation, your bid or offer and this notice of acceptance constitute the contract.

Name: SimplexGrinnell, LP
Title: PSR
Date: 7/1/14

Name: Virginia Military Institute
Title: Procurement Officer
Date: 7/1/14
NOTICE OF AWARD

Contract No. V211-12-008

Date: 13 May 2013

Name: SimplexGrinnell, LP
Address: 88 St. John Road
          Salem, VA 24153

Furnish: Firm Alarm Inspection, Test, & Repair

In Response To: V211-12-008

During the Period: 1 July 2013 – 30 June 2014

hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, performance bond and other stipulations, if any. The solicitation, your bid or offer and this notice of acceptance constitute the contract.

Name: [Signature]
Title: PSR
Date: 6/18/13

Name: [Signature]
Title: Procurement Officer
Date: 6/26/13

Matthew R. Padfield
### 8.2.1 Fire Alarm Inspection Testing

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<th>CO Det</th>
<th>Annunciator</th>
<th>Wet/Dry Riser</th>
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### 8.2.1 Emergency and Non-Emergency Repairs and Improvement Enhancement Services

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Virginia Military Institute  
Lexington, Virginia 24450-0304

NOTICE OF AWARD

Contract No. V211-12-008

20 January 2012

Name: SimplexGrinnell, LP
Address: 88 St. John Road  
Salem, VA 24153

Your Bid Dated: 18 August 2011

In Response To: RFP# V211-12-008

To Furnish: Fire Alarm Inspection, Test & Repair

During the Period: Date of Award through 30 June 2012 (Renewable)

is hereby accepted at terms stated and at rates shown on revised Pricing Schedule dated 11 October 2011, subject to all conditions and requirements of the solicitation.

The solicitation, your bid, your revised pricing schedule and this Notice of Award constitute the contract.

Your point of contact at the Institute and Contract Administrator is MAJ Richard Fletcher (540-464-7679).

Sherri P. Rowe, VCO  
Procurement Officer
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REQUEST FOR PROPOSAL
Fire Alarm Inspection, Test and Repair
PROJECT #V211-12-008

26 July 2011

College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech
REQUEST FOR PROPOSAL
RFP #V211-12-008

Issue Date: 26 July 2011

Title: Fire Alarm Inspection, Test and Repair

Pre-Proposal Conference Date: Tuesday, 9 August 2011 at 10:00 AM EST – Mandatory

Due Date: Tuesday, 18 August 2011 at 2:00 PM EST (mailed or hand delivered to VMI)

Commodity Code: 34016 – Fire Alarm Systems

Issuing Agency: Virginia Military Institute
Purchasing Office
314 Smith Hall
Lexington, VA 24450

Period of Contract: Date of Award through 30 June 2012 (Annually Renewable Thereafter for four (4) successive one (1) year renewals)

Proposals are to be delivered (mailed or hand delivered) to: Virginia Military Institute, Purchasing Office, 314 Smith Hall, Lexington, VA 24450. LATE PROPOSALS WILL NOT BE ACCEPTED.

IDENTIFICATION OF BID ENVELOPE: The signed bid should be returned in a separate envelope or package, sealed and identified as instructed in Section IX, paragraph H. The envelope should be addressed as directed in the heading of this Page of the solicitation. No other correspondence or other bids should be placed in the envelope.

PRE-PROPOSAL CONFERENCE- Mandatory: A mandatory pre-proposal conference will be held Tuesday, 9 August 2011 at 10:00 am EST at the Physical Plant, 110 Hines Lane, Lexington, VA 24450. The purpose of this conference is to allow potential offerors the opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative’s signature on the attendance roster. No one will be admitted after 10:00 am EST. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Claims as a result of failure to inspect the job site will not be considered by the Institute. If you plan to attend the pre-proposal conference, please fax the Registration Form, Attachment E to Mrs. Sherri Rowe at 540-464-7669 or submit electronically to rowesp@vmi.edu no later than Monday, 8 August 2011 by 4:00 PM EST.

All Inquiries for Information Must Be Directed in Writing To: Mrs. Sherri Rowe, VMI Purchasing Office, rowesp@vmi.edu. Use of the Understanding of Requirement Form, Attachment A must be submitted for questions concerning specifications or Statement of Needs.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm: __________________________________________

Date: __________________________________________________________________

By: ___________________________________________________________________

(Signature In Ink)

Name: __________________________________________________________________

(Please Print)

_________________________ Zip Code: __________

Title: __________________________________________________________________
EVA Vendor ID or DUNS number ________________ Phone: (_____)_______________________________________

E-mail: ___________________________________ Fax: (_____)_________________________________________

Minority Vendor: _____ Woman owned: _____ Small Business _____ Dept. of Minority Business Enterprise Cert.: __________

*NOTE: If you are an individual with a disability and need reasonable accommodations, please contact Mrs. Sherri Rowe (540) 464-7223, no later than 2:00 PM, 4 August 2011.

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.
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I. PURPOSE:
The purpose of this Request for Proposal is to enter into a contract with one (1) qualified firm to provide a comprehensive fire alarm system inspection, testing and repair program for the fire alarm and fire suppression systems located at Virginia Military Institute, an agency of the Commonwealth of Virginia.

II. CONTRACT PERIOD:
The term of this contract is for the remainder of Fiscal Year 2012 ending June 30, 2012, with an option for four (4) one (1) year renewals.

III. VASCUPP EXPANDED COOPERATIVE LANGUAGE:
CONTRACT PARTICIPATION: Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead-issuing institution’s affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution 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(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

IV. STATEMENT OF NEEDS:

A. GENERAL REQUIREMENTS

Contractor shall provide inspections, tests, repairs (non-emergency and emergency), and parts for the fire alarm and fire suppression systems owned by Virginia Military Institute in accordance with the terms, conditions and specifications set forth herein. Services shall be performed at Virginia Military Institute Post, Stonewall Jackson House and Davidson Tucker House in Lexington, VA and New Market Battlefield in New Market, VA.

Contractor shall provide the following services:

1. Inspection and Testing Services of Fire Alarm and Suppression Systems (lump sum)
2. Repair Services - Non-Emergency (time and material)
3. Repair Services - Emergency (time and material)
4. Improvement/Enhancement Services (time and material)
5. Portable Fire Extinguishers (inspections (lump sum), recharge (unit prices))
B. INSPECTION AND TESTING OF FIRE ALARM AND SUPPRESSION SYSTEMS

Contractor shall provide all labor, tools, equipment, and incidentals required and/or implied for the inspection and testing of fire alarm and fire suppression systems. Services shall be provided on a regularly scheduled basis and performed in strict accordance with all applicable fire prevention codes, regulations and standards (including but not limited to NFPA 72, 25 and 13 and the Virginia Uniform Statewide Building Code). All tests and inspections shall be performed with minimal disruption to academic classes and operational activities of the Institute.

A representative from the Institute’s Physical Plant may accompany Contractor personnel for access to areas to be inspected, tested, or repaired.

All smoke and duct detectors shall be thoroughly cleaned before testing. Cleaning of detectors shall be performed in accordance with methods recommended by the detector manufacturer. Testing of smoke detectors and duct detectors shall be accomplished using a suitable smoke producing device to assure smoke entry into the sensing chamber. Heat detectors shall be tested using a heat-producing device that does not use an open flame.

Contractor shall inspect Halon systems semi-annually in accordance with Section 1-11 of NFPA Standard 12-A. Tanks shall be weighed annually.

Contractor shall submit with their proposal an inspection/testing plan and schedule that lists tasks to be performed and frequency for all fire alarm and suppression systems.

Inspection and testing services shall be performed on a lump sum basis.

Damages to fire alarm and fire suppression equipment caused by the Contractor’s negligence shall be repaired at no cost to the Institute.

C. REPAIR SERVICES - NON-EMERGENCY

Non-emergency repair services shall be performed on a time and material basis and performed in strict accordance with all applicable building codes, fire prevention codes, regulations and standards. The Contractor shall provide a not-to-exceed time and material estimate and descriptive information of the work. Replacement materials, parts and equipment required in the performance of the repair services shall be provided by the Contractor, but only on the basis of discount off a Published List Price. The Institute will retain all parts replaced by the Contractor. Repairs made by the Contractor must not void the United Laboratories, Inc. (U.L.) or other approved third party laboratory listing. Work approved by the Institute will be scheduled prior to commencement. The Institute reserves the right to bid separately any non-emergency repair services and reserves the right to purchase parts and materials from other sources.

All equipment repairs shall be made on site whenever possible. Off-site repairs must be approved in advance by the Institute.

Transportation, travel time, and other expenses will not be paid separately, but must be included in the hourly labor rates.

D. REPAIR SERVICES - EMERGENCY

Emergency repair services shall be performed on a time and material basis and will not require
prior written estimates but will require authorization from the Institute prior to proceeding with emergency repairs. Contractor shall have qualified service personnel on the job at the work site within two (2) hours from the time the call for emergency repair service is received by the Contractor. This service shall be available twenty-four (24) hours per day, three-hundred-sixty-five (365) days per year including weekends and holidays. Contractor shall provide an emergency repair telephone number to the Institute.

E. IMPROVEMENT/ENHANCEMENT SERVICES

Services to improve or enhance equipment may be requested by the Institute on an as needed time and material rate basis. Transportation, travel time and other expenses will not be paid for separately, but shall be included in the proposed hourly rates.

Materials, parts and supplies required in the performance of improvement-enhancement services may be provided by the contractor, but the Institute will only pay the actual cost for the materials, parts, and supplies.

The contractor will be required to provide a not-to-exceed estimate of the cost and descriptive information of the work. Work approved by the Institute will be scheduled prior to commencement. The Institute reserves the right to bid separately any improvement-enhancement services and reserves the right to purchase parts and materials from other sources.

F. PORTABLE FIRE EXTINGUISHERS

Contractor shall provide periodic inspection of all portable fire extinguishers in accordance with all applicable fire prevention codes, regulations and standards. The Institute requires the contractor perform code required inspections, testing, maintenance services on all portable fire extinguishers on a semi-annual basis. The VMI Physical Plant will perform monthly fire extinguisher inspections. Inspections shall be performed on a lump sum basis.

Contractor shall provide recharge services on portable fire extinguishers. Portable fire extinguisher recharging services shall be billed on a unit price basis.

G. CONTRACTOR PERSONNEL

The Contractor shall have experienced fire alarm technicians (minimum of 5-years experience preferred), properly trained and qualified to perform required inspection, testing, repair and installation services on the types of fire alarm system equipment included in this solicitation. Contractor personnel shall have a thorough knowledge of the standard practices, materials, codes (NFPA and Virginia Statewide Building Code), and processes of building fire alarm system equipment including and the ability to efficiently use the tools, equipment, and materials of the fire alarm technician trade.

The Contractor shall provide and keep up to date a list of all personnel performing work under this contract with written evidence of the personnel’s qualifications and certifications submitted in advance of commencement of service.

Contractor technician qualifications shall be submitted with their proposal.

Contractor’s employees shall be uniformed in readily identifiable clothing at all times when performing work on VMI property under this contract.
H. MATERIAL AND WORKMANSHIP

All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer's rebuilt parts may be authorized by the Agency on a case by case basis, provided each part is warranted for the same period and under the same conditions as the new part. Use of used parts is strictly prohibited.

Contractor shall maintain a sufficient quantity of repair parts or have ready access to these parts in order to prevent unnecessary downtime of equipment.

All parts and materials provided under this contract shall be provided at the Contractor's actual invoiced cost.

I. PROCEDURES FOR NORMAL WORKING HOURS SERVICE CALLS

Requests for services shall originate from and shall be coordinated by the VMI Physical Plant. During normal business hours, 7:30AM to 4:00PM, Monday through Friday, the Contractor shall check in at the VMI Physical Plant prior to the beginning of work, provide the Institute with its supervisor’s name, and return to check-out at the VMI Physical Plant upon completion of work. All scheduled services shall be coordinated with the Contract Administrator a minimum of five business days in advance of performing the work.

Keys that are provided to the Contractor to perform services while on site shall be the responsibility of the Contractor. Contractor will be responsible for the cost of re-keying any and all applicable locksets in the event of lost keys due to Contractor’s negligence.

J. PROCEDURES FOR AFTER HOURS EMERGENCY SERVICE CALLS

After Hours Emergency calls are defined as calls for service between the hours of 4:00PM and 7:30AM, Monday through Friday. Weekend emergency calls are defined as calls for service between the hours of 4:00PM Friday and 7:30AM Monday.

Contractor shall, upon notification from the Institute of an emergency, have a technician on site within two (2) hours.

The Contractor shall report to the VMI Physical Plant standby representative to check-in.

Once the Contractor has made the necessary repairs, they shall check out with the VMI Physical Plant standby representative.

The Contractor is to submit to the VMI Physical Plant the next business day a work ticket showing hours worked and materials used.

Contractor shall charge no more than 1½ times the fixed hourly rate for the individual performing the service for after hour’s emergency calls.

K. FIRE ALARM SYSTEM EQUIPMENT INVENTORY

An inventory of the fire alarm system equipment is included in Attachment G. All information included in the equipment inventories provided as attachments to this solicitation is based on the best information available to the Institute at the time of this solicitation. The Institute does
not guarantee the accuracy of this information. The Contractor shall verify and update the equipment inventories as part of the service requirements of any resulting contract and shall provide the updated equipment inventory to the Institute.

L. REPORTS

A written report shall be submitted to the Institute upon the completion of, and on the same day as, any inspection, test or repair work. Inspection reports shall be substantially in accordance with NFPA Standard 72 recommended format, made on the Contractor’s form (approved by the Institute), and shall include at least the following:

a. Company name; Technician names; Helper names; Time and date of inspection or repair work.

b. Identification of system serviced or repaired; Checklist of examinations made and work performed; time worked; type and quantity of material and parts used.

c. Certification that the work was performed in accordance with the specification, signed by the Technician.

d. Needed repair work, problems, failures or malfunctions discovered during the inspection or repair work.

e. Recommendations for extra inspection and testing if required by applicable codes.

f. All inspection and test reports shall include an itemized list of all deficiencies noted including all pertinent information.

The Contractor shall keep and maintain a file on each fire alarm system to contain accurate records of all inspections and repairs, including trouble calls, parts used, and all wiring and circuit changes and modifications made. The records shall be made available to VMI upon request.

M. ACCESS TO AND INSPECTION OF WORK

1. The Contract Administrator, his agents, any public authority and their representative shall at all times have access to the work, wherever it is in preparation or progress. Contractor shall provide safe facilities for such access and for inspection.

2. If the contract documents, the Contract Administrator’s or his agent’s instructions, laws, ordinances or regulations of any public authority require any work to be tested or approved, Contractor shall give the Contract Administrator or his agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Contract Administrator or his agent or other proper authorities, be uncovered for examination at Contractor’s expense.

V. PROPOSAL PREPARATION AND SUBMISSION:

1. General Requirements

RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted to:

Virginia Military Institute
Purchasing Office
314 Smith Hall
Lexington, VA 24450
Reference the Opening Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

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

2. Proposal Preparation

a) Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Institute requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Institute at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b) Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

c) Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d) Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

e) Ownership of all data, material and documentation originated and prepared for the Institute pursuant to the RFP shall belong exclusively to the Institute 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 the Institute. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. The Institute will schedule the time and
location of these presentations. Oral presentations are an option of the Institute and may not be conducted. Therefore, proposals should be complete.

4. Specific Requirements

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

A. Qualifications and Experience:

1. Provide an organizational chart indicating which individuals or positions would have knowledge of an agreement with the Institute, and the degree to which each person would be responsible to an Institute account, including names of project managers and construction superintendents. Include proof of required trade certifications.

2. Describe the offeror’s general experience in providing construction of the nature the Institute seeks.

3. Provide a list of all the offeror’s clients comparable to the Institute’s indicating length of contract and the nature of each project. The Institute may contact and/or visit any of these clients.

4. Provide a list of all clients lost within the last three years which includes: a) a contact name and telephone number, b) length of contract and c) reason for the loss.

B. Plan for providing services:

1. Provide a complete and detailed description of the offeror’s methodology and plan for providing the services described herein including:

   a. Description of the specific services the Offeror proposes to provide to include but not be limited to when the services will be performed, by whom, and the anticipated time durations for typical services. Offeror must also clearly identify all inspection, testing and maintenance services NOT included in the Offeror’s proposal, which are required by the applicable fire prevention codes and the Institute should perform.

   b. Description of all certification and reporting documentation to be provided by the Offeror in the performance of its work. Include samples of all Offeror’s standard certificates, tags and reports.

   c. Identification of applicable fire prevention codes, regulations, standards and manufacturers’ recommended practices to be followed by the Offeror in the performance of specific tasks proposed by the Offeror.

   d. List of service equipment to be used by the Offeror in the performance of its work.

2. Describe the offeror’s commitment to the Institute in terms of resources, personnel, investment, etc.

3. Provide a list of the subcontractors the offeror would use to provide subcontracting.
4. Provide representation that the prices, terms, warranties and benefits specified in the proposal are comparable to or better than the equivalent terms being offered by the offeror to any present customer.

5. Comment on your willingness to furnish Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds for some projects when requested by the Institute.

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

Describe your plan for utilizing small businesses and businesses owned by women and minorities if awarded a contract. Describe your ability to provide statistical reporting on actual SWAM subcontracting when requested. Specify if your business or the business or businesses that you plan to subcontract with are certified by the Department of Minority Business Enterprise.

D. References:

Three (3) recent references, either educational or governmental, for whom you have provided the type services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual the Institute has your permission to contact. (See Attachment D)

E. Financial Stability:

Submit a copy of the offeror’s most recent financial statements or other evidence of financial stability.

F. General Information Form and Addenda (if applicable):

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

VI. SELECTION CRITERIA AND AWARD:

Proposals will be evaluated by Virginia Military Institute using the following:

<table>
<thead>
<tr>
<th>Criteria Value</th>
<th>Maximum Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Qualifications/Experience</td>
<td>20</td>
</tr>
<tr>
<td>2. References</td>
<td>10</td>
</tr>
<tr>
<td>3. Plan for providing services</td>
<td>20</td>
</tr>
<tr>
<td>4. Geographical Location</td>
<td>15</td>
</tr>
<tr>
<td>5. Pricing Schedule</td>
<td>20</td>
</tr>
<tr>
<td>6. SWaM Utilization</td>
<td>15</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

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**VII. PRICING SCHEDULE:**

**Fire Alarm Inspection/Testing:** Bidder agrees to furnish all labor, materials, equipment and supplies to provide a comprehensive inspection and testing service for the fire alarm and fire suppression systems located in the Agency buildings at the following lump sum prices:

<table>
<thead>
<tr>
<th>Building</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>320 Institute Hill</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Admissions (319 Letcher)</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>BOQ (301 Letcher)</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Cameron Hall</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Carroll Hall</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Clarkson/McKenna</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Cocke &amp; King Halls</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Cormack Field House</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Crozet Hall</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Gray Minor Stadium</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Heat Plant/Infill/Richardson</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Hinty Hall</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Jackson Memorial Hall</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Kilbourne Hall</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Mallory Hall</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Marshall Hall</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Maury Brooke Hall</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Moody Hall</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Neikirk Hall</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>New/Old Barracks</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Nichols Engineering Bldg</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Paulette Hall</td>
<td>$______________/ year</td>
</tr>
<tr>
<td>Preston Library</td>
<td>$______________/ year</td>
</tr>
</tbody>
</table>
Scott Shipp Hall  $______________/ year
Shell Hall  $______________/ year
Smith Hall  $______________/ year
Third Barracks  $______________/ year
New Market Battlefield  $______________/ year
Stonewall Jackson House  $______________/ year
Davidson Tucker House  $______________/ year
Kitchen Hood Exhausts  $______________/ year

TOTAL:  $______________/year

Time and Material Price Schedule for Non-Emergency Repairs, Emergency Repairs, and Improvement/Enhancement Services:

Man-hours paid under this contract shall be only for productive hours at the job site. Time spent in transportation of workers, material acquisition, handling and delivery, or for movement of contractor owned or rented equipment is not chargeable directly, but is overhead and the cost shall be included in the hourly rate. The hourly rate shall also include direct labor, general and administrative overhead, taxes, insurance, profit and the cost of equipment that is normal and necessary (trucks, tools, etc.) **The Institute will not accept an offer with a minimum charge stipulation.**

Failure to complete any of the hourly rates listed below will be cause for rejection of proposal (via a non-responsive determination). Any offeror who enters $0 on a pricing blank or leaves it blank shall be considered non-responsive.

Costs for materials, parts and supplies shall be billed at Contractor’s actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price.

Hourly Rate Price Schedule for Non-Emergency and Emergency Repair Services:

<table>
<thead>
<tr>
<th>Category</th>
<th>Straight Time Hourly Rate</th>
<th>Overtime Hourly Rate (Nights, Weekends, Holidays)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Alarm Technician</td>
<td>$______________/hour</td>
<td>$______________/hour</td>
</tr>
<tr>
<td>Assistant Helper</td>
<td>$______________/hour</td>
<td>$______________/hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$______________/hour</td>
<td>$______________/hour</td>
</tr>
</tbody>
</table>
Other (list as needed)                  $_______________/hour      $_______________/hour

PORTABLE FIRE EXTINGUISHERS

Bidder agrees to furnish all labor, materials, equipment and supplies to provide a comprehensive inspection and testing service on the portable fire extinguishers in the Agency buildings at the following lump sum prices:

<table>
<thead>
<tr>
<th>Location</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>VMI Post</td>
<td>$________/ year</td>
</tr>
<tr>
<td>New Market Battlefield</td>
<td>$________/ year</td>
</tr>
<tr>
<td>Jackson &amp; Tucker Houses</td>
<td>$________/ year</td>
</tr>
</tbody>
</table>

Recharge of portable fire extinguishers shall be billed on a unit price basis as listed below:

<table>
<thead>
<tr>
<th>Recharge Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$________ per pound of extinguishing agent</td>
</tr>
</tbody>
</table>
VIII. REQUIRED GENERAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia’s Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at www.vascupp.org or a copy can be obtained by calling the Procurement Office at (540) 464-7323.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract 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 Contractor shall comply with applicable federal, state and local laws and regulations.

C. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance B-2 of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

2. (For Request For Proposals): Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective (bidder/offor) has questions about the specifications or other solicitation documents, the prospective (bidder/offor) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:
   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
   d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
   e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The B-3 provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
   f. To notify the agency and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

2. To Subcontractor(s):
   a. A contractor awarded a contract under this solicitation is hereby obligated:
      (1) To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
      (2) To notify the agency and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.
   b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND
L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder’s/offeror’s) physical facilities prior to award to satisfy questions regarding the (bidder’s/offeror’s) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. B-4

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or
   
   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency’s right to audit the contractor’s records and/or to determine the correct number of units independently; or
   
   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

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R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

( **NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS**)

S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer’s Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

   **(Note to Agency/Institution):** When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the foregoing sentence should be changed to read: This coverage should include Garage Owner’s Liability. Contracts with movers or truck transporters should also require motor carrier’s liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.

4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**NOTE:** In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<table>
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<tr>
<th>Profession/Service</th>
<th>Limits</th>
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<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
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<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
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<tr>
<td>Asbestos Design, Inspection or</td>
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<tr>
<td>Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
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Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) $1,925,000 per occurrence, $3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2008 - $2,000,000. This complies with §8.01-581.15 of the Code of Virginia.

Insurance/Risk Management $1,000,000 per occurrence, $3,000,000 aggregate
Landscape/Architecture $1,000,000 per occurrence, $1,000,000 aggregate
Legal $1,000,000 per occurrence, $5,000,000 aggregate
Professional Engineer $2,000,000 per occurrence, $6,000,000 aggregate
Surveying $1,000,000 per occurrence, $1,000,000 aggregate

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider. (Code of Virginia, § 2.2-4343.1H).

X. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per
order.

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
   (i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

***END OF GENERAL CONDITIONS***
IX. SPECIAL TERMS AND CONDITIONS
GOODS AND NONPROFESSIONAL SERVICES

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Virginia Military Institute will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Virginia Military Institute has purchased or uses any of its products or services, and the contractor shall not include Virginia Military Institute in any client list in advertising and promotional materials.

2. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

3. **AS BUILT DRAWINGS:** The contractor shall provide the Commonwealth 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 the Commonwealth 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 the Commonwealth upon completion of the work and prior to final payment.

4. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

5. **CANCELLATION OF CONTRACT:** Virginia Military Institute 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.

6. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the goods/services specified.

   Contractor Name:_________________ Subcontractor Name:_________________

   License # _________________ Type ________________

7. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars ($120,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is seven hundred and fifty thousand dollars ($750,000) or more, the bidder/offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a “CLASS A CONTRACTOR.” If such a contract is for seventy-five hundred dollars ($7,500) or more but less than one hundred and twenty thousand dollars ($120,000), or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is between one hundred and fifty thousand dollars ($150,000) and seven hundred and fifty thousand dollars ($750,000) or more, the bidder is required to be licensed as a “CLASS B CONTRACTOR.” If such a contract is for one-thousand dollars ($1,000) or more but less than seventy-five hundred dollars ($7,500), or if the contractor does less than $150,000 in business in a 12-month period, the bidder is required to be licensed as a “CLASS C CONTRACTOR.” The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

   Licensed Class A Virginia Contractor No._________ Specialty ________________
   Licensed Class B Virginia Contractor No._________ Specialty ________________
   Licensed Class C Virginia Contractor No._________ Specialty ________________

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the
bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

8. **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.

9. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

10. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth’s use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

11. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner’s representative 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.

12. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

```
From: __________________________________________
Name of Bidder/Offeror                        Due Date                      Time
______________________________________________
Street or Box Number                           V211-12-008
______________________________________________
City, State, Zip Code                          RFP No.
______________________________________________
VMI Emergency Generators Full-Service Maintenance
______________________________________________
Name of Contract/Purchase Officer or Buyer:  Sherri P. Rowe
The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/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.

13. **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 the Commonwealth.

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

15. **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.

16. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and
where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is
couraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude
DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business
certification. No bidder/offor or subcontractor shall be considered a Small Business, a Women-Owned Business or
a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by
the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees
to report the use of small business subcontractors by providing the purchasing office at a minimum the following
information: name of small business with the DMBE certification number, phone number, total dollar amount
subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

17. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and
directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention.
Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees
that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for
the acts and omissions of his own employees.

18. **REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been
provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact
person and telephone number.

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<tr>
<th>ORGANIZATION</th>
<th>ADDRESS</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE</th>
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19. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a
period of no less than 365 days following date of delivery/installation. Should any defect be noted by the owner, the
Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the
contractor shall replace or correct, or (2) Virginia Military Institute does not require replacement or correction, but an
equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at
no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially
delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may
have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain
an equitable adjustment in the contract price.

20. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods 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 goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to
the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the
bid/proposal.

21. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the
performance of this contract shall be repaired to the Commonwealth’s satisfaction at the contractor’s expense.

22. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that
information and data obtained as to personal facts and circumstances related to patients or clients will be collected and
held confidential, during and following the term of this agreement, and will not be divulged without the individual’s
and the agency’s written consent and only in accordance with federal law or the Code of Virginia. Contractors who
utilize, access, or store personally identifiable information as part of the performance of a contract are required to
safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such
information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control
over decisions regarding external reporting. Contractors and their employees working on this project may be required
to sign a confidentiality statement.

X. **METHOD OF PAYMENT:** Payment for preventive maintenance services shall be on a semi-annual basis. Payment by check will be made by the Commonwealth of Virginia, after Agency's approval of the completed services and after receipt of the Contractor's invoice prepared in a format acceptable to the Agency.

All services provided by the Contractor pursuant to this solicitation shall be performed to the satisfaction of the Agency, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for work found by the Agency to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations. Unless specified otherwise in a purchase order change form or a contract modification agreement, invoices shall be sent to the following address:

Virginia Military Institute  
Physical Plant  
110 Hines Lane  
Lexington, VA 24450

These requirements are in addition to and independent from any other invoice requirements contained within this contract.

XI. **ADDENDUM:**

Any **ADDENDUM** issued for this solicitation may be accessed at [http://www.eva.virginia.gov](http://www.eva.virginia.gov) under the VBO. Because a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. **CONTRACT ADMINISTRATION:**

MAJ Richard Fletcher, Maintenance Reserve Program Manager in Physical Plant, at Virginia Military Institute or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

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

OFFEROR: ________________________________________________________________

RFP#: RFP #V211-12-008

Date: ________________

The following question concerns specifications, Section (number)
__________________________________________________________

Paragraph ____________________, page ____________________.

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

All responses to questions may be made by Addendum.

Questions Submitted by: ____________________________

NAME

ORGANIZATION

PHONE

EMAIL

This may be FAXED to: (540) 464-7669 or E-Mail to: rowesp@vmi.edu, Mrs. Sherri Rowe, Procurement Officer
CONFLICT OF INTEREST STATEMENT

Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your proposal. FAILURE TO FURNISH THIS DATA MAY RESULT IN REJECTING YOUR PROPOSAL.

NAME: ________________________________________________________________

ADDRESS: ___________________________________________________________________

CITY/STATE: ______________________________________________________________________

TELEPHONE NUMBER: ____________________________

FEDERAL ID NUMBER (FIN): ____________________________

THE ABOVE FIRM IS A: (CHECK, AS APPLICABLE)

( ) SMALL BUSINESS ( ) INDIVIDUAL BUSINESS
( ) WOMAN-OWNED BUSINESS ( ) SOLE PROPRIETORSHIP
( ) MINORITY-OWNED BUSINESS ( ) PARTNERSHIP
( ) SHELTERED WORKSHOP ( ) CORPORATION

RELATIONSHIP WITH THE COLLEGE OF VIRGINIA:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1-639.1-639.24? ( ) YES ( ) NO

IF YES, EXPLAIN:

____________________________________               ______________________________

SIGNATURE OF OFFEROR DATE

Please tell us how you received this solicitation:

( ) It was mailed to you directly.

( ) You requested a copy through the Virginia Business Opportunities.

( ) You obtained a copy from the Virginia Department of Minority Business Enterprise.

( ) Other (please specify) ________________________________.
ATTACHMENT C

CONTRACTOR DATA SHEET

QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirement.

Indicate the length of time you have been in business providing this type of service. ____________ Years
__________________ Months

Provide a list of current references, either college, Educational Institutions, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person the State has your permission to contact. Such listing shall be comprehensive of your firm’s customer base and can be formatted as follows:

**CURRENT ACCOUNTS:**

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<tr>
<th>Account Name, Address &amp; Phone #</th>
<th>Length of Service</th>
<th>$ Volume/Year</th>
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**LOST ACCOUNTS:**

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REFERENCES

Please list at least three (3) references for which you have performed each applicable category of service specified herein and within the past five years.

1. CLIENT:

ADDRESS:

CONTACT PERSON/PHONE#: ________________________________

APPROXIMATE DOLLAR VOLUME PER YEAR: _________________________

PROJECTS/DATES/DESCRIPTION: ______________________________________

________________________________________________________________________

2. CLIENT:

ADDRESS:

CONTACT PERSON/PHONE#: ________________________________

APPROXIMATE DOLLAR VOLUME PER YEAR: _________________________

PROJECTS/DATES/DESCRIPTION: ______________________________________

________________________________________________________________________

3. CLIENT:

ADDRESS:

CONTACT PERSON/PHONE#: ________________________________

APPROXIMATE DOLLAR VOLUME PER YEAR: _________________________

PROJECTS/DATES/DESCRIPTION: ______________________________________

________________________________________________________________________
Small Business Subcontracting Plan

Definitions

**Small Business**: "Small business " means 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. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

**Women-Owned Business**: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, 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 United States immigration law, and both the management and daily business operations are controlled 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.

**Minority-Owned Business**: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals 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.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbe.virginia.gov (Customer Service).

Offeror Name: ______________________________________
Preparer Name: ________________________________________ Date: ________________

Instructions

A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror’s proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

______ Small Business
______ Small and Women-owned Business
______ Small and Minority-owned Business
Section B
Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

<table>
<thead>
<tr>
<th>Small Business Name &amp; Address</th>
<th>DMBE Certificate #</th>
<th>Status if Small Business is also: Women (W), Minority (M)</th>
<th>Contact Person, Telephone &amp; Email</th>
<th>Type of Goods and/or Services</th>
<th>Planned Involvement During Initial Period of the Contract</th>
<th>Planned Contract Dollars During Initial Period of the Contract</th>
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A MANDATORY pre-proposal conference will be held **Tuesday, 9 August 2011 at 10:00 am EST** at the Physical Plant, 110 Hines Lane, Lexington, VA 24450. 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.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, **attendance at this conference will be a prerequisite for submitting a proposal.** Proposals will only be accepted from those offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative’s signature on the attendance roster. **No one will be admitted after 10:00 am EST.**

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Claims as a result of failure to inspect the job site will not be considered by the Institute.

Please indicate the **number** of representatives of your firm that will attend this pre-proposal conference: ______

Name of firm attending: ____________________________________________

Directions to the Virginia Military Institute may be found at the link below: