

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTP-1656-2022

This contract entered into this 13th day of August 2021 by CBIZ Risk & Advisory Services, LLC, DBA CBIZ hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

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

SCOPE OF CONTRACT: The Contractor shall provide Construction Cost Audit Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From August 13, 2021 through August 12, 2024 with the option for three two year renewals.

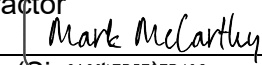
COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

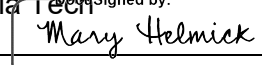
CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 0062166 dated March 2, 2021, Addendum #1 dated March 31, 2021, Addendum #2 dated April 7, 2021 the revised proposal submitted by the Contractor dated April 19, 2021 and the negotiation summary, all of which Contract Documents are incorporated herein.

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


(Initials)

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

Contractor DocuSigned by:
By: 
(Signature)
Mark McCarthy Managing Director
Name and Title

Virginia Tech DocuSigned by:
By: 
Mary W. Helmick
Director of Procurement

ADDENDUM # 1 TO RFP # 0062166

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

DATE	NEW DUE DATE AND HOUR
March 31, 2021	April 19, 2021@ 3:00PM

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Reed Nagel Assistant Director Procurement
 E-MAIL ADDRESS: nagelr@vt.edu TELEPHONE NUMBER (540) 231-5240
 FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Construction Cost Audits

1. **Due to the COVID-19 Emergency Declaration, Virginia Tech will be accepting electronic submission of proposals. All submissions should be submitted to procurement@vt.edu with the RFP number, due date, and time in the subject line of the email.**

Virginia Tech will not confirm receipt of proposals. It is the responsibility of the proposers to make sure their proposal is delivered on time. Delivery Confirmation functionality is recommended from the proposer's email system. Official timestamp of received proposal will be based on the Virginia Tech web server date and time received.

Attachments must not exceed 25MB to avoid delivery issues thru email servers.

2. Replace Section IX. Subsection A. Selection Criteria in its entirety with the following.

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	20
2. Qualifications and experiences of Offeror in providing the goods/services	30
3. Specific plans or methodology to be used to provide the Services	30
4. Participation of Small, Women-Owned and Minority (SWaM) Business	20
	Total 100

3. Replace Section IX. Subsection B. Award in its entirety with the following.

Award (Professional Services)

Virginia Tech shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternate concepts. At the discussion stage

Virginia Tech may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, Virginia Tech shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to Virginia Tech can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at fair and reasonable price. Should Virginia Tech determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

4. A large number of inquiries were received as a result of this solicitation, the responses to these will be posted by next Friday at the latest.
5. All other terms, conditions and descriptions remain the same.
6. The due date and hour have been changed to April 19, 2021 @ 3:00PM

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

Signature

Date



Timothy D. Sands, President (0131)
Burruss Hall, Suite 210
800 Drillfield Drive
Blacksburg, Virginia 24061
540-231-6231
President@vt.edu

**DECLARATION OF AN EMERGENCY AT VIRGINIA
POLYTECHNIC INSTITUTE AND STATE UNIVERSITY**

By virtue of my authority as President of Virginia Polytechnic Institute and State University, I verbally declared an emergency on the Virginia Tech campus on Tuesday March 3, 2020, as a result of COVID-19 outbreak that is impacting students and employees traveling abroad and has the potential to impact the University's programs in Virginia.

The health and welfare of the students and personnel and the peril to property on the campus necessitated the proclamation of the existence of an emergency.

I am also hereby declaring that Dr. Guru Ghosh, shall serve as the Vice President in charge and that Michael Mulhare shall serve as the Emergency Response Coordinator.

By: Timothy D. Sands
President

Dated: March 3rd 2020

ADDENDUM # 2 TO RFP # 0062166

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

DATE	NEW DUE DATE AND HOUR
April 7, 2021	April 19, 2021@ 3:00PM

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Reed Nagel Assistant Director Procurement
 E-MAIL ADDRESS: nagelr@vt.edu TELEPHONE NUMBER (540) 231-5240
 FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Construction Cost Audits

1. Below are the responses to inquires provides as a result of this procurement.
 1. Please provide a range of the size of projects that will be audited on this contract? Are they major capital projects, minor projects, differed maintenance projects, or a combination of all of these?

 Virginia Tech Response: Projects are greater than \$3m, some could exceed \$100m. Currently all planned are major capital projects.
 2. In the Statement of Needs, Section A, the scope refers to the auditing of "fiscal transaction processes". Please provide an example or more detail describing this scope of work?

 Virginia Tech Response: Fiscal transaction process are the methods used to process payments for goods and services. In the context of the project objectives in Section A, this would be the processes used in billings and payments, costing, and pricing of change orders.
 3. Please confirm if professional certifications or licenses are applicable for team members on this proposal? If applicable please provide a list of required or recommended certifications or licenses.

 Virginia Tech Response: Virginia Tech cannot tell you how to structure your proposal. Please provide your best team possible.
 4. Can larger firm's partner will a SWaM firm regardless of the language in the special terms and conditions around subcontracting?

 Virginia Tech Response: Yes, this special term and condition refers to subcontract after contract execution.
 5. RFP Section VII B. "Each execution of the contract will be individually negotiated, but in general each project includes the following minimum expectations." **With the understanding that there are individual projects, what is the range in construction spend that Virginia Tech anticipates will be audited?**

 Virginia Tech Response: The five-year capital program is currently estimated to be in excess of \$1 billion.
 6. Will Virginia Tech require the screening of the backgrounds of contractors that perform work on construction projects?

 Virginia Tech Response: Virginia Tech places the responsibility for background screening on the contractors.
 7. When does Virginia Tech anticipate starting contract compliance audits?

 Virginia Tech Response: This is an as needed term contract. Engagements with the awarded firm(s) can take place at any time over the life of the contract and no amount of business is guaranteed.

8. Will audits be desk based (remote) or will fieldwork be required?

Virginia Tech Response: The contractor can determine the best method to achieve the contract terms.

9. Does VT have a percentage goal for work to be subcontracted to a SWaM?

Virginia Tech Response: There is no subcontracting goal; however, the more subcontracting provided the greater the amount of points awarded in that category.

10. Does OARC have an estimated period of performance for a typical project under this contract?

Virginia Tech Response: An estimate does not exist.

11. If possible, would OARC please provide the names of any entities currently performing construction services that may be covered under this contract, to enable offerors to perform a conflict check and ensure their independence to perform this project?

Virginia Tech Response: Will be addressed as part of the awards under the term contract.

12. Would OARC please clarify whether the contractor will be required to perform these reviews under a specific set of professional standards? If so, would OARC please identify those standards?

Virginia Tech Response: No professional standard is required.

13. Would OARC please clarify whether it has a specific report template that the contractor should use when reporting its findings? If so, would OARC please provide a sample template?

Virginia Tech Response: A specific reporting template does not exist.

14. Specific plans or methodology to be used to provide the Services” as one of the evaluation criteria. However, Section VIII. Proposal Preparation and Submission (p. 7), does not appear to include a methodology section among the specific proposal requirements. Would Virginia Tech please (a) confirm whether offerors should include a technical methodology section in their proposals, and (b) if so, clarify which section offerors should include the methodology in?

Virginia Tech Response: Plans and methodology to complete an audit should be part of your proposal.

15. Can you provide a list of projects in the Capital plan along with estimated construction cost totals?

Virginia Tech Response: The most recent capital outlay plan can be found here: <https://caf.m.vt.edu/capital-assets/capital-outlay-projects.html>

16. What is the approximate annual audit budget?

Virginia Tech Response: Virginia Tech does not give out budget information.

17. Does Virginia Tech expect to audit project at a point in time? Using information to date? Using information for a selected period? Or ongoing throughout the total project?

Virginia Tech Response: As noted in Section VII A., the audit projects will typically be performed in two or more phases (preconstruction, construction in progress, contract close out). Each of these reviews will be at the point in time of information available to date.

18. Is firm experience with the Commonwealth’s Construction & Professional Services Manual required?

Virginia Tech Response: Experience is not required.

19. What point value is deducted for lack of Commonwealth of Virginia construction audit experience?

Virginia Tech Response: Points are scored on a subjective basis.

20. Will the vendor be expected to provide updates/presentations to the Board of Visitors or would OARC handle those items?

Virginia Tech Response: OARC will handle presentations to the Board of Visitors.

21. What tools and/or software does Virginia Tech currently use as it relates to construction management as well as tracking and receiving contractor pay applications and tracking the construction schedule?

Virginia Tech Response: GCPAY, AIM Hokie Serv, Google Drive, and Laserfiche

22. Will the awarded auditor be provided access to the construction department's project management and financial systems?

Virginia Tech Response: No the auditor will not be provided access.

23. Is there a vendor currently performing this type work for Virginia Tech? If so, how many years have they been providing these services?

Virginia Tech Response: Services are currently being provided by Commercial Cost Control Inc. and Fort Hill Associates. These contracts have been in place since 2013.

24. The RFP states that the construction audit will be performed in two or more phases, Preconstruction, construction in progress, and Contract Close Out. Within the construction in progress phase, would this be a specific point in time or the duration of the entire construction phase (e.g., continuous monitoring effort)?

Virginia Tech Response: Services are envisioned as a point in time review.

25. Is there an external Construction Manager or Project Management Office that will oversee all construction projects?

Virginia Tech Response: Virginia Tech maintains its own staff of Project Managers.

26. Are any of the construction projects anticipated to be Design-Build or are they all specified as Design-Bid-Build?

Virginia Tech Response: Virginia Tech utilizes all of the 3 types of construction methods (Design-Bid-Build, Design-Build, and CM at Risk)

27. Does OARC or CPIF typically assist with engagements?

Virginia Tech Response: No. Audits are performed independently by the firms. CPIF and OARC provides independent oversight.

28. What is the size of the staff / department that performs these audits?

Virginia Tech Response: Virginia Tech cannot provide this information.

29. Will the Contractor have direct access to documents via a shared drive, software system? If so, how will the consultant gain access to these systems?

Virginia Tech Response: Project Manager's will share via a shared drive.

30. Who are the holders of the trade contracts? IE, will trade contracts be held by VT, or by a CM/GC?

Virginia Tech Response: Trades contracts are held by the CM/GC.

31. Is there a page limit for the proposal?

Virginia Tech Response: There is no page limit; however, firms are encouraged to keep all proposals to a reasonable page length.

32. Is Virginia Tech requesting a biography or resume of all persons included on the proposal or just key personnel (management)?

Virginia Tech Response: Virginia Tech cannot tell you how to structure your proposal.

33. With respect to VT's risk management policies on construction contracts, does VT utilize an Owner Controlled Insurance Program (OCIP), a Contractor Controlled Insurance Program (CCIP) or ask that all tiers of contractors provide their own insurance policies?

Virginia Tech Response: Contractor Controlled.

34. Would Virginia Tech be agreeable to a limitation of liability provision that limits Supplier's liability to three times the fees for any engagement under the contract?

Virginia Tech Response: This can be addressed during negotiations.

35. Will Virginia Tech consider modifications to Attachment A: Terms and Conditions, including the RFP General Terms and Conditions? Such modifications would be industry standard and typical for the type of services contemplated, and would be included as exceptions within our proposal, including, but not limited to, indemnification obligations limited to third party claims, inclusion of a limitation of liability for claims between the parties, modifications regarding insurance applicable to the services contemplated, etc.

Virginia Tech Response: This can be addressed during negotiations.

36. How many projects does Virginia Tech anticipate awarding to each vendor selected?

Virginia Tech Response: There is no guaranteed amount of business under any potential awards.

37. Attachment A.A – Is it ok for vendors to provide a list of other value-add service offerings outside of construction audit within their proposals?

Virginia Tech Response: Yes; however, please be aware of the main focus of the solicitation.

2. All other terms, conditions and descriptions remain the same.
3. The due date and hour remain April 19, 2021 @ 3:00PM

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

Signature

Date



Request for Proposal # 0062166

For

Construction Cost Audits

March 2, 2021

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

RFP 0062166
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 April 2, 2021 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

PROPOSAL SUBMISSION:

Bids or Proposals may NOT be hand deliver to the Procurement Office.

Due to the COVID-19 Emergency Declaration, Virginia Tech will be accepting electronic submission of proposals. All submissions should be submitted to procurement@vt.edu with the RFP number, due date, and time in the subject line of the email.

Virginia Tech will not confirm receipt of proposals. It is the responsibility of the proposers to make sure their proposal is delivered on time. Delivery Confirmation functionality is recommended from the proposer's email system.

Attachments must not exceed 25MB to avoid delivery issues thru email servers.

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 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: _____

08/01/2020

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for auditing construction costs on certain capital projects by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

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

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

III. CONTRACT PERIOD:

The term of this contract is for three (3) years with an option for three (3) two year renewals, or as negotiated.

IV. BACKGROUND:

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech pushes the boundaries of knowledge by taking a hands-on, transdisciplinary approach to preparing scholars to be leaders and problem-solvers. A comprehensive land-grant institution that enhances the quality of life in Virginia and throughout the world, Virginia Tech is an inclusive community dedicated to knowledge, discovery, and creativity. The university offers more than 280 majors to a diverse enrollment of more than 36,000 undergraduate, graduate, and professional students in eight undergraduate colleges, a school of medicine, a veterinary medicine college, Graduate School, and Honors College. The university has a significant presence across Virginia, including the Innovation Campus in Northern Virginia; the Health Sciences and Technology Campus in Roanoke; sites in Newport News and Richmond; and numerous Extension offices and research centers. A leading global research institution, Virginia Tech conducts more than \$500 million in research annually.

Virginia Tech, through the collaboration of the Office of Audit, Risk, and Compliance (OARC) and the Division of Campus Planning, Infrastructure, and Facilities (CPIF), requests proposals for auditing Architect/Engineering (A/E) and Construction cost proposals, the costs incurred by A/E and construction contractors (which may include construction costs, and related services), and the cost of design efforts on certain capital projects. Projects will be selected by Virginia Tech management and the scope for each project will be negotiated at the beginning of the engagement (see the Statement of Needs for examples of scope). Virginia Tech is currently engaged in the design or construction of approximately \$1 billion in new buildings or renovations of existing assets. The projects will predominantly be located on the Virginia Tech Blacksburg campus but may be in any other university locations. OARC will have primary oversight of the contracted audit services.

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

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

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

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

For registration and technical assistance, reference the eVA website at: <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. STATEMENT OF NEEDS:

A. Scope

Selected firm(s) will work with OARC to perform contract compliance audits for specific construction contracts selected by OARC and CPIF. In general, the audits will consist of analyzing contracts including uniform and supplemental general conditions; all invoicing and back-up; schedule of values and related pro-ratio; contractor general conditions; subcontractor and self-performed work invoicing; contractor and/or subcontractor wage certifications, fiscal transaction process; and other relevant related process requirements.

The project objectives are to:

- Determine that billings and payments for selected construction projects are in accordance with contract documents.
- Determine that various costs are not duplicated.
- Determine the appropriate pricing of change orders.
- Identify opportunities for cost avoidance.
- Provide information that will result in cost recoveries, and/or to evaluate time commitments in relation to contracts.

Virginia Tech may add other objectives, depending on the scope of work agreed to with the successful proposer.

Auditors from OARC may assist with engagements as available. The impact on fees should that scenario be chosen will be addressed per project.

For individual construction audit projects, this work will ordinarily be performed in two or more phases:

- Preconstruction – reviews of construction contract awards, contract terms and conditions.
- Construction in Progress – change order reviews, payment applications, General Contractor, architects and 3rd party reviews.
- Contract Close Out – validation of completion of projects and cost compliance with contract terms, final bill and mediation.

Additionally, projects in one or more of the following construction project related areas may be requested:

- Inventory Management – evaluation of controls over management of construction related purchases including receiving, storage, and movement.
- Project Management Consulting and Training – evaluate overall project management including project scheduling; provide project management and cost validation training to key management personnel.

B. Deliverables

Each execution of the contract will be individually negotiated, but in general each project includes the following minimum expectations:

1. During the course of the audit, the firm will be required to conduct an update meeting for relevant OARC and CPIF personnel prior to leaving the site at the close of fieldwork. Additional update meetings and an exit meeting will be required, but timing, frequency and location will be negotiated over the course of the audit.
2. A comprehensive management report will be provided that addresses the results of the contract compliance audits for the components of the project selected; includes a statement explaining the scope of services, detailed explanations of cost savings or cost avoidances identified; and process improvement recommendations to help eliminate or identify similar exposures going forward. Appropriate supporting documentation should also be included. Providing supporting documentation as appendices to the report is acceptable.
3. An executive summary report should include findings, impact, recommendations and best practices. The summary should include sufficient information to serve as a stand-alone document, and be suitable for presentation to the Board of Visitors. Tabular format would be acceptable.
4. Working papers supporting the engagement will be provided to OARC, upon request.
5. Provide observations on the CPIF construction administration processes and identify opportunities for improvement. The recommendations could include, identifying potential contract control deficiencies, potential overcharge exposure on future contract billings, and control environment improvements.

VIII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

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

1. Organizational Experience:

Comment on the experience of your organization in performing construction audit projects. Give a brief overview of your expectations from Virginia Tech during this project. Provide an overview of the firms experience in working specifically with Commonwealth of Virginia construction requirements including the Commonwealth's *Construction & Professional Services Manual*.

2. Employee Qualifications:

Describe the qualifications and experience of the individuals that will service the Virginia Tech account.

3. Ability to Provide Construction Costs Audits in a Timely Manner:

Provide time frame required to perform a comprehensive construction cost audit. Note any variables that will affect the timeline proposed.

4. Price:

Describe your plan for providing Virginia Tech with a construction cost audit and outline costs associated with providing said review. Please note that cost plus a percentage of cost pricing arrangements are not acceptable.

5. References:

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

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

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSBD website at <http://www.sbsd.virginia.gov/>

7. 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. **One (1) electronic document** in WORD format or searchable PDF (*flash drive*) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS emailed to procurement@vt.edu.

Reference the Due Date and Hour, and RFP Number in the subject line of the email. No confirmation receipt will be provided by Virginia Tech.

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

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

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

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

IX. SELECTION CRITERIA AND AWARD:A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	20
2. Qualifications and experiences of Offeror in providing the goods/services	30
3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	20
5. Participation of Small, Women-Owned and Minority (SWaM) Business	10
	Total 100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

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

X. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 4:00 pm on March 18, 2021. Inquiries must be submitted to the procurement officer identified in this solicitation.

XI. INVOICES:

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

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

XII. METHOD OF PAYMENT:

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

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XIII. ADDENDUM:

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

XIV. COMMUNICATIONS:

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

XV. CONTROLLING VERSION OF SOLICITATION:

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

XVI. TERMS AND CONDITIONS:

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

XVII. CONTRACT ADMINISTRATION:

- A. Sharon Kurek, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVIII. ATTACHMENTS:

Attachment A - Terms and Conditions

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_08012020.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 EMAIL:** Due to the COVID-19 emergency declaration, Virginia Tech will be accepting electronic submission of proposals. All submissions should be submitted to procurement@vt.edu with the **RFP number, due date, and time in the subject line of the email**. No confirmation receipt will be provided. It is the responsibility of the proposers to make sure their proposal is delivered on time. Delivery Confirmation receipts are highly recommended from the vendor side. Attachments must be smaller than 25MB in order to be received by the University.

The offeror takes the risk that if the email 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 **NOT** hand deliver to the Procurement Office.

- 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 via email.

- 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

SPECIAL TERMS AND CONDITIONS

INSURANCE:

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00
- E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
- F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

LICENSE TO USE VIRGINIA TECH LICENSED INDICIA: By signing and submitting this Proposal, the offeror agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: <http://clc.com/Licensing-Info.aspx>.*

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.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

CBIZ Risk & Advisory Services Proposal

Virginia Tech

Construction Cost Audits (RFP #0062166)

4/19/21



reducing financial exposure **for your**
organization's peace of mind

Prepared by: CBIZ Risk & Advisory Services, LLC
Point of Contact: Mark McCarthy, Managing Director
500 Boylston Street, 4th Floor, Boston, MA 02116
(P) 617.761.0627 | (E) MMcCarthy@cbiz.com

CBIZ





CBIZ Risk & Advisory Services, LLC

500 Boylston Street, 4th Floor ■ Boston, MA 02116
Main: 617.761.0627 ■ Fax: 617.761.0601 ■ www.cbiz.com/RAS

COVER LETTER

April 19, 2021

Sharon Kurek
Executive Director of Audit, Risk, and Compliance
Virginia Polytechnic Institute and State University
Blacksburg, VA 24061

Dear Ms. Kurek,

On behalf of CBIZ Risk & Advisory Services, LLC (CBIZ), we would like to thank you for the opportunity to propose on construction audit services for Virginia Tech. We are pleased to present the following proposal to your organization. Many accounting firms today tout their industry experience, credentials and expansive capabilities - and we certainly have relevant expertise with construction auditing services similar to this RFP – but taking this approach leaves out the most important element – you. We like to focus on our client’s specific needs, not general expertise. This is what separates CBIZ from our competitors.

This proposal focuses solely on your stated objectives, and seeks to provide CBIZ’s qualifications to perform these specific professional services. The contents of this proposal will remain in effect a minimum of 60 days from the date of submission. Based on our understanding from your RFP, it is apparent the following deliverables matter to you:

- A review of construction contract language to control construction costs and mitigate risks
- Assess construction project billings for contract compliance
- An analysis of change order pricing to ensure pricing is appropriate
- Identify opportunities for cost avoidance and potential cost recovery

Understanding your needs and unique circumstances is paramount; as it drives what recommendations, ideas and deliverables we bring to the table. In addition to exceeding industry expectations for service, it is our sincere goal to earn your respect and trust through our actions and work.

Thank you again for the opportunity to serve as your construction audit services provider. We hope to develop a long-term relationship with you and the entire Virginia Tech team.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark McCarthy", written over a dashed horizontal line.

Mark McCarthy, Managing Director
CBIZ Risk & Advisory Services, LLC
(617) 761-0627 | MMcCarthy@cbiz.com

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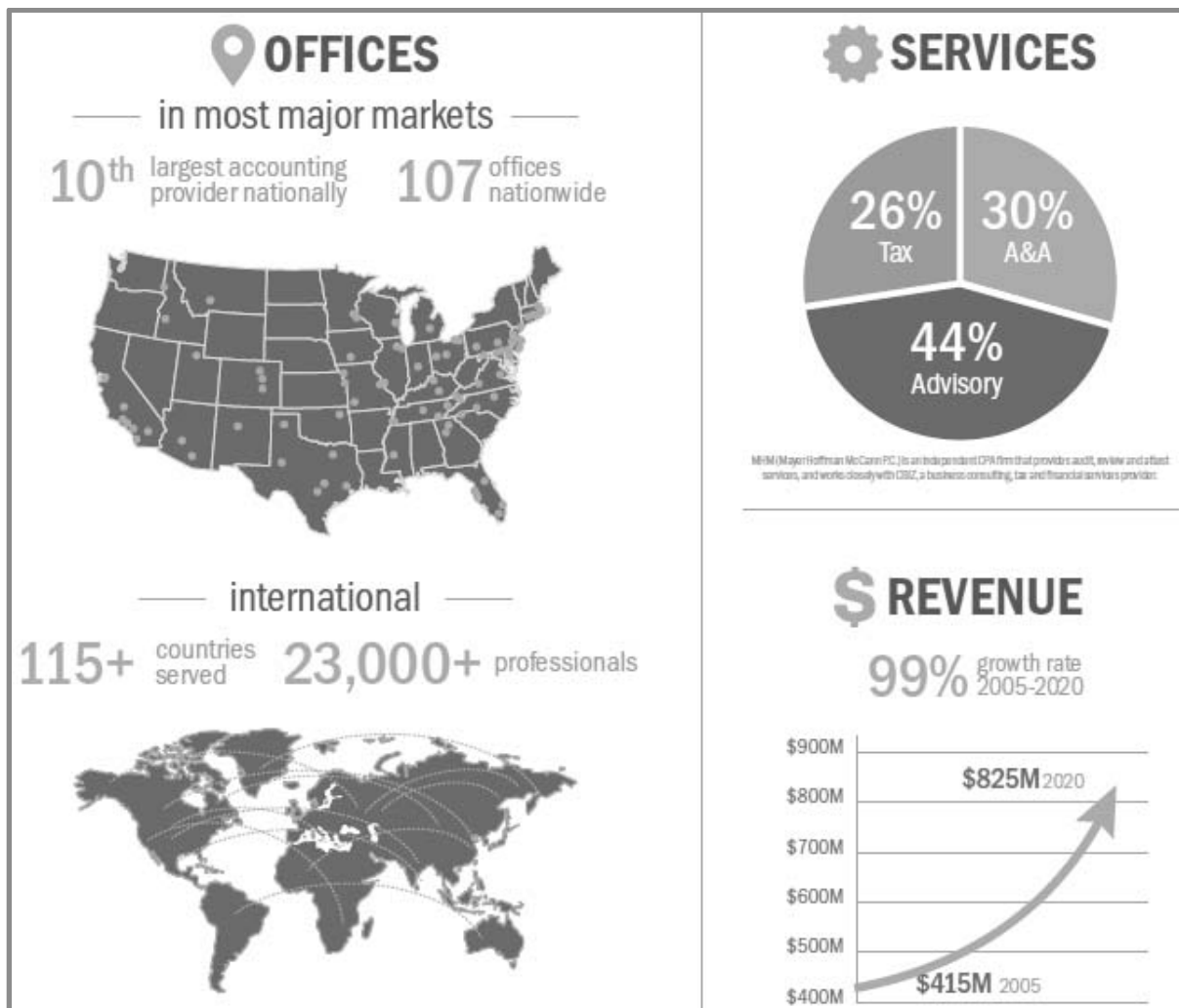
EXECUTIVE SUMMARY

A National Leader in Accounting, Tax and Advisory Services

CBIZ, Inc. is a business consulting, tax and financial services provider that is publicly traded on the New York Stock Exchange under the symbol CBZ. With over 100 offices and over 4,600 employees in major metropolitan areas and suburban cities, we are proud to be one of the Top Ten accounting providers in the nation, as ranked by Accounting Today, INSIDE Public Accounting and Public Accounting Report.

Our business consulting, tax and audit professionals function as a team to support all of your needs, providing a seamless level of service to our clients. We serve public and private entities ranging from small to mid-sized businesses to large corporations across the United States. Our clients belong to a variety of industries, including:

Construction	Energy, Oil & Gas	Financial Institutions	Government	Healthcare
Higher Education	Hospitality	Manufacturing	Mining	Not-for-Profit
Private Equity	Professional Services	Real Estate	Retail	Technology



1 – ORGANIZATIONAL EXPERIENCE

Representative Experience

CBIZ has been engaged to perform hundreds of similar construction audits and related consulting services for educational institutions. The following is a listing of representative clients for which CBIZ was retained to perform construction audit services within the past 10 years.

Educational Institution	Project Title	Construction Cost
Amherst College	<ul style="list-style-type: none"> ▪ New Science Facility 	\$250 million
Boston College	<ul style="list-style-type: none"> ▪ Harrington Support Building ▪ Central Heating Plant Upgrade & Expansion ▪ Stokes Hall ▪ St. Mary's Hall Renovation ▪ 2150 Commonwealth Avenue ▪ Recreation Center ▪ Integrated Science Center 	\$22 million \$24 million \$61 million \$65 million \$85 million \$118 million \$130 million
Boston University	<ul style="list-style-type: none"> ▪ Joan & Edgar Booth Theatre Production Center ▪ Goldman School of Dental Medicine ▪ Center for Integrated Life Science ▪ Myles Standish Hall Renovations ▪ Data Sciences Center 	\$80 million \$85 million \$110 million \$115 million \$285 million
Cornell University	<ul style="list-style-type: none"> ▪ NY Tech – Verizon Executive Education Center Goldman School of Dental Medicine ▪ Milstein Hall ▪ William Gates Hall ▪ Animal Health & Diagnostic Lab ▪ NY Tech Campus Infrastructure ▪ West Campus Residential Initiative 	\$38 million \$40 million \$42 million \$53 million \$60 million \$69 million

Cornell University (Continued)	▪ NY Tech Campus Bloomberg Center	\$130 million
	▪ North Campus Residential Expansion	\$250 million
Dartmouth College	▪ Dana Hall Renovation	\$23 million
	▪ Class of 1978 Life Science Center	\$92 million
Massachusetts Institute of Technology	▪ Department of Mathematics	\$80 million
	▪ Central Utility Plant	\$82 million
	▪ Brain & Cognitive Science Center	\$175 million
	▪ Sloan School of Management	\$175 million
	▪ The Ray and Maria Stata Center	\$200 million
	▪ Nanotechnology Building	\$285 million
Midwestern State University	▪ Gunn Health Sciences & Human Services Building	\$34 million
Mount Holyoke College	▪ Blanchard Hall	\$40 million
Northeastern University	▪ 177 Huntington Avenue	\$7 million
	▪ Mugar Hall	\$9 million
	▪ Hastings Hall	\$10 million
	▪ Snell Library Digital Media Commons	\$11 million
	▪ Speare Hall	\$12 million
	▪ Interdisciplinary Science & Engineering Complex	\$175 million
Ohio University	▪ Energy Conservation Measures	\$25 million
Princeton University	▪ Lake Carnegie Flyover Pedestrian Bridge	\$60 million
	▪ East Campus Projects	\$250 million
SUNY - University at Buffalo	▪ Athletics Field House	\$15 million
	▪ One World Café	\$25 million
Texas Tech University System	▪ Angelo State University Museum	\$11 million

Texas Tech University System (Continued)	▪ Permian Basin Academic Facility	\$15 million
	▪ Bayer CropScience Facility	\$16 million
	▪ CVPA Maedgen Theatre Addition	\$18 million
	▪ El Paso Dental Oral Health Clinic	\$25 million
	▪ Maddox Engineering Research Center	\$25 million
	▪ Research and Technology Park	\$25 million
	▪ J.T. and Margaret Talking Hall & United Commons	\$42 million
	▪ Education, Research & Technology Building	\$65 million
	▪ Lubbock Education Building	\$70 million
	▪ Experimental Science Building II	\$77 million
▪ School of Veterinary Medicine	\$90 million	
Texas Woman's University	▪ Science and Technology Learning Center	\$45 million
Tufts University	▪ Barnum Dana Renovation	\$12 million
	▪ Miller/Houston Dorm	\$26 million
	▪ Central Energy Plant	\$36 million
	▪ School of Dental Medicine	\$68 million
	▪ Science & Engineering Building	\$80 million
University of Houston System	▪ Agnes Arnold Hall Fire Sprinkler System	\$2 million
	▪ E. Cullen/Cullen Performance Hall Fire Sprinklers	\$5 million
	▪ Science Building Renovations	\$12 million
	▪ UHCL Student Housing	\$17 million
	▪ Katy Academic Building	\$26 million
	▪ Sugar Land Academic Building	\$43 million
	▪ Parking Garage #05	\$46 million
University of Maryland	▪ New Residence Hall and Dining Facility	\$130 million

University of Massachusetts Building Authority	▪ UMass Lowell – Olsen Hall	\$7 million
	▪ UMass Dartmouth – School for Marine Science & Technology	\$40 million
	▪ UMass Lowell - University Crossing	\$75 million
	▪ UMass Boston – Utility Relocation	\$190 million
University of Mississippi Medical Center	▪ Batson Children’s Hospital Expansion	\$132 million
University of Pennsylvania	▪ Franklin Field Concrete Restoration	\$15 million
	▪ Evans School of Dental Medicine	\$26 million
	▪ Pennovation Center	\$28 million
	▪ Neuro Behavioral Sciences Building	\$51 million
	▪ Perelman Center for Political Science	\$55 million
	▪ Stemmler Hall	\$87 million
	▪ New College House West	\$134 million
University System of New Hampshire	▪ Construction Process Review	N/A
University of Vermont	▪ James M. Jeffords Hall	\$42 million

Long-Term Client Relationships

CBIZ’s goal is to develop long-term relationships with our clients as their trusted construction audit strategic partners. CBIZ has maintained long-term construction audit relationships with the following educational institutions:

- **Massachusetts Institute of Technology (MIT):** 15+ years
- **Tufts University:** 15+ years
- **Cornell University:** 10+ years
- **Texas Tech University System:** 10+ years
- **Boston College:** 10+ years
- **Northeastern University:** 10+ years
- **University of Pennsylvania:** 7+ years

Recent Construction Project Audits

Below is a representative sample of some recent construction audits performed regarding the projects for the respective owners. A complete list of all projects is available upon request.



Texas Tech University System | Experimental Sciences Building II

- Project Location: Lubbock, TX
- Project Cost: Approximately \$77 Million (construction only)
- Audit Dates: November 2016 – Present
- Brief Description: 117,000 square foot building including an animal vivarium, four general wet labs, three instrumentation labs and two synthetic labs, in addition to offices, collaborative spaces and three conference rooms.
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a complete audit of all construction costs, change orders, and related costs.



Massachusetts Institute of Technology (MIT) | Nanotechnology Building

- Project Location: Cambridge, MA
- Project Cost: Approximately \$285 Million (construction only)
- Project Duration: Approximately 3 years
- Brief Description: New 200,000 square foot nanoscience and nanotechnology research facility to support the activities of 2,000 MIT researchers.
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a review of labor and equipment rates.



University of Maryland College Park | New Residence Hall & Dining Facility

- Project Location: College Park, MD
- Project Cost: Approximately \$130 Million (construction only)
- Project Duration: Approximately 3 years (construction only)
- Brief Description: Construction of 2 new residence halls that will house 902 first and second year students as well as a 1,000 seat dining hall.
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a complete audit of all construction costs, change orders, and related costs.



PRINCETON
UNIVERSITY

Princeton University | Lake Carnegie Flyover Pedestrian Bridge

- Project Location: Princeton, NJ
- Project Cost: Approximately \$60 Million (construction only)
- Project Duration: Approximately 2 years (construction only)
- Brief Description: Construction of a pedestrian bridge over Lake Carnegie to connect Princeton's main campus to a new innovation campus.
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included an audit of the construction manager's proposed project budget.


University of Houston System | Sugar Land Academic Facility

- Project Location: Sugar Land, TX
- Project Cost: Approximately \$44 Million (construction only)
- Project Duration: Approximately 2 years (construction only)
- Brief Description: 4 story, 150,000 GSF academic building on the Sugar Land Campus to house expansion programs for the Technology and Education Departments.
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a complete audit of all construction costs, change orders, and related costs.


SUNY – University at Buffalo | Athletic Field House

- Project Location: Buffalo, NY
- Project Cost: Approximately \$16 Million (construction only)
- Brief Description: New athletic field house

The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a complete audit of all change orders.



Cornell University

Cornell University | New York Tech Bloomberg Center

- Project Location: New York, NY
- Project Cost: Approximately \$130 Million (construction only)
- Project Duration: Approximately 3 years (construction only)
- Brief Description: The first academic building to be constructed at Cornell's New York Tech campus, the Bloomberg Center is part of Cornell's \$2 Billion, 2 million square foot development on Roosevelt Island in New York City.
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a review of contract budgets and a complete audit of all construction costs, change orders, and related costs.


University of Pennsylvania | Stemmler Hall

- Project Location: Philadelphia, PA
- Project Cost: Approximately \$87 Million (construction only)
- Audit Dates: August 2016 – Present
- Brief Description: Multi-phased renovation of 250,000 gross square feet including research laboratories, offices, gross anatomy lab, and library
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a review of construction budgets and a complete audit of all construction costs, change orders, and related costs.


Boston College | 2150 Commonwealth Avenue

- Project Location: Chestnut Hill, MA
- Project Cost: Approximately \$85 Million (construction only)
- Brief Description: New 245,000 square foot 490 student residence hall
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a complete audit of all construction costs, change orders, and related costs.

**Northeastern
University****Northeastern University | Integrated Science and Engineering Complex**

- Project Location: Boston, MA
- Project Cost: Approximately \$175 Million (construction only)
- Brief Description: New 234,000 square foot science building
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a complete audit of all construction costs, change orders, and related costs.

**University of Massachusetts Building Authority | University Crossing**

- Project Location: Lowell, MA
- Project Cost: Approximately \$75 Million (construction only)
- Project Duration: Approximately 2 years (construction only)
- Brief Description: New 230,000 square foot student center including student bookstore, café, and parking garage.
- This project was LEED – Silver certified
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a complete audit of all construction costs, change orders, and related costs.

**Tufts University | Science & Engineering Complex**

- Project Location: Medford, MA
- Project Cost: Approximately \$80 Million (construction only)
- Brief Description: New engineering and science building
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a review of the construction costs on the project.

**Boston University | Joan & Edgar Booth Theatre Production Center**

- Project Location: Boston, MA
- Project Cost: Approximately \$80 Million (construction only)
- Project Duration: Approximately 2 years
- Brief Description: New 75,000 square foot multi-functional facility, offering support spaces and design labs for teaching and producing student theatre. The new building features a two-level subsurface parking garage and adjoining parking lot, providing space for 286 vehicles.
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a review of labor and equipment rates.

**Dartmouth College | Dana Hall Renovations**

- Project Location: Hanover, NH
- Project Cost: Approximately \$23 Million (construction only)
- Project Duration: Approximately 2 years (construction only)
- Brief Description: Renovation of Guarini School of Graduate & Advanced Studies, as well as a graduate student lounge, faculty offices and workspaces, two classrooms, and a grab-and go café.
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a complete audit of all construction costs, change orders, and related costs.



Ohio University | Energy Conservation Measures

- Project Location: Athens, OH
- Project Cost: Approximately \$25 Million (construction only)
- Project Duration: Approximately 2 years
- Brief Description: Energy efficient improvement project to significantly reduce the operating costs and energy consumption of buildings on the Virginia Tech campus.
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a complete audit of all construction costs, change orders, and related costs.



Texas Woman's University | Science and Technology Learning Center

- Project Location: Denton, TX
- Project Cost: Approximately \$45 Million (construction only)
- Project Duration: Approximately 2 years (construction only)
- Brief Description: 4 story 80,000 sq ft new building to include research laboratories focused on biology, chemistry, biochemistry, nutrition and food science and psychology programs. There also will be conference space, faculty offices, graduate student work spaces and lab support.
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included an audit of the contractor's payment applications and change orders.



**University of
New Hampshire**

University System of New Hampshire | Capital Projects Process Review

- Project Location: Durham, NH
- Project Cost: N/A (construction only)
- Project Duration: 3 months (construction only)
- Brief Description: Review of Capital Projects department processes and internal controls.
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a complete audit of all construction costs, change orders, and related costs.



University of Mississippi Medical Center | Batson Children's Hospital Expansion

- Project Location: Jackson, MS
- Project Cost: Approximately \$132 Million (construction only)
- Audit Dates: January 2018 – Present
- Brief Description: New 340,000 sq ft ambulatory/outpatient clinic and 200,000 sq ft parking garage expansion.
- The specific scope of services performed is confidential and we cannot release the information without the client's consent. However, in general, the scope of services included a complete audit of all contractor billings for the project.

2 – EMPLOYEE QUALIFICATIONS

Dedicated Construction Audit Team

CBIZ's team of experts is dedicated to construction audits and is not impacted by other practice segments. We take this practice seriously and our long-term investment in the establishment of policies, procedures, and training results in Cumulative Intellectual Capital that will benefit Virginia Tech. We have a thorough understanding and overall knowledge of the construction industry and construction project processes. Our construction audit expertise is widely recognized throughout the construction community, and we have performed these services for clients' projects that have involved some of the largest contractors and construction managers in the United States. CBIZ has developed extensive internal databases of national construction cost data that we use which will directly benefit Virginia Tech.

CBIZ will bring added value to Virginia Tech, as we have for all of our clients, by virtue of the significant level of expertise and experience that our professionals have in performing construction cost reviews to determine whether the project expenditures are in compliance with the respective contracts. We have performed construction audits and related consulting services from pre-construction to final project closeout. We have been retained by clients to assist them with re-writing their construction contracts, reducing exposure to "hidden profits" and avoiding disputes over project costs.

CBIZ Availability

CBIZ Risk & Advisory Services is currently auditing in excess of \$4 Billion of total construction costs for clients in the higher education industry. CBIZ is currently auditing construction projects with total contract values ranging from \$2 Million - \$1 Billion.

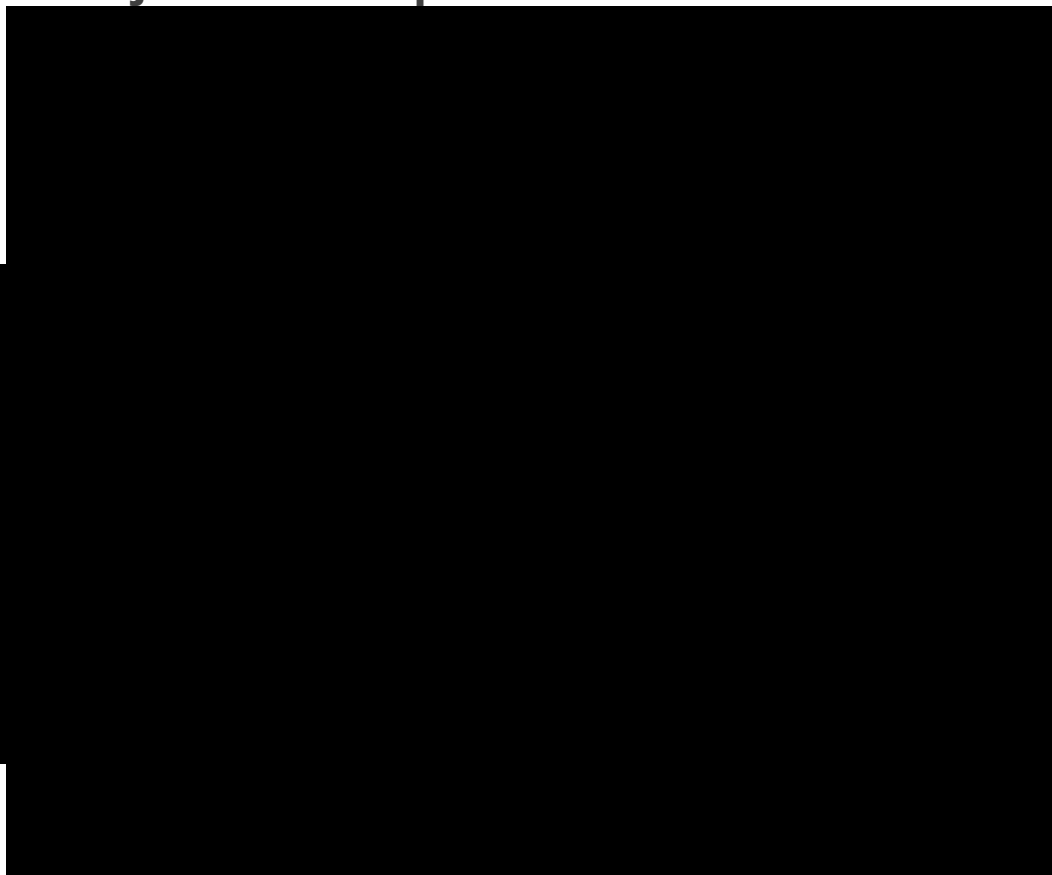
CBIZ currently has the resources and expertise available to begin any engagement for Virginia Tech immediately. CBIZ understands that being a valued strategic partner to clients means always being available and providing deliverables timely and within budget. CBIZ's goal is to develop long-term relationships with our valued clients by providing outstanding client service.

Proposed Engagement Team Resumes



MARK MCCARTHY
Managing Director

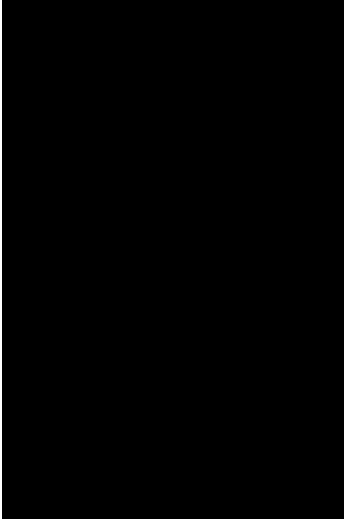
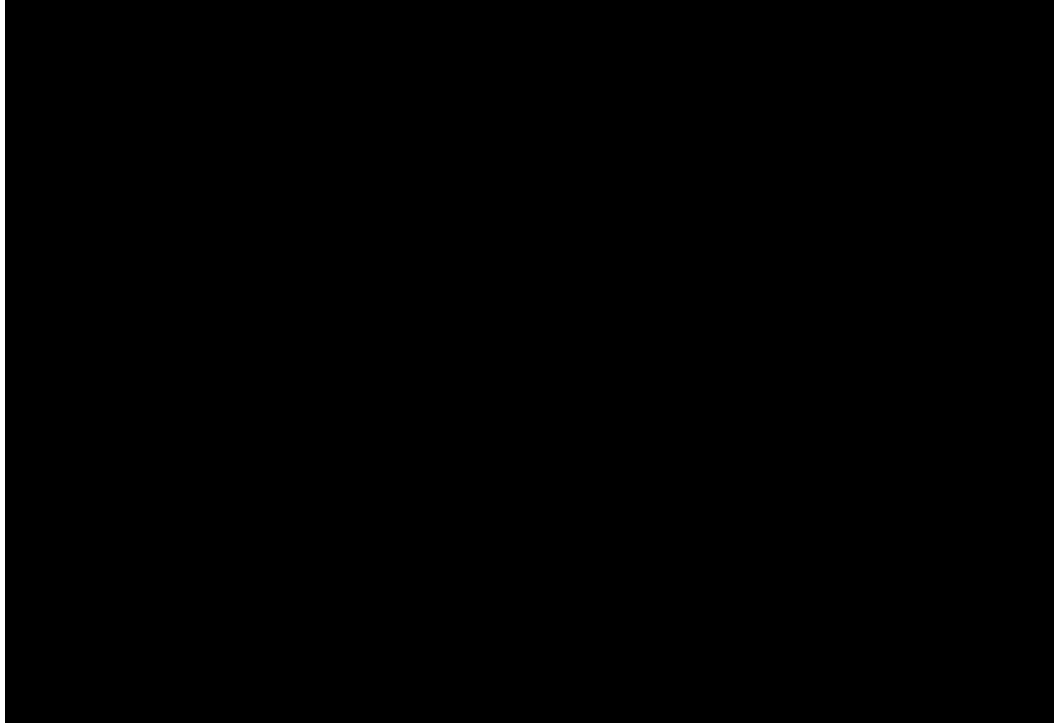
Subject Matter Expert





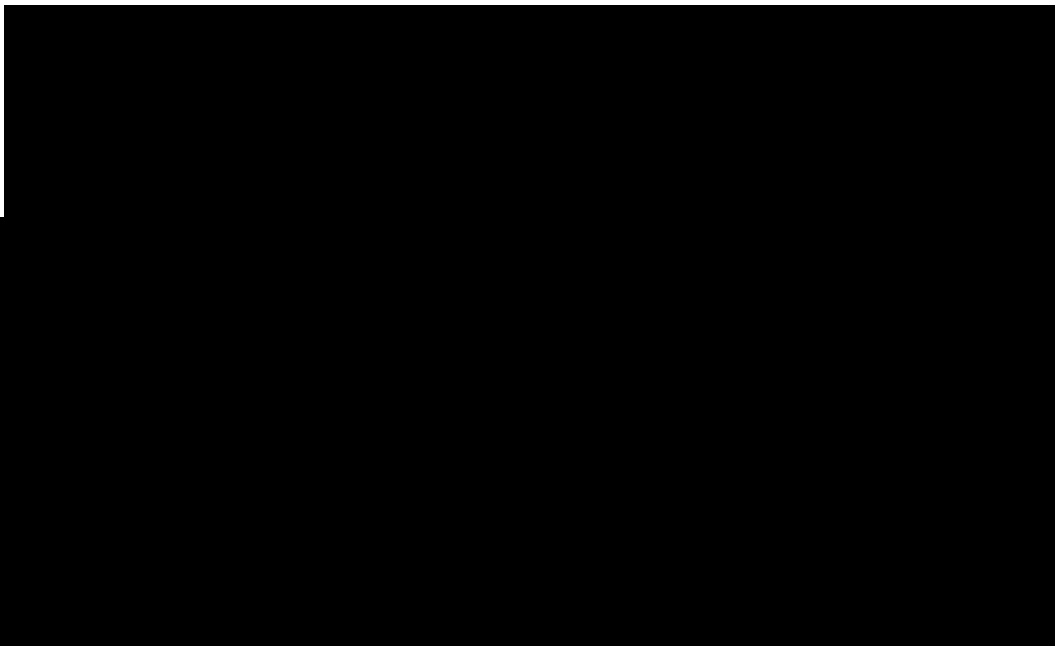
SUSAN-RAY EVERETT
Manager

Engagement Manager



JOSEPH TORTI
Senior Associate

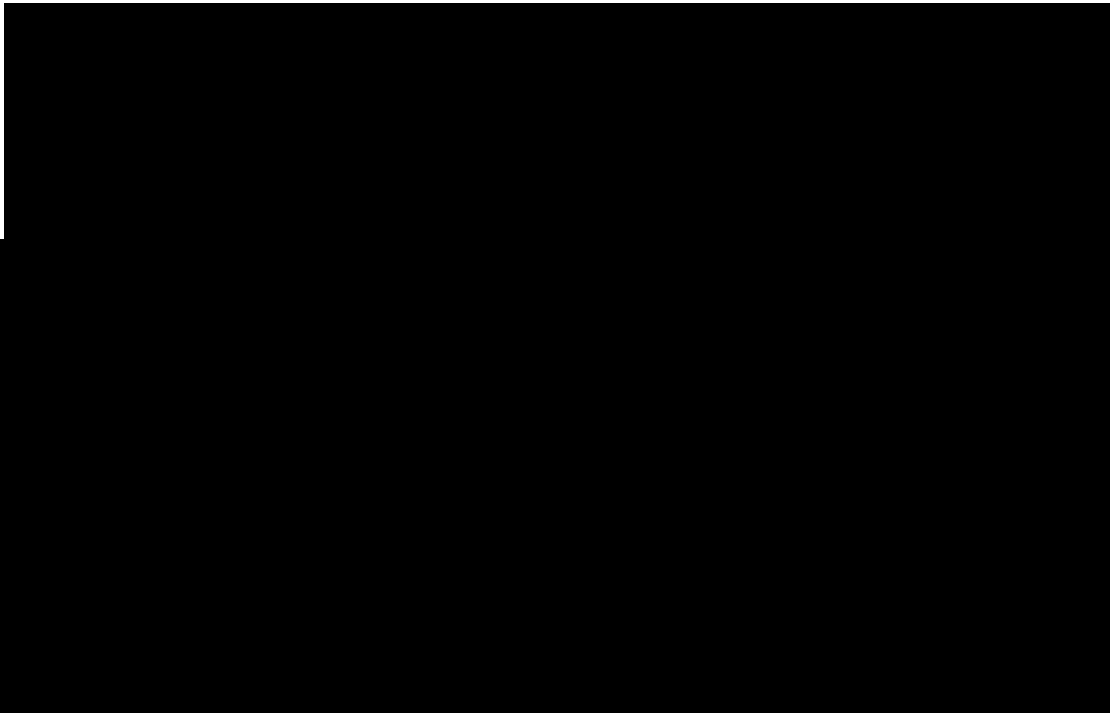
Technical Reviewer





DIANE MORRISON
Senior Associate

Technical Reviewer



3 – ABILITY TO PROVIDE CONSTRUCTION COST AUDITS IN A TIMELY MANNER

Engagement Timeline and Deliverables

We will work with Virginia Tech to develop, document and publish a detailed project outline. This allows us to commit to a schedule and plan for the project to run in an orderly fashion. This structure enhances communication and fosters clarity among the parties. The key to meeting the engagement deadlines is ongoing and clear communication regarding the audit process. We have sufficient staffing to provide Virginia Tech with the quality of services that are required, and we will provide these services in a timely manner.

We will collaborate regularly with Virginia Tech representatives to establish realistic timetables and ensure that each engagement is on track. The majority, if not all, of the project audit documentation can be provided electronically through the use of CBIZ's secure file transfer portal. Through the implementation of the CBIZ secure file transfer portal, we can assure the safe and secure transmittal of data in the most cost efficient manner, while providing access to designated stakeholders.

Perhaps most importantly, we recognize that clear, concise and timely communication is an essential element for a successful engagement and will benefit all project stakeholders, and limit unwanted surprises. We keep all project stakeholders apprised of the status of the audit and any issues that may arise. We recognize the importance of the relationships that Virginia Tech has established with its contractors, construction managers, subcontractors and other team members, and we do not allow the audit process to jeopardize those relationships. We conduct the audit process in a non-adversarial manner, while maintaining the highest level of professionalism with all appropriate parties. In performing the respective scope of services required for each audit, we will provide Virginia Tech with factual information, in a timely manner, so that it can make informed business decisions, as necessary.

CBIZ's goal is to perform its construction audits within 60 days of commencing an engagement, provided that CBIZ obtains the necessary audit documentation in a timely fashion from project stakeholders.

4 – APPROACH

CBIZ Overall Approach

CBIZ's approach to construction auditing is based upon the following principles:

- Design and implement a long-term **comprehensive construction audit program**, which reduces an Owner's risk to overpaying for construction costs
- Review project billings to ensure **contract compliance**
- **Proactively review construction billing rates** (insurance, P&P Bond, labor, equipment, etc.) at the beginning of the project in order to reduce the potential for disagreements at the conclusion of the project
- Provide **client deliverables** and accurate information to the project Owner in a **timely** manner and **within budget**
- Work as part of the **overall construction project team**, understanding that the Owner has relationships with its contractors, architects, and other project stakeholders

Specific Engagement Approach

In meeting the goals outlined in the Scope of Work to provide construction auditing services to Virginia Tech, CBIZ will utilize strategies and knowledge from our extensive experience in performing similar engagements for clients. We will also utilize our familiarity with operating procedures of construction contractors and owners of construction projects.

CBIZ takes a proactive approach to construction auditing by implementing a 3 phase construction audit approach to each construction project: 1 – preconstruction audit, 2 – interim audit, and 3 – project closeout audit. The intent of this approach is to create transparency and clarity surrounding construction project cost areas. By implementing a pro-active construction audit program with our clients, potential project cost issues are identified and addressed upfront, rather than waiting until the end of a project, when potential disagreements and issues related to project cost can be significant.

1. Preconstruction Audit Phase

- Review of Contract – Recommend clear and concise contract language regarding high risk construction cost areas so that all parties are fully aware of how project costs will be reimbursed.
- Review of Budgets – Review construction manager budgets in order to determine conformance with the contract agreement.
- Review of Construction Manager and Subcontractor Labor & Equipment Rates – Perform upfront review of construction manager and subcontractor labor and equipment rates so that all parties are aware of approved billing rates to be used on the project.
- Review of Insurance and Allocation Items – Perform an upfront review of the construction manager's proposed insurance rates and any rates to be billed based upon an allocation (IT, cell phones, vehicles, etc.).

2. Interim Audit Phase (Project 30 – 50% Complete)

- Review of Approved Billing Rates – Review project billings in order to ensure that the approved rates established during the preconstruction audit phase (labor rates, equipment rates, insurance rates, etc.) are being properly applied.
- Risk Based Sampling – Review invoices billed to the project on a sample basis in order to determine compliance with provisions of contract agreement.
- Review of Change Orders – Review pricing in order to determine compliance with contract agreement.

3. Closeout Audit Phase (Project 90 – 100% Complete)

- Risk Based Sampling – Review invoices billed to the project on a sample basis in order to determine compliance with provisions of contract agreement.
- Review of Change Orders – Review pricing in order to determine compliance with contract agreement.
- Allowances and Contingency – Reconcile all allowances and contingency line items.
- Shared Savings – Reconcile total project costs and calculate shared savings, if applicable.

Engagement Program and Analysis

The following is a proposed audit program. We will prepare a comprehensive audit program specific to each project upon award and in consultation with Virginia Tech representatives.

Initial Review

- **Initial kick-off meeting** with Virginia Tech and appropriate parties (project manager, architects, construction manager). We will prepare an agenda for this meeting and maintain and publish minutes. The primary objective of this meeting will be to review and confirm the Scope of Work, and establish working relationships and lines of communication with those we will be interacting with during the engagement. We will also utilize this opportunity to meet with the appropriate Virginia Tech representatives to identify any areas of significant potential risk. Prior to the kick-off meeting we plan to obtain and review the pertinent project documents and related information.
- **Review contract terms/provisions.**
- Review **project budgets** including general conditions, allowances and contingency to determine basis for budget amounts.
- **Establish process** with appropriate parties to facilitate analysis of project costs, expenditures and related records. We will obtain as much of the required information as possible from all parties in electronic format to perform our analysis. We provide secure web portals to efficiently manage all electronic data.

Analysis of Costs and Processes

- **Meet with appropriate project stakeholders** (project manager, architects, construction manager) and review the adequacy of their cost reporting system for the work and map how transactions relative to the Project are processed. Our chief objective during these initial meetings will be to familiarize ourselves with the parties' processes, cost data, available source documentation and related supporting information.
- Obtain cumulative **Job Cost Reports**, reconcile amounts with billings, and analyze costs incurred. Identify exceptions and obtain explanation of variances.

- Obtain details of contractor/**construction manager labor rate calculations**, and determine if the amounts are in accordance with the terms of the Contract Agreements. Obtain and review documentation in support of the cost components which comprise the labor rates, input cost data into **CBIZ's proprietary electronic Labor Rate Work Sheets** for analysis.
- Obtain copies of subcontractor agreements and **subcontractors' labor rates** used by the subcontractors to determine whether the labor rates are in accordance with applicable provisions of the contract agreements and that the labor rates were properly included when pricing change order work.
- Obtain from construction manager and the subcontractors copies of their **equipment rates** to determine whether the costs are reimbursable with the provisions of the Contract Agreement.
- **Analyze costs incurred** and included in Applications for Payment for the Project and review a sample of the underlying documentation to determine whether amounts are reimbursable in accordance with the terms of the Contract Agreement. The analysis will include a sample selection from high-risk cost categories, which can be expanded based upon test results.
- **Reconcile billings with payments** made by Virginia Tech. Identify any variances and obtain explanations as necessary. Compare billings with adjusted contract values.
- Analyze contractor/construction manager's **calculation of Retainage** amounts withheld from Applications for Payment in order to verify that they have been calculated in accordance with the terms of the Contract Agreement.
- Analyze contractor/construction manager's accounting of **Insurance rates and applicable cost** (including self-insured programs) in order to verify that they have been incurred in accordance with the terms of the Contract Agreement.
- **Analyze change order requests** and determine whether pricing is reimbursable in accordance with the terms of the Contract Agreement.
- Analyze contractor/construction manager's accounting for **"Allowance" and "Contingency"** items and verify that they have been incurred in accordance with the terms of the Contract Agreement.

Prepare Audit Report and Recommendations

- **Prepare fully supported draft audit report** including executive summary of audit findings, report narrative explaining audit findings, exhibits showing calculations of audit findings, and recommendations going forward for Virginia Tech's consideration.
- Thoroughly **vet all audit findings** and recommendations with appropriate project stakeholders to ensure accuracy and completeness of final report.
- **Prepare final audit report.**
- **Assist with the recovery**, as requested by Virginia Tech, of any overstated/unallowable costs identified by the audit findings.
- Assist with the implementation of any **recommendations or process improvements going forward**, as requested by Virginia Tech, as identified by the audit findings.

CBIZ will meet with Virginia Tech stakeholders and other project team members and provide status reports on a regular scheduled basis. CBIZ will also keep all appropriate parties apprised of issues that may arise throughout the audit so that timely action, if required, can be implemented.

CBIZ Training and Client Co-sourcing

CBIZ has extensive experience in client co-sourcing arrangements and training clients in construction audit techniques and procedures. As a strategic construction audit partner, CBIZ has developed both formal as well as informal construction audit training programs for many of our clients. Through the use of these CBIZ training programs as well as working with client staff throughout the audit process, CBIZ helps clients develop internal construction auditing skill sets and resources.

5 - REFERENCES

Client References

Texas Tech University System | [REDACTED]

[REDACTED]

Massachusetts Institute of Technology (MIT) | [REDACTED]

[REDACTED]

University of Pennsylvania | [REDACTED]

[REDACTED]

Cornell University | [REDACTED]

[REDACTED]

Boston College | [REDACTED]

[REDACTED]

Northeastern University | [REDACTED]

[REDACTED]

Tufts University | [REDACTED]

[REDACTED]

Princeton University | [REDACTED]

[REDACTED]

6 – PARTICIPATION IN SWaM BUSINESS

SWaM Subcontractor



CBIZ is not a SWaM certified firm. If requested, CBIZ has a subcontract partnership with Construction Management Partners (<http://cmpstlouis.com>), a minority-owned construction audit firm, to achieve any SWaM goal requirements requested by Virginia Tech. CMP is not currently certified by the Virginia SBSB, but will initiate the certification process upon award.

CMP employee resumes have also been included within the Appendix.

APPENDIX

CBIZ General Information Form

CMP Employee Resumes

CBIZ Value-Add Higher Education Services

CBIZ has a number of other subject matter experts outside of construction audit who specialize in the higher ed industry. Those service lines are indicated below:

- Cybersecurity
- Employee Benefit Plan Audits
- Employee Compensation Studies
- Endowment Consulting
- Executive Search
- Data Analytics & Cost Recovery
- Financial Statement Audits
- IT Audit
- Property & Casualty Insurance
- Retirement Plan Advisory
- State and Local Tax Preparation
- Property Insurance Valuations

RFP 0062166
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 April 2, 2021 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

PROPOSAL SUBMISSION:

Bids or Proposals may NOT be hand deliver to the Procurement Office.

Due to the COVID-19 Emergency Declaration, Virginia Tech will be accepting electronic submission of proposals. All submissions should be submitted to procurement@vt.edu with the RFP number, due date, and time in the subject line of the email.

Virginia Tech will not confirm receipt of proposals. It is the responsibility of the proposers to make sure their proposal is delivered on time. Delivery Confirmation functionality is recommended from the proposer's email system.

Attachments must not exceed 25MB to avoid delivery issues thru email servers.

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/> .

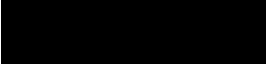
Large

_____ **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) CBIZ Risk & Advisory Services, LLC		FEDERAL TAXPAYER NUMBER (ID#) 	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name) CBIZ		BILLING NAME (Company name as it appears on your invoice) CBIZ Risk & Advisory Services, LLC	
PURCHASE ORDER ADDRESS 500 Boylston Street, 4th Floor Boston, MA 02116		PAYMENT ADDRESS PO Box 632931 Cincinnati, OH 45263-2931	
CONTACT NAME/TITLE (PRINT) Mark McCarthy			E-MAIL ADDRESS mmccarthy@cbiz.com
TELEPHONE NUMBER 617-761-0627	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS	617-761-0601

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 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

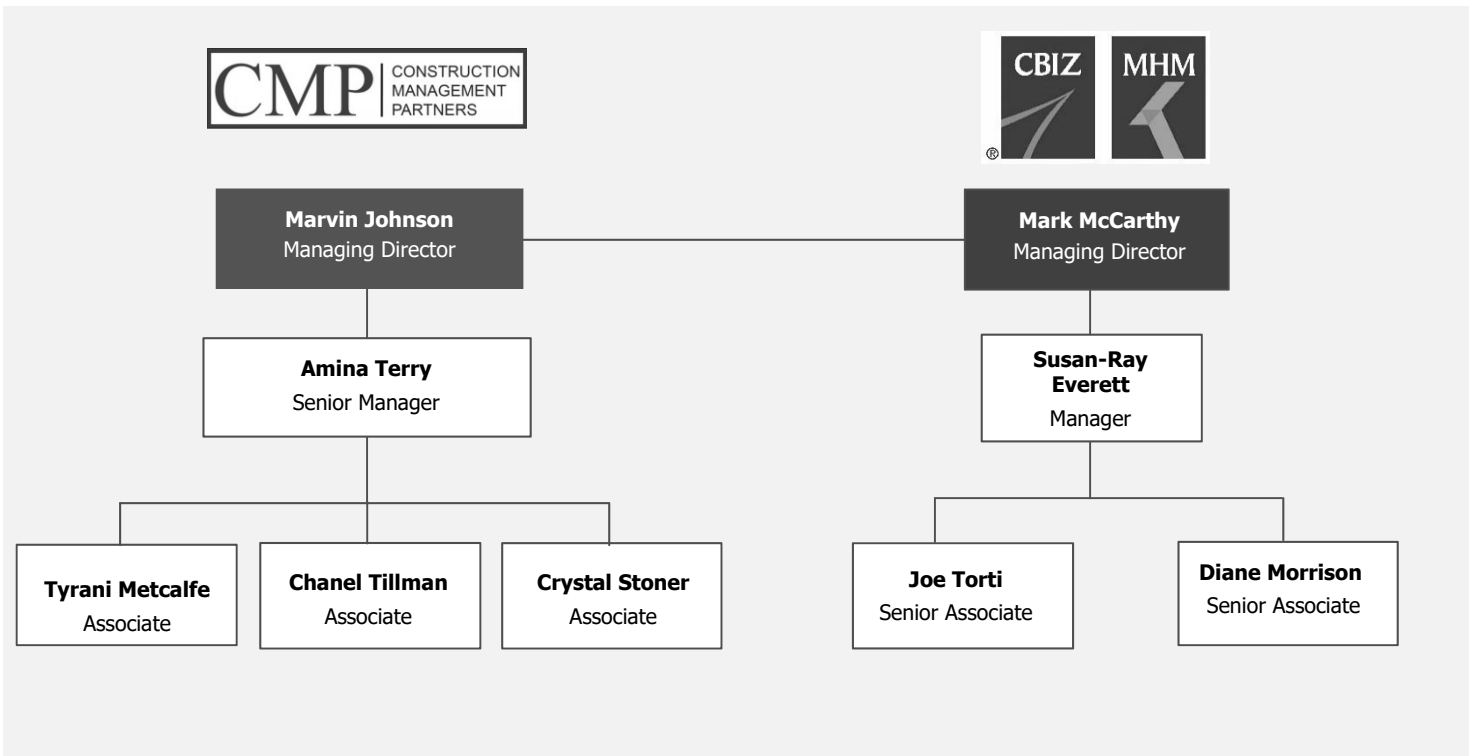
YES _____ NO

SIGNATURE Mark McCarthy Date: 4/19/21

08/01/2020

Construction Management Partners

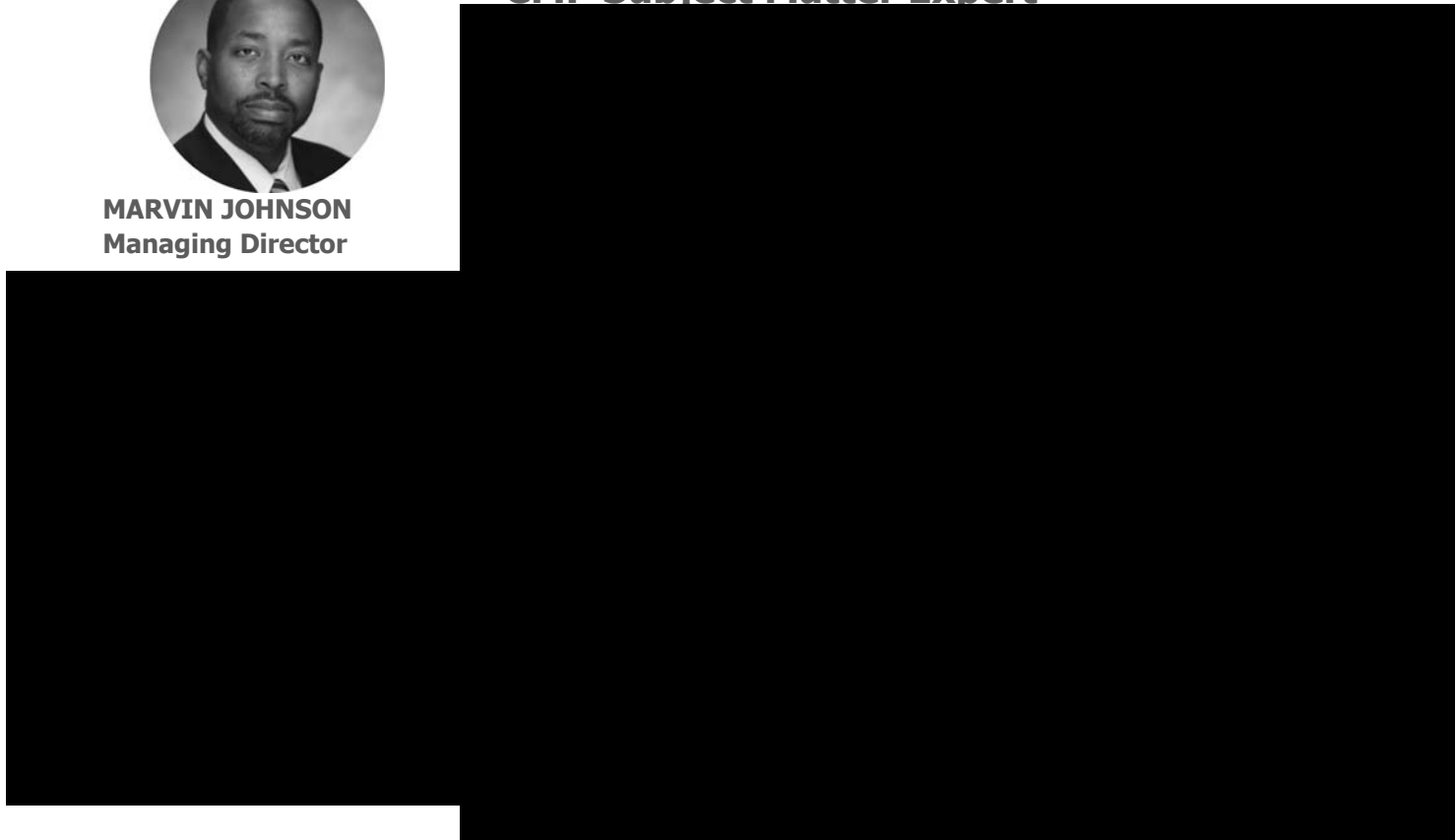
CBIZ partners with Construction Management Partners, a Minority-Owned construction audit firm located in St. Louis, to achieve any required diversity goals for engagements. Both CBIZ and CMP have qualified construction audit professionals who help provide the best service and value to our clients, while promoting diversity and inclusion. An organizational chart and CMP resumes are included below for Virginia Tech's reference.



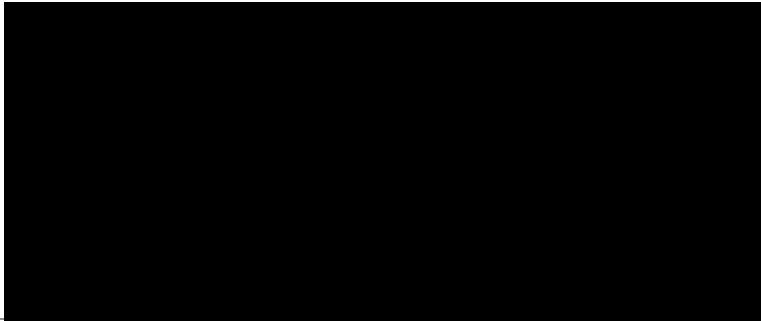
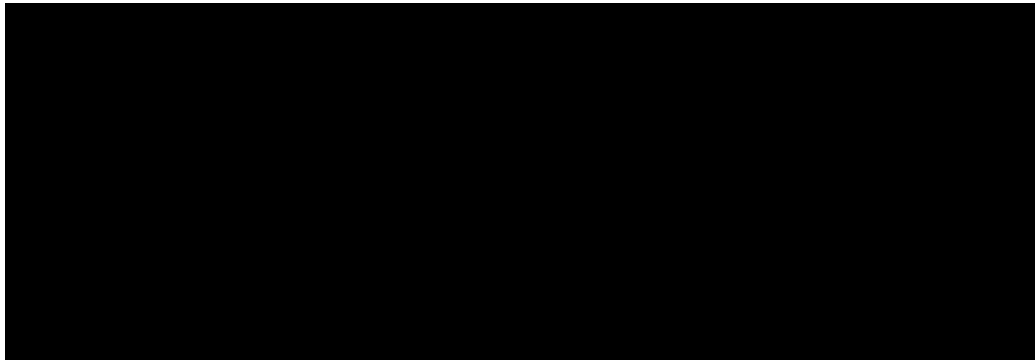


MARVIN JOHNSON
Managing Director

CMP Subject Matter Expert



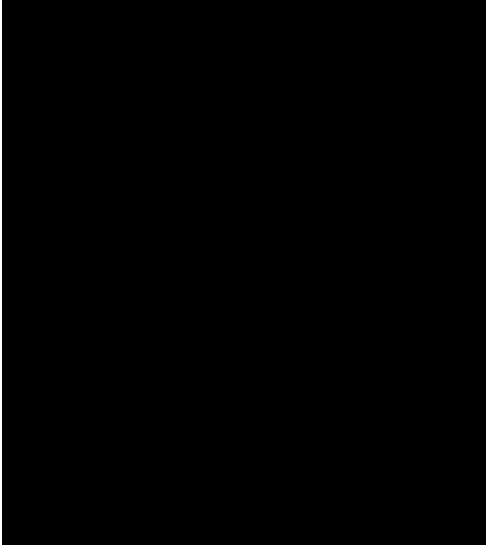
Marvin Johnson References:





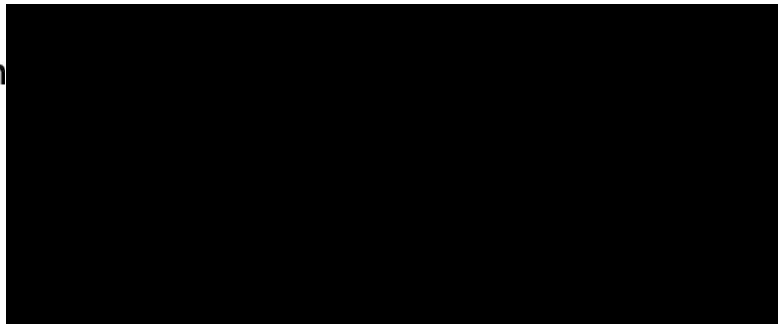
AMINA TERRY
Senior Manager

CMP Engagement Manger



Amina Terry References:

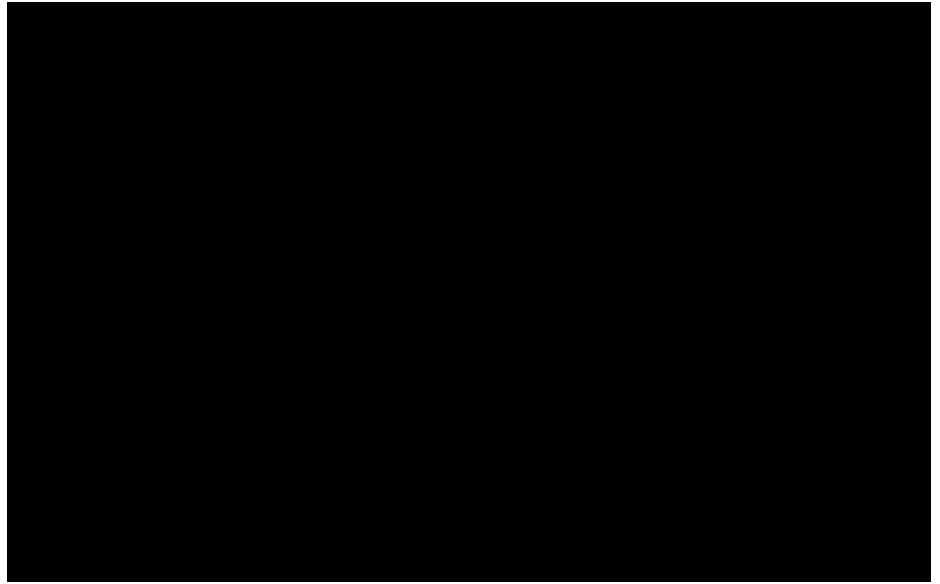
 Grady Health System





TYRANI METCALFE
Associate

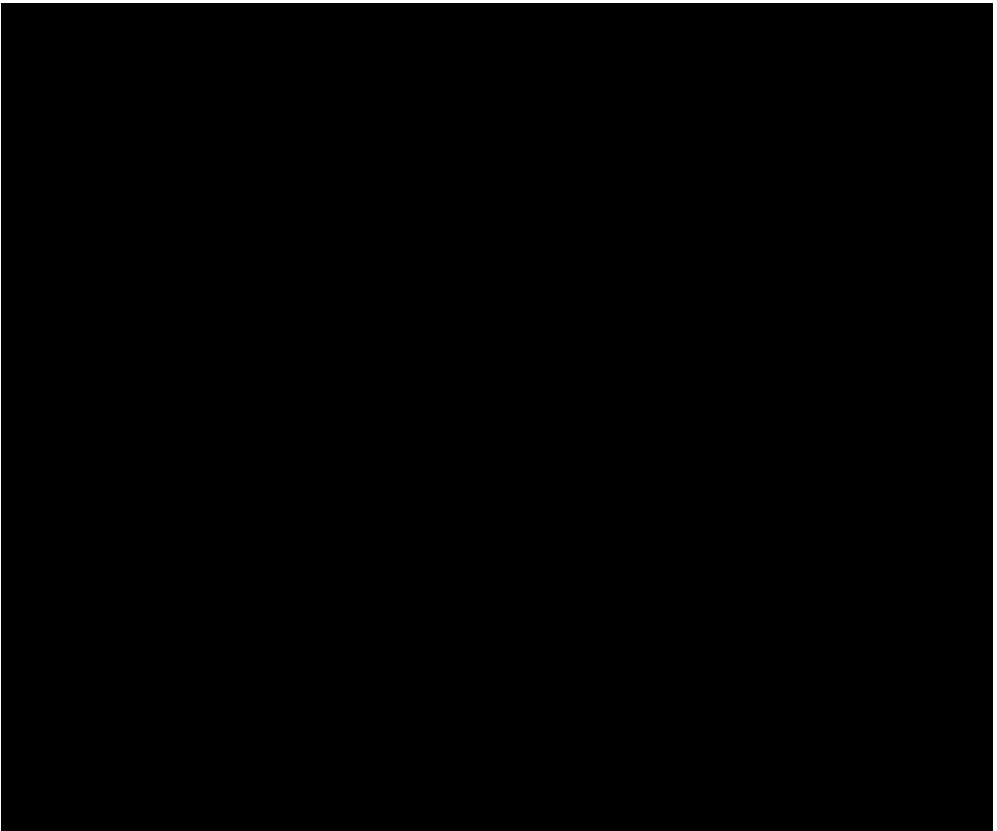
CMP Technical Reviewer



Tyrani MetCalfe References:

BJC HealthCare

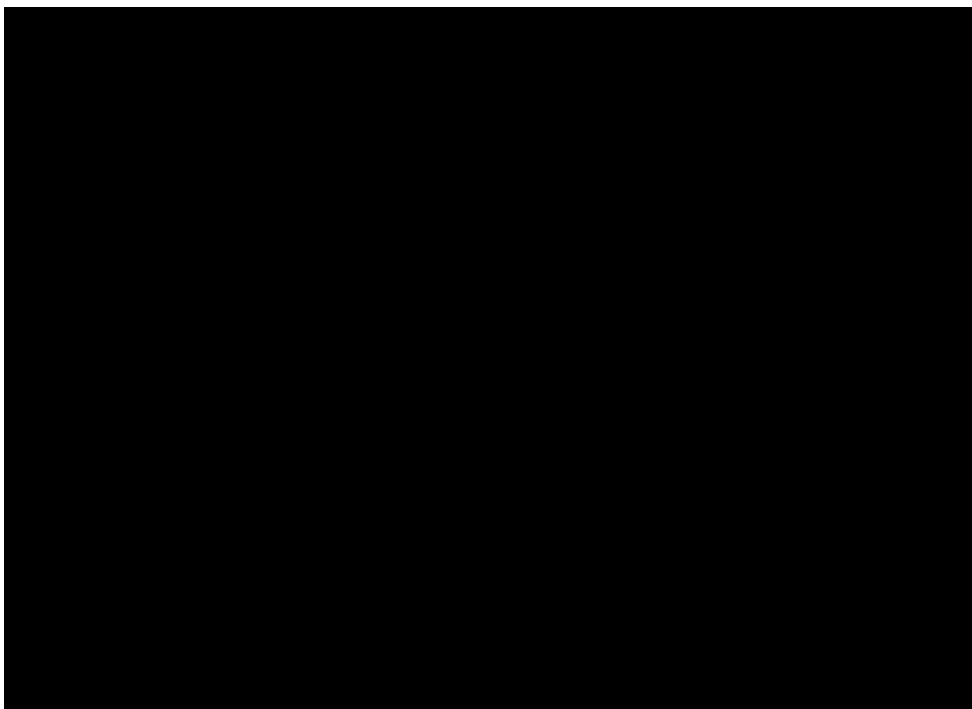
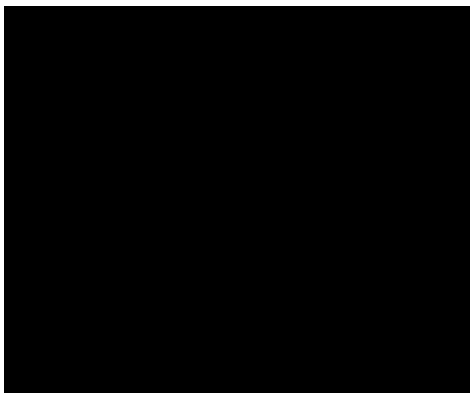
+ Grady Health System





CHANEL TILLMAN
Associate

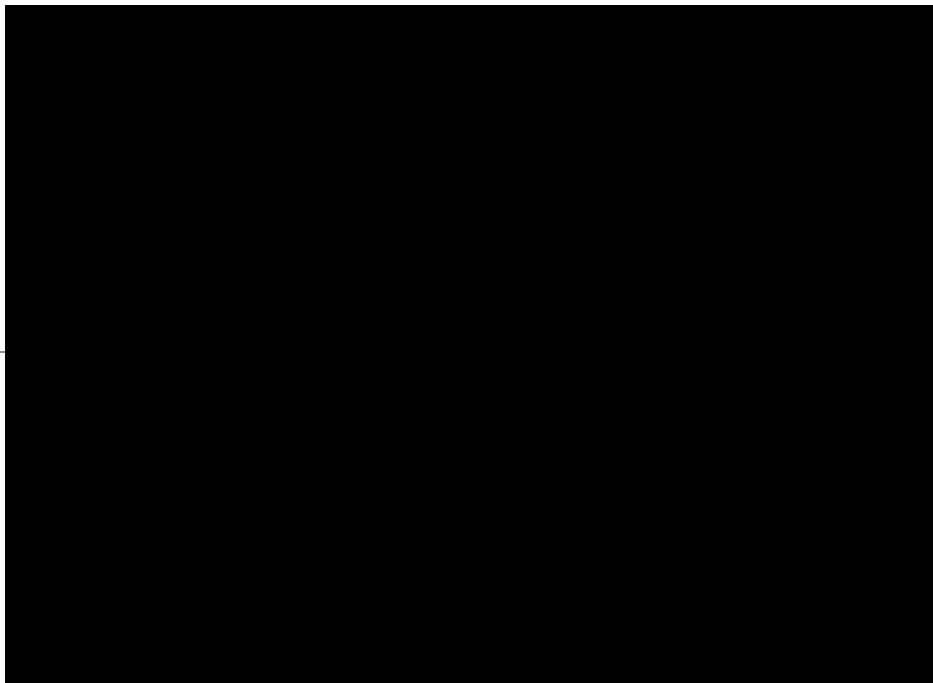
CMP Technical Reviewer



Chanel Tillman References:

BJC HealthCare

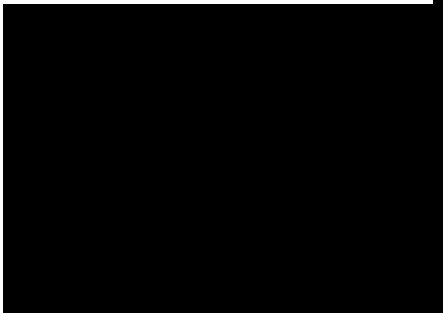
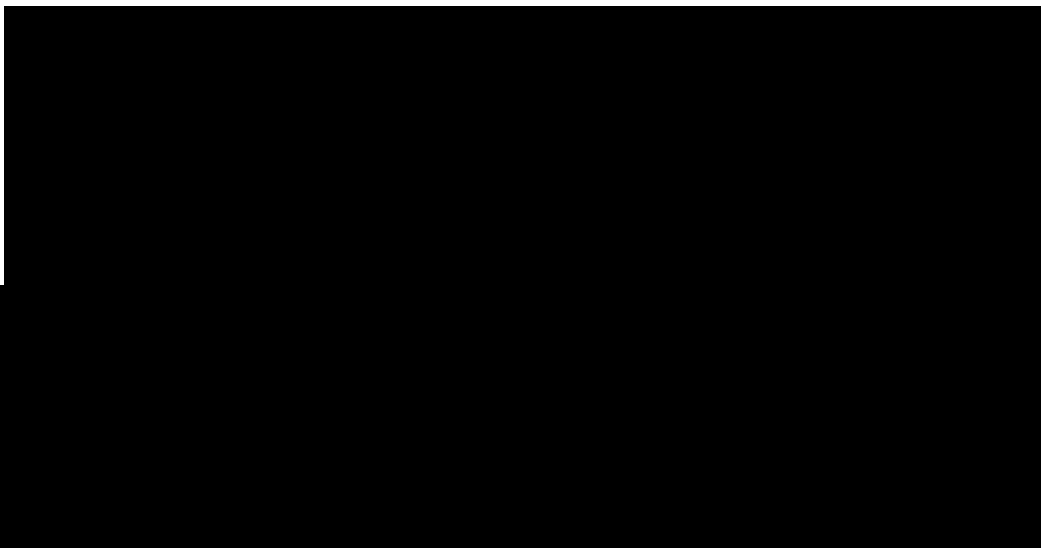
 Grady Health System





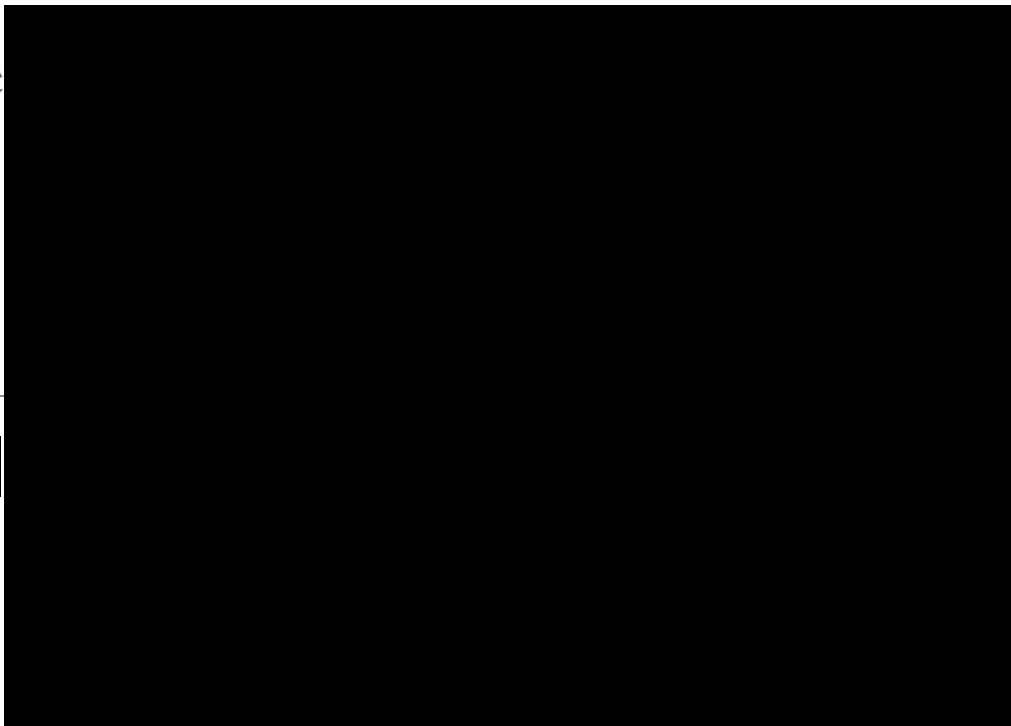
CRYSTAL STONER
Associate

CMP Technical Reviewer



Crystal Stoner References:

BJC HealthCare



 Grady Health System



Missouri Regional Certification Committee

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UNIFIED CERTIFICATION PROGRAM (UCP)

Bi-State Development | Metro

211 North Broadway, Suite 700
St. Louis Missouri 63102
314-982-1400 ext. 1352
314-335-3430 (fax)
www.metrostlouis.org/dbe

**City of Kansas City, Missouri
Human Relations
& KCI Airport**
4th Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106
816-513-1836
816-513-1805 (fax)
www.kcmo.org

**Kansas City Area
Transportation
Authority**
1350 E. 17th Street
Kansas City, Missouri 64108
816-346-0224
816-346-0336 (fax)
www.kcata.org

City of St. Louis - Lambert
P.O. Box 10212
10701 Lambert Intl Blvd.
St. Louis, Missouri 63146
314-426-8111
314-900-1305 (fax)
businessdiversity@flystl.com
www.flystl.com/bdd

**Missouri Department Of
Transportation**
1617 Missouri Blvd.
P.O. Box 270
Jefferson City, Missouri 65102
1-573-526-2978
dbes@modot.mo.gov
www.modot.mo.gov

Mid-America Regional Council
600 Broadway, Suite 300
Kansas City, MO 64105
316-474-4240
316-421-7758
www.marc.org

**East-West Gateway Council
Of Governments**
1 S. Memorial Drive, Suite
1600
St. Louis, MO 63102
314-421-4220
314-231-6120 (fax)
www.evwgateway.org

November 7, 2019

Marvin Johnson
Construction Management Partners, LLC
5585 Pershing Avenue Suite 101
Saint Louis, MO 63112

Re: DBE Certification

Dear Marvin Johnson:

The Business Diversity Development office is pleased to notify you that your firm continues to meet the requirements for certification as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26 of the Code of Federal Regulations.

Your certification will remain in effect until your next anniversary date, 11/01/2020, provided that your company continues to meet the eligibility criteria established by the Federal Regulation Title 49 CFR Part 26. Please remember, on an annual basis, you must provide an affidavit and supporting documentation affirming that there have been no changes within your company that would affect your current eligibility as a DBE.

Please note that your firm shall remain certified as a DBE until it withdraws from the DBE Program or is formally decertified by the Business Diversity Development office. It is your responsibility to notify this office in writing within 30 days of any changes and to keep your certification up-to-date. Failure to submit a no change affidavit, report any of the above changes to this office, or violation of the rules of the DBE Program may result in revocation of your certification or other possible legal actions as set forth by Title 49 Part 26 of the Code of Federal Regulations.

Your firm's name will continue to appear in the MRCC directory. The directory can also be accessed via the internet at: <https://www6.modot.mo.gov/MRCC/Home/PublicSearch>.

If you have any questions, please contact our office at businessdiversity@flystl.com or 314.426.8111.



November 7, 2019

Dear Marvin Johnson,

The Business Diversity Development office acknowledges receipt of the No Change Affidavit, Contact Update form, and Supporting Documentation for the City of St. Louis Local M/WBE Program.

Based on a review of your documentation, it has been determined that Construction Management Partners, LLC remains eligible since the documents indicate there are no apparent changes which impact its certification status. Should this information change, you must notify the Business Diversity Development office, in writing, within 30 days of the change.

Please note that you are required to file no change documentation online next year by your anniversary date of 11/15/2020. The Business Diversity Development office will send you notification approximately 90 days prior to that date. The no-change documentation must be filed online in the Business Diversity Development Certification and Compliance Management System. You can also access this online system by clicking on the Certification link from our website at <http://www.flystl.com/bdd>.

If you have any questions, please contact our office at businessdiversity@flystl.com or 314-426-8111.

ADDENDUM # 1 TO RFP # 0062166

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

DATE	NEW DUE DATE AND HOUR
March 31, 2021	April 19, 2021@ 3:00PM

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Reed Nagel Assistant Director Procurement
 E-MAIL ADDRESS: nagelr@vt.edu TELEPHONE NUMBER (540) 231-5240
 FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Construction Cost Audits

1. **Due to the COVID-19 Emergency Declaration, Virginia Tech will be accepting electronic submission of proposals. All submissions should be submitted to procurement@vt.edu with the RFP number, due date, and time in the subject line of the email.**

Virginia Tech will not confirm receipt of proposals. It is the responsibility of the proposers to make sure their proposal is delivered on time. Delivery Confirmation functionality is recommended from the proposer's email system. Official timestamp of received proposal will be based on the Virginia Tech web server date and time received.

Attachments must not exceed 25MB to avoid delivery issues thru email servers.

2. Replace Section IX. Subsection A. Selection Criteria in its entirety with the following.

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	20
2. Qualifications and experiences of Offeror in providing the goods/services	30
3. Specific plans or methodology to be used to provide the Services	30
4. Participation of Small, Women-Owned and Minority (SWaM) Business	20
	Total 100

3. Replace Section IX. Subsection B. Award in its entirety with the following.

Award (Professional Services)

Virginia Tech shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternate concepts. At the discussion stage

Virginia Tech may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, Virginia Tech shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to Virginia Tech can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at fair and reasonable price. Should Virginia Tech determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

4. A large number of inquiries were received as a result of this solicitation, the responses to these will be posted by next Friday at the latest.
5. All other terms, conditions and descriptions remain the same.
6. The due date and hour have been changed to April 19, 2021 @ 3:00PM

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


Signature

4/19/21
Date



Timothy D. Sands, President (0131)
Burruss Hall, Suite 210
800 Drillfield Drive
Blacksburg, Virginia 24061
540-231-6231
President@vt.edu

DECLARATION OF AN EMERGENCY AT VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

By virtue of my authority as President of Virginia Polytechnic Institute and State University, I verbally declared an emergency on the Virginia Tech campus on Tuesday March 3, 2020, as a result of COVID-19 outbreak that is impacting students and employees traveling abroad and has the potential to impact the University's programs in Virginia.

The health and welfare of the students and personnel and the peril to property on the campus necessitated the proclamation of the existence of an emergency.

I am also hereby declaring that Dr. Guru Ghosh, shall serve as the Vice President in charge and that Michael Mulhare shall serve as the Emergency Response Coordinator.

By:

President

Dated:

March 3rd 2020

ADDENDUM # 2 TO RFP # 0062166

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

DATE	NEW DUE DATE AND HOUR
April 7, 2021	April 19, 2021@ 3:00PM

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Reed Nagel Assistant Director Procurement
 E-MAIL ADDRESS: nagelr@vt.edu TELEPHONE NUMBER (540) 231-5240
 FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Construction Cost Audits

1. Below are the responses to inquires provides as a result of this procurement.
 1. Please provide a range of the size of projects that will be audited on this contract? Are they major capital projects, minor projects, differed maintenance projects, or a combination of all of these?
 Virginia Tech Response: Projects are greater than \$3m, some could exceed \$100m. Currently all planned are major capital projects.
 2. In the Statement of Needs, Section A, the scope refers to the auditing of "fiscal transaction processes". Please provide an example or more detail describing this scope of work?
 Virginia Tech Response: Fiscal transaction process are the methods used to process payments for goods and services. In the context of the project objectives in Section A, this would be the processes used in billings and payments, costing, and pricing of change orders.
 3. Please confirm if professional certifications or licenses are applicable for team members on this proposal? If applicable please provide a list of required or recommended certifications or licenses.
 Virginia Tech Response: Virginia Tech cannot tell you how to structure your proposal. Please provide your best team possible.
 4. Can larger firm's partner will a SWaM firm regardless of the language in the special terms and conditions around subcontracting?
 Virginia Tech Response: Yes, this special term and condition refers to subcontract after contract execution.
 5. RFP Section VII B. "Each execution of the contract will be individually negotiated, but in general each project includes the following minimum expectations." **With the understanding that there are individual projects, what is the range in construction spend that Virginia Tech anticipates will be audited?**
 Virginia Tech Response: The five-year capital program is currently estimated to be in excess of \$1 billion.
 6. Will Virginia Tech require the screening of the backgrounds of contractors that perform work on construction projects?
 Virginia Tech Response: Virginia Tech places the responsibility for background screening on the contractors.
 7. When does Virginia Tech anticipate starting contract compliance audits?
 Virginia Tech Response: This is an as needed term contract. Engagements with the awarded firm(s) can take place at any time over the life of the contract and no amount of business is guaranteed.

8. Will audits be desk based (remote) or will fieldwork be required?

Virginia Tech Response: The contractor can determine the best method to achieve the contract terms.

9. Does VT have a percentage goal for work to be subcontracted to a SWaM?

Virginia Tech Response: There is no subcontracting goal; however, the more subcontracting provided the greater the amount of points awarded in that category.

10. Does OARC have an estimated period of performance for a typical project under this contract?

Virginia Tech Response: An estimate does not exist.

11. If possible, would OARC please provide the names of any entities currently performing construction services that may be covered under this contract, to enable offerors to perform a conflict check and ensure their independence to perform this project?

Virginia Tech Response: Will be addressed as part of the awards under the term contract.

12. Would OARC please clarify whether the contractor will be required to perform these reviews under a specific set of professional standards? If so, would OARC please identify those standards?

Virginia Tech Response: No professional standard is required.

13. Would OARC please clarify whether it has a specific report template that the contractor should use when reporting its findings? If so, would OARC please provide a sample template?

Virginia Tech Response: A specific reporting template does not exist.

14. Specific plans or methodology to be used to provide the Services” as one of the evaluation criteria. However, Section VIII. Proposal Preparation and Submission (p. 7), does not appear to include a methodology section among the specific proposal requirements. Would Virginia Tech please (a) confirm whether offerors should include a technical methodology section in their proposals, and (b) if so, clarify which section offerors should include the methodology in?

Virginia Tech Response: Plans and methodology to complete an audit should be part of your proposal.

15. Can you provide a list of projects in the Capital plan along with estimated construction cost totals?

Virginia Tech Response: The most recent capital outlay plan can be found here: <https://caf.m.vt.edu/capital-assets/capital-outlay-projects.html>

16. What is the approximate annual audit budget?

Virginia Tech Response: Virginia Tech does not give out budget information.

17. Does Virginia Tech expect to audit project at a point in time? Using information to date? Using information for a selected period? Or ongoing throughout the total project?

Virginia Tech Response: As noted in Section VII A., the audit projects will typically be performed in two or more phases (preconstruction, construction in progress, contract close out). Each of these reviews will be at the point in time of information available to date.

18. Is firm experience with the Commonwealth’s Construction & Professional Services Manual required?

Virginia Tech Response: Experience is not required.

19. What point value is deducted for lack of Commonwealth of Virginia construction audit experience?

Virginia Tech Response: Points are scored on a subjective basis.

20. Will the vendor be expected to provide updates/presentations to the Board of Visitors or would OARC handle those items?

Virginia Tech Response: OARC will handle presentations to the Board of Visitors.

21. What tools and/or software does Virginia Tech currently use as it relates to construction management as well as tracking and receiving contractor pay applications and tracking the construction schedule?

Virginia Tech Response: GCPAY, AIM Hokie Serv, Google Drive, and Laserfiche

22. Will the awarded auditor be provided access to the construction department's project management and financial systems?

Virginia Tech Response: No the auditor will not be provided access.

23. Is there a vendor currently performing this type work for Virginia Tech? If so, how many years have they been providing these services?

Virginia Tech Response: Services are currently being provided by Commercial Cost Control Inc. and Fort Hill Associates. These contracts have been in place since 2013.

24. The RFP states that the construction audit will be performed in two or more phases, Preconstruction, construction in progress, and Contract Close Out. Within the construction in progress phase, would this be a specific point in time or the duration of the entire construction phase (e.g., continuous monitoring effort)?

Virginia Tech Response: Services are envisioned as a point in time review.

25. Is there an external Construction Manager or Project Management Office that will oversee all construction projects?

Virginia Tech Response: Virginia Tech maintains its own staff of Project Managers.

26. Are any of the construction projects anticipated to be Design-Build or are they all specified as Design-Bid-Build?

Virginia Tech Response: Virginia Tech utilizes all of the 3 types of construction methods (Design-Bid-Build, Design-Build, and CM at Risk)

27. Does OARC or CPIF typically assist with engagements?

Virginia Tech Response: No. Audits are performed independently by the firms. CPIF and OARC provides independent oversight.

28. What is the size of the staff / department that performs these audits?

Virginia Tech Response: Virginia Tech cannot provide this information.

29. Will the Contractor have direct access to documents via a shared drive, software system? If so, how will the consultant gain access to these systems?

Virginia Tech Response: Project Manager's will share via a shared drive.

30. Who are the holders of the trade contracts? IE, will trade contracts be held by VT, or by a CM/GC?

Virginia Tech Response: Trades contracts are held by the CM/GC.

31. Is there a page limit for the proposal?

Virginia Tech Response: There is no page limit; however, firms are encouraged to keep all proposals to a reasonable page length.

32. Is Virginia Tech requesting a biography or resume of all persons included on the proposal or just key personnel (management)?

Virginia Tech Response: Virginia Tech cannot tell you how to structure your proposal.

33. With respect to VT's risk management policies on construction contracts, does VT utilize an Owner Controlled Insurance Program (OCIP), a Contractor Controlled Insurance Program (CCIP) or ask that all tiers of contractors provide their own insurance policies?

Virginia Tech Response: Contractor Controlled.

34. Would Virginia Tech be agreeable to a limitation of liability provision that limits Supplier's liability to three times the fees for any engagement under the contract?

Virginia Tech Response: This can be addressed during negotiations.

35. Will Virginia Tech consider modifications to Attachment A: Terms and Conditions, including the RFP General Terms and Conditions? Such modifications would be industry standard and typical for the type of services contemplated, and would be included as exceptions within our proposal, including, but not limited to, indemnification obligations limited to third party claims, inclusion of a limitation of liability for claims between the parties, modifications regarding insurance applicable to the services contemplated, etc.

Virginia Tech Response: This can be addressed during negotiations.

36. How many projects does Virginia Tech anticipate awarding to each vendor selected?

Virginia Tech Response: There is no guaranteed amount of business under any potential awards.

37. Attachment A.A – Is it ok for vendors to provide a list of other value-add service offerings outside of construction audit within their proposals?

Virginia Tech Response: Yes; however, please be aware of the main focus of the solicitation.

2. All other terms, conditions and descriptions remain the same.
3. The due date and hour remain April 19, 2021 @ 3:00PM

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


Signature

4/19/21
Date

1. As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal. **No**
2. Are there any additional financial or value-added incentives you would like to offer at this time? **No. Our proposed blended hourly rate is \$130/hr.**
3. Does CBIZ Risk Advisory Services agree to provide monthly invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?
Yes
4. Does CBIZ Risk Advisory Services agree that any travel will be reimbursed at cost and tied to the GSA per diem rates? **Yes**
5. Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity? **Yes**
6. Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees? **Yes**
7. End of Contract Service Transition Expectations: If or when a transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperate fully in a successful transition of services. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process. **No requirements in preparing a transition of services. CBIZ is willing to establish a transition plan.**
8. Do you agree that the initial contract period shall be three years? **Yes**
9. Upon completion of the initial contract period, does CBIZ Risk Advisory Services agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for three (3) two year periods, under the terms of the current contract?
Yes
10. If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, Services category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less? **Yes**
11. If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal period? **Yes**

12. Will CBIZ Risk Advisory Services agree to participate in the Wells One AP Control Payment System? **Yes**
13. Please identify the highest-level executive in your organization that is aware of this solicitation. Describe that person's commitment to assuring the highest quality service to Virginia Tech if your organization is awarded a contract. **Brian Gregory (Senior Managing Director). Brian Gregory is committed to assuring the highest quality service to Virginia Tech.**
14. Please describe your quickest turn-around time if emergency services are needed. **1-2 days**
15. How soon after contract award can you begin providing services? **Immediately**
16. Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP? **CBIZ is willing to participate in the eVA internal procurement solution.**
17. Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company? **Yes**
18. Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 0062166 shall govern the contract if a contract is awarded to your company? **Yes**