

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTP-1657-2022

This contract entered into this 13th day of August 2021 by Fort Hill Associates, LLC 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:

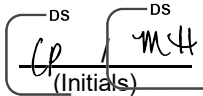
SCOPE OF CONTRACT: The Contractor shall provide Construction Cost Audit Services to Virginia Tech as set forth in the Contract Documents.

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

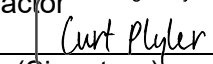
COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

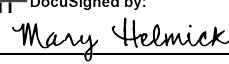
CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 0062166 dated March 2, 2021, Addendum #1 dated March 31, 2021, Addendum #2 dated April 7, 2021 the revised proposal submitted by the Contractor dated April 19, 2021 and the negotiation 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) PC4A4D8...
Curt Plyler Principal
Name and Title

Virginia Tech DocuSigned by:
By: 
5943314F5CD3478...
Mary W. Helmick
Director of Procurement



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](http://www.ita.vt.edu/purchasing/VT%20Cloud%20Data%20Protection%20Addendum%20final03102017.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.

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

Proposal for Construction Cost Auditing Services VT RFP # 0062166



VIRGINIA TECH



April 19, 2021



Fort Hill Associa



Corporate Office:
37 Villa Road, Suite 106
Greenville, South Carolina
Phone (877) 286-0408



Primary Contact:
Curt Plyler
9660 Falls of Neuse Road
Suite 138, #250
Raleigh, NC 27615
Phone (877) 286-0408
Fax (864) 382-3141
E-mail: cplyler@fort

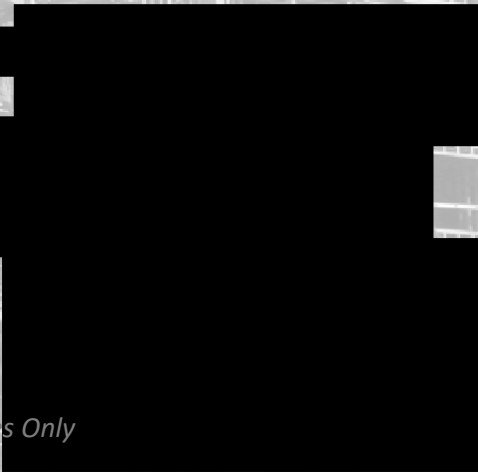


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For Review by Intended Parties Only



April 19, 2021

Reed Nagel, Assistant Director for Facilities and Services
Virginia Tech Procurement Department (0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, VA 24061

Dear Mr. Nagel:

Enclosed is Fort Hill Associates' response to Virginia Tech's Request for Proposal #0062166 for Construction Management at Risk (CM@RISK) for the new 100,000 sq ft Student Center building located on the Blacksburg campus. [Redacted]

FHA is a full-service construction management firm specializing in pre-construction, construction contract administration and construction team has worked extensively with Internal Audit and/or Facilities Departments of both public and private sector Owners to evaluate contract terms and conditions of their construction agreements. The level of service that we feel sets FHA apart from many other audit firms is our ability to provide a comprehensive audit of the project. [Redacted]

As noted in our proposal, FHA has significant experience in auditing higher education construction projects. In addition to our previous work over the last eight years for Virginia Tech, we have provided similar services for other Commonwealth of Virginia universities. Our experience is limited to:

- o Old Dominion University
- o George Mason University
- o Radford University
- o University of Texas System
- o Vanderbilt University
- o Clemson University
- o Duke University
- o University of North Carolina
- o University of Maryland
- o West Virginia University

Please contact me at 864-291-1111 or [Redacted] for any questions regarding our proposal. We appreciate your review of our proposal and look forward to hearing from you.

Sincerely,

Curt Plyler
Curt Plyler
Principal

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TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Section 1 - Organizational Experience	4
Section 2 - Employee Qualifications	8
Section 3 - Ability to Provide Construction Costs Audits	
Section 4 - Plan for Providing Services	
Section 5 - References	19
Section 6 - Participation of SWaM Business	20
Section 7 - General Information Form	

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Section 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.

Fort Hill Associates, LLC has extensive experience with providing auditing services to H [REDACTED]

- Pre-Construction [REDACTED]
- Review of Construction [REDACTED] Work
- Review of Contractor Proposals for Changes in the Work [REDACTED]
- Review of Contractor Applications for Payment [REDACTED]
- Construction Phase Interim and Closeout Audits [REDACTED]
- Training for Inhouse Audit and/or Facilities Staff [REDACTED]

For both public and private institutions, we have audited various project/building types including:

- Residence Halls [REDACTED]
- Research Facilities [REDACTED]
- Venues (i.e., Stadiums, Arenas, Performing Arts Centers, etc.) [REDACTED]
- Campus Infrastructure [REDACTED]
- Dining Halls [REDACTED]
- Campus Libraries [REDACTED]
- Administrative Buildings [REDACTED]
- Campus Aquatics [REDACTED]

In addition to Virginia Tech, a sampling of the institutions we are currently working with include:

- Old Dominion University [REDACTED]
- George Mason University [REDACTED]
- Radford University [REDACTED]
- University of Tennessee [REDACTED]
- Vanderbilt University [REDACTED]
- Clemson University [REDACTED]
- Duke University [REDACTED]
- University of North Carolina System [REDACTED]
- University of Maryland [REDACTED]
- West Virginia University [REDACTED]

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Section 1 – Organizational Experience (continued)

For these clients and others, we have been fortunate to receive multiple engagements which we feel is a testament to the quality of the services we provide. We truly value the relationships we have developed and make sure to staff new projects with the same team members to ensure continuity for the Owner on a program-wide basis.

We are especially pleased with our work for various Commonwealth of Virginia General Services (DGS) construction contract temporary Tech construction contracts. Our experience with the [redacted] as well as other state procurement [redacted] IA to help ensure that Virginia Tech and other state agencies do not overpay for construction phase services. In addition, we are able to share our experiences to the benefit of other state agencies. This is not be common to all projects (or all Construction [redacted])

As summary of our work experience to date with Commonwealth of Virginia agencies is provided in [redacted]

[redacted]

[redacted]

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Section 1 – Organizational Experience (continued)

Agency	Project	GMP Amount	Audit Services		
			PreCon Review	Interim Audit	Closeout Audit
Virginia Tech	Moss Arts Center	\$93MM			
	Upper Quad Residence				
	Goodwin				
	O'Shaughnessy Hall Renovation				X
	Student Wellness Center	\$57MM	X		
	Holden Hall Renovation	\$55MM	X		
	Rector Field House			X	
	CLMS				
	Data & Design Science				
	James Madison University	College of Business	\$71MM	X	
New Student Housing		\$48MM	X	X	
Wilson Hall Renovation		\$20MM	X		
New Dining Phillips Replacem					
Old Dominion University	Owens House Residence Hall	\$46MM	X	X	
George Mason University	Robinson Hall	\$94MM			
Radford University	Reed/Curie Hall	\$23MM	X		
	CAIC				

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Section 1 – Organizational Experience (continued)

If awarded this contract, FHA’s general expectations of Virginia Tech include:

- A general understanding of Virginia Tech’s anticipated construction auditing program and intended use of the Construction Cost Audits term contract
- Clear direction regarding the scope and expected engagement

With respect to FHA’s expectations of Virginia Tech, we fully acknowledge the [REDACTED] under the best of circumstances [REDACTED] provide audit services on a scheduled basis [REDACTED] use impact on university staff as well as other project team members.

After an initial kick-off meeting with the Construction Manager (not include university representation) and receipt of [REDACTED] the majority of our work [REDACTED] FHA will communicate with the university throughout the process to provide status updates and provide [REDACTED] identified. Upon completion [REDACTED] and be available to discuss [REDACTED] Finally, and upon university request, FHA will meet with the Construction Manager to discuss the report and [REDACTED] issues.

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Section 2 – Employee Qualifications

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

FHA will service the account with experienced professionals who are well versed in providing construction auditing services for Virginia Tech and other Commonwealth of Virginia state agencies.

Curt Plyler, a CFA chartered [redacted] serve as Principal in Charge. In addition to serving in [redacted] Commonwealth of Virginia [redacted] Manager on projects [redacted] Health System, University of Maryland [redacted] University of Wyoming, Vanderbilt University, and the University of Pittsburgh Medical Center [redacted]

Jim McCoy will serve as the Engagement Manager [redacted] Virginia Tech project. Mr. McCoy, a licensed Professional Construction Auditor (C [redacted] a state university audit projects as well as projects for other state agencies. By virtue of his thirty (30) year career [redacted] Associates, LLC, Mr. M [redacted] university staff while leading [redacted] superior auditing services on assigned Virginia Tech [redacted]

As needed, Amy Edwards and William Springer will provide staff support for selected projects. Ms. Edwards holds a General Contractor's license in North Carolina and is also a C [redacted] Springer is the former Director of Internal Audit at Piedmont Athens [redacted] and prior to his work at [redacted] health hospitals within [redacted] Pennsylvania. Both M [redacted] support for several prior Virginia Tech projects [redacted] applicable compensation language included in Virginia Tech's contract for construction phase services.

Finally, FHA's other two [redacted] available to support the Virginia Tech project as needed [redacted] university's needs are [redacted]

A summary of the proposed [redacted] resumes for the key in [redacted]

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Section 2 – Employee Qualifications (continued)

Proposed Staffing for Virginia Tech

Project Assignment:
Assigned Individual:
Years of Construction Auditing Experience:
Years with Firm:
Office Location:
Education:

**Principal in Change
Curt Plyler, CFA, CCA**

[Redacted]

[Redacted]

Project Assignment:
Assigned Individual:
Years of Construction Experience:
Years with Firm:
Office Location:
Education:

**Assistant Manager
Jim McCoy, PE, CCA**

[Redacted]

[Redacted]

Project Assignment:
Assigned Individual:
Years of Construction Auditing Experience:
Years with Firm:
Office Location:
Education:

**Audit Staff
[Redacted], CCA**

[Redacted]

[Redacted]

Project Assignment:
Assigned Individual:
Years of Construction Auditing Experience:
Years with Firm:
Office Location:
Education:

**Audit Staff
[Redacted] n Springer, CCA**

[Redacted]

[Redacted]

Project Assignment:
Assigned Individual:
Years of Construction Auditing Experience:
Years with Firm:
Office Location:
Education:

**Audit Support
Martin Howell, CCA**

[Redacted]

[Redacted]

Project Assignment:
Assigned Individual:
Years of Construction Auditing Experience:
Years with Firm:
Office Location:
Education:

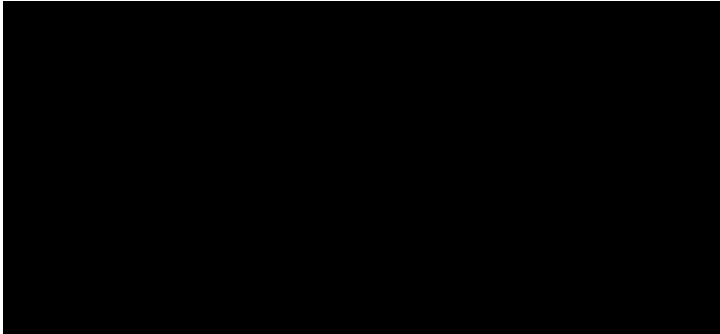
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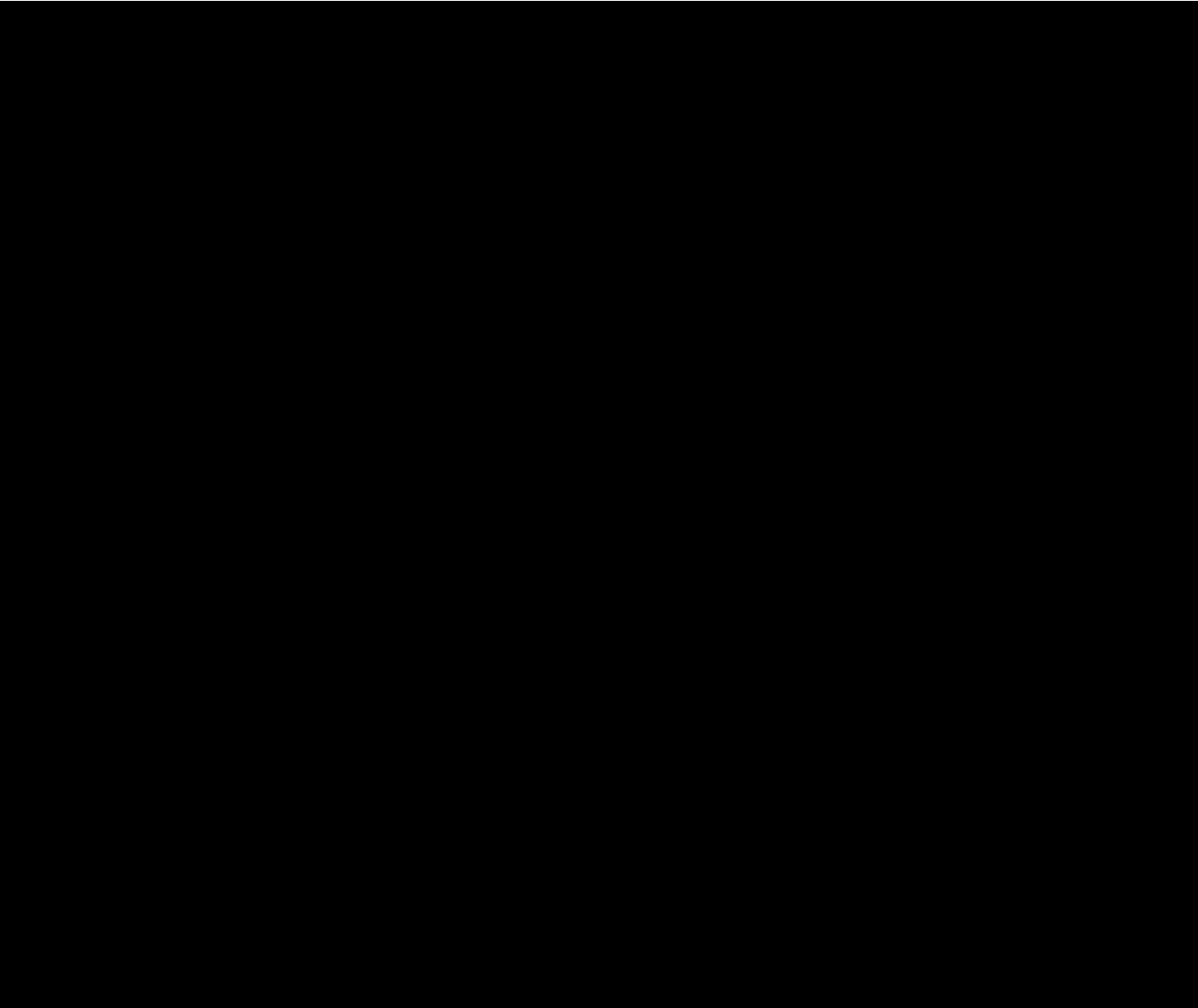
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Associates, LLC

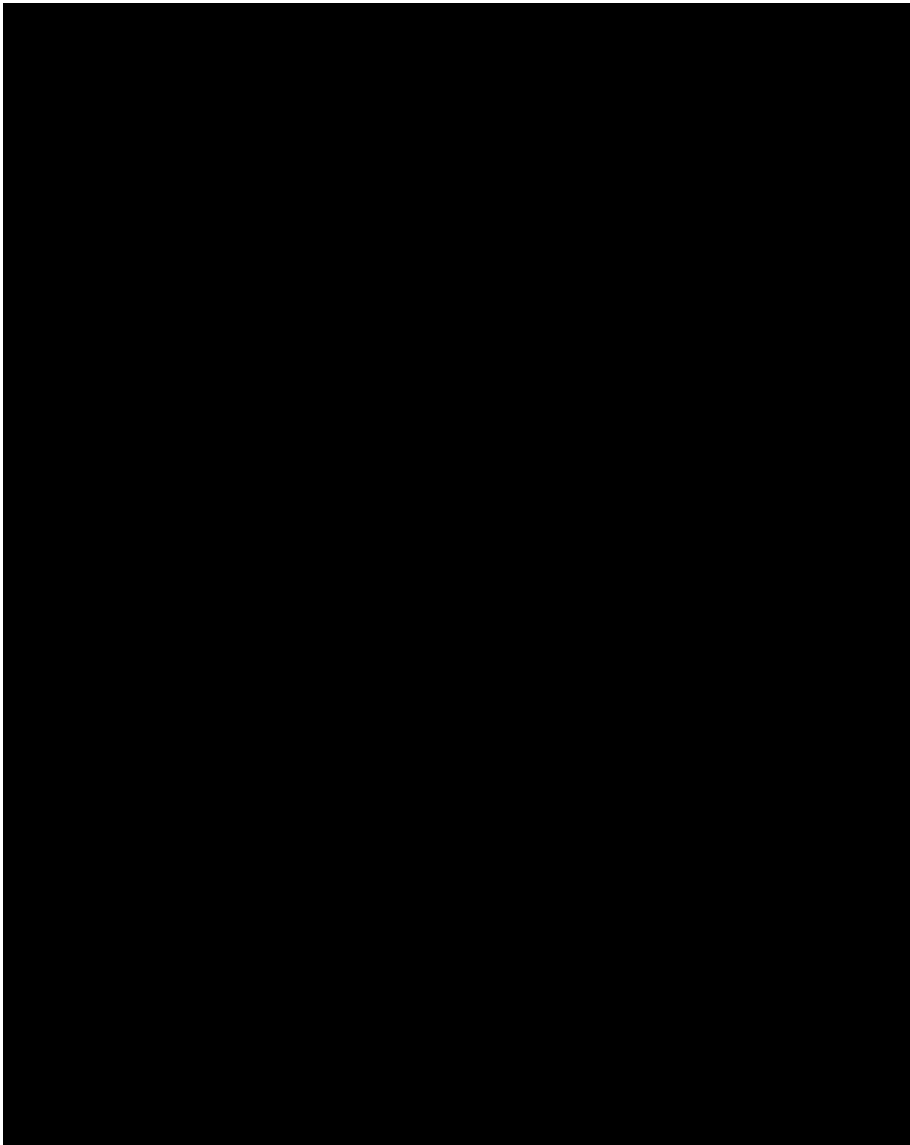
Curt Plyler, CFA, CCA



Experience

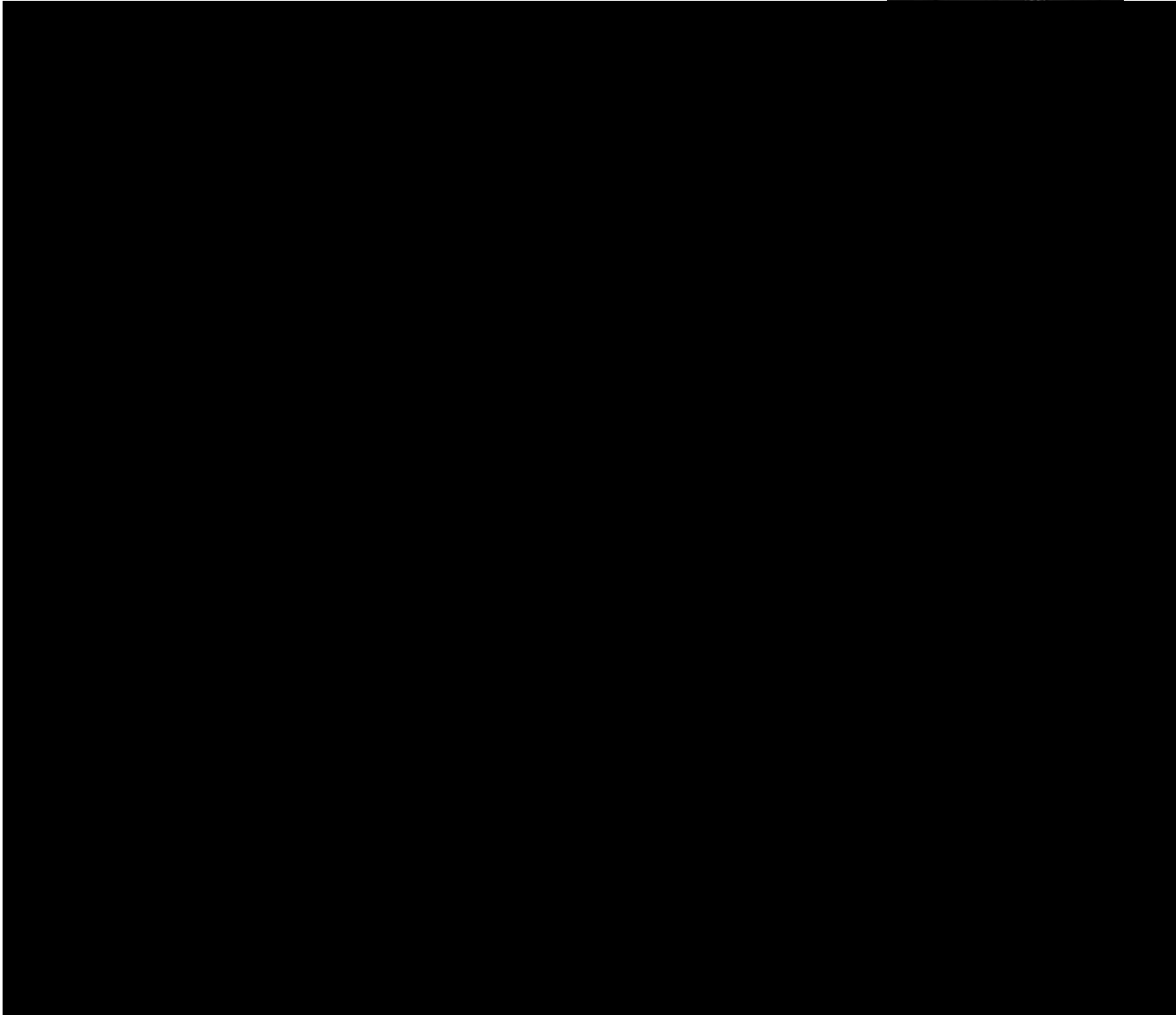


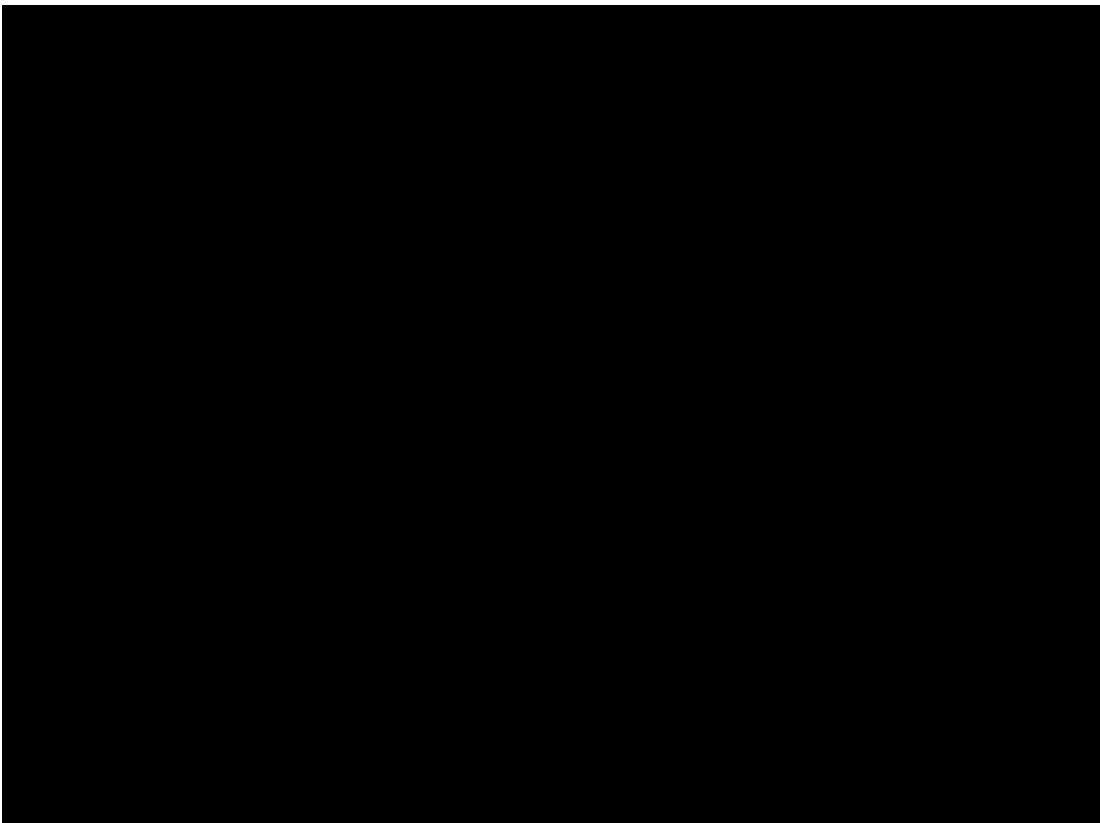
Currently serving or has served as Fort Hill's *Engagement Manager* for the following accounts:





Jim McCoy, PE, CCA
Senior Construction Auditor





Section 3 – Ability to Provide Construction Cost 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.

A typical Preconstruction Contract and GMP Review takes approximately three (3) weeks from FHA’s receipt of the Contractor’s GMP submission of a draft report to the Owner. The final week of the FHA receipt [REDACTED]

A summary of FHA’s [REDACTED] provided in the table [REDACTED]

Preconstruction Contract and GMP Review Process and Timeline			
Activity #	Activity Description	Act	
1	Audit Kick-off Meeting to identify documentation required from Owner to gather documents to FHA	[REDACTED]	[REDACTED]
2	FHA receipt of all initial documentation from the Owner	[REDACTED]	[REDACTED]
3	FHA to draft the Preconstruction and GMP Review and submit to the Owner	2 Weeks	3 Weeks
4	Owner/FHA review of Preconstruction Contract and GMP Review	[REDACTED]	[REDACTED]
5	FHA to finalize the Preconstruction Contract and GMP Review and submit to the Owner	[REDACTED]	[REDACTED]
6	Owner to communicate findings to the Contractor	[REDACTED]	[REDACTED]
7	Contractor response to Owner issues	1 Week	5 Weeks
8	Resolution and close out meeting	[REDACTED]	[REDACTED]
9			

Primary variables that affect the Preconstruction Contract and GMP Review timeline include:

- the size of the Contractor’s GMP proposal
- the detail and level of completeness of the Contractor’s Guaranteed Maximum Price proposal

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Section 3 – Ability to Provide Construction Cost Audits in a Timely Manner (continued)

A typical Interim or Closeout Audit takes approximately seven (7) weeks from the initial kickoff meeting with the Contractor to the submission of a draft report to the Owner. The final audit report is submitted within a week of the FHA receiving the Owner’s feedback on the draft report.

A summary of FHA’s construction audit process is provided below:

Summary Construction Audit Process and Timeline			
Activity #	Activity Description	Elapsed Time	
1	Audit Kick-off Meeting to request initial documentation from the Contractor		
2	Contractor to gather initial documentation and submit to FHA	2 Weeks	
3	FHA receipt of all initial documentation from the Contractor		
4	FHA evaluation of		
5	Field Audit with appropriate personnel		
6	Contractor to gather final documentation and submit to FHA	1 Week	
7	FHA receipt of all final documentation from the Contractor		
8	FHA to draft the Audit Report to the Owner	2 weeks	
9	Owner/FHA review of the draft Audit Report		
10	FHA to finalize the Audit Report to the Owner		
11	Owner to communicate any appropriate audit findings to the Contractor		
12	Contractor response to the audit findings	2 Weeks	
13	Audit resolution and close out meeting		

Primary variables that affect the Closeout Audit process include:

- the size of the Guaranteed Maximum Price contract
- the timely receipt of all documentation required
- the Owner’s desire to audit any subcontracts
- the Construction Manager on a “Cost plus Fee” contract
- the number of Change Orders executed on the project

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Section 4 – Plan for Providing Services

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.

FHA strongly recommends that all projects utilizing a “Cost Plus” contract agreement be audited at some level by the Owner or the Owner’s representative. Based on the terms of the Virginia Tech Construction Contract, approximately 90% of the Contractor’s total compensation will be a reimbursement of direct costs, including labor, materials, equipment and subcontracts. For all such projects, verification of the accuracy of those direct costs is essential. The Contractor should be

For projects audited by FHA, we propose providing a Preconstruction Contract and GMP Review prior to the execution of the construction work and a Closeout Audit after the construction work is complete. The amount of the Guaranteed Maximum Price (\$40M) and the construction duration (18 months) are as stated in the contract. Audits may also be proposed.

Typical timelines for construction and the Interim/Closedout Audits are based on project value and typical scopes of services for each of the projects discussed below.

Preconstruction Contract

We feel the Preconstruction Contract is an important tool for many important purposes. For the purpose of this proposal, the components of the Contractor’s compensation, the amount in the contract will be based on the Contractor’s proposal. We fully understand the content and application of the Construction Manager’s Fee, the General Conditions Fee, the Insurance and Taxes Fee and the Cost of the Construction Work when determining the Contractor’s compensation. Develop a detailed proposal for the Contractor’s project team on the same page in terms of allowable costs, documentation, etc. with the Contractor’s completion.

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Section 4 – Plan for Providing Services (continued)

FHA’s typical scope of services for the Preconstruction Contract and GMP Review is summarized below:

1. Analyze the various contract documents and identify gaps, conflicts and/or existing language which could create adverse issues during the project. Where appropriate, suggested modifications and alternative language will be provided.
2. Evaluate all contract documents for compliance with contract requirements, including excessive or unnecessary proposed scope of work.
3. Evaluate any anticipated risks that may be included in the GMP proposal.
4. Evaluate subcontractor tabulations sheets and proposals.
5. Identify any anticipated Construction Management work performed by companies that may be a (Construction Manager) and, if necessary, develop procedures for authorization and cost reporting.
6. Confirm documentation for tracking contract Contingency and risk included in the GMP proposal.
7. Identify documentation needed to complete Construction Audits when authorized by the University.
8. Submit a draft and final report detailing any findings associated with the Preconstruction Contract Review.

Interim Construction

For relatively large and complex projects, an Interim Construction Audit allows for an early check of Contractor compliance with the understandings reached at the conclusion of the Preconstruction Contract/GMP Review. This audit also provides a snapshot of Contractor’s actual costs to date to the Owner through the end of the reporting period.

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Section 4 – Plan for Providing Services (continued)

Construction Closeout Audit

The primary focus of the Closeout Audit is a thorough evaluation of the Contractor's direct/actual costs that comprise the Cost of the Construction Work component of the final compensation calculation. Proposed costs are reviewed to ensure they are allowable, accurate and reasonable in accordance with contract terms. In addition, approved contract change orders are reviewed to determine/confirm any additional costs. The audit also includes the Manager's Fee, the fixed General Conditions Fee as well as the fixed amount. Based on the audit findings, the University may request an approved Change Order. The amount of the Change Order approved by the University. The contract can then be amended to reflect the approved Change Order.

FHA's typical scope of services for Interim Construction Closeout Audits is summarized below:

1. Evaluate Construction Manager's Fee for compliance with contract terms and conditions.
2. Evaluate the applicability of the General Conditions Fee for compliance with the contract documents.
3. Evaluate all miscellaneous labor, material, equipment and subcontractor charges billed to the project as Cost of the Construction Work. FHA reviews up to 100% of these charges to confirm compliance with contractual terms.
4. Reconcile Subcontract charges against the Contractor's Cost Report, the Contractor's applications submitted to the University Manager. Amounts to be evaluated are indicated for each subcontract. Each subcontract to be evaluated to ensure it does not exceed the current Subcontract value and/or each Subcontractor's assessment of work completed to date.
5. Review executed contract change orders to ensure compliance with applicable contract language. In addition, the process for change orders is reviewed to ensure compliance with the University's process.
6. Evaluate charges for the CM Contingency to ensure that disbursements from the CM Contingency are evaluated for compliance with the University's process.
7. Submit draft and final reports detailing any findings from the Interim and Construction Closeout audits.

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Section 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.

Reference #1

Dates of Service: November 2018 – Present

Client Name/Address: [Redacted]
Old Dominion University

Contact: [Redacted]

Reference #2

Dates of Service: November 2019 – Present

Client Name/Address: [Redacted]
George Mason University

Contact: [Redacted]

Reference #3

Dates of Service: August 2017 – Present

Client Name/Address: [Redacted]
Vanderbilt University

Contact: [Redacted]

Reference #4

Dates of Service: August 2015 – Present

Client Name/Address: [Redacted]
Oregon State University

Contact: [Redacted]

In addition to the references above, FHA can provide numerous references in the Facilities Departments institutions where we have and continue to work.

[Redacted]

Section 6 – Participation of Small, Women-owned and Minority (SWaM) Business

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

Although the Commonwealth of Virginia’s Department of Small Business and Supplier Diversity (SBSD) includes classifications for Minority Business Enterprises (both of which FHA would qualify for in Virginia), South Carolina does not exist in the state of South Carolina. South Carolina does not have a Minority Business Contracting Program, which is a program that only minority-owned and women-owned small businesses.

Based on the Commonwealth of Virginia’s Supplier Diversity Policy and direct feedback we recently received from the Virginia Department of Small Business and Supplier Diversity, any South Carolina business that wishes to be certified by the SBSB in Virginia must first be registered in their home state in order to be eligible for SWaM certification. As such, Fort Hill Associates, LLC does not have the ability to register for certification in South Carolina.

Fort Hill Associates, LLC is not eligible for Federal Contracts and is not registered with the Port Authority.

To the extent that a 3rd party vendor may be required on individual projects for document production or other support, FHA will make every effort to contract with a vendor who is SWaM certified.

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Section 7 – General Information Form

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

A fully completed and signed General Information Form is included on the following page. Signed copies of Addendum #1 and Addendum #2 are also included.



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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) Fort Hill Associates, LLC		FEDERAL TAXPAYER NUMBER (ID#) [REDACTED]	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice) Fort Hill Associates, LLC	
PURCHASE ORDER ADDRESS 37 Villa Road, Suite 106 Greenville, SC 29615		PAYMENT ADDRESS 37 Villa Road, Suite 106 Greenville, SC 29615	
CONTACT NAME/TITLE (PRINT) Curtis H. Plyler, Principal			E-MAIL ADDRESS cplyler@forthillassociates.com
TELEPHONE NUMBER 864-631-2376	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS 864-382-3141	

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

Curt Plyler

SIGNATURE _____ Date: April 14, 2021

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.



April 14, 2021

Signature

Date



Timothy D. Sands, President (0131)
Burruss Hall, Suite 210
800 Drillfield Drive
Blacksburg, Virginia 24051
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: [Signature of 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.



April 14, 2021

Signature

Date

Virginia Tech RFP # 0062166 - Negotiation Questions for Vendors

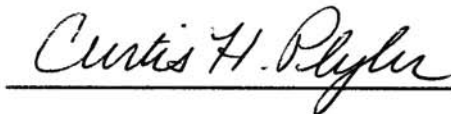
1. As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal. **FHA proposal is acceptable for online publication.**
2. Are there any additional financial or value-added incentives you would like to offer at this time? **Not at this time.**
3. Does Fort Hill Associates, LLC agree to provide monthly invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later? **Yes**
4. 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**
5. 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**
6. End of Contract Service Transition Expectations: If or when a transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperative fully in a successful transition of services. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process. **FHA will fully cooperate with the University and new vendor to enable a smooth transition if/when appropriate.**
7. Do you agree that the initial contract period shall be three years? **Yes**
8. Upon completion of the initial contract period, does Fort Hill Associates 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 contact? **Yes**
9. 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**
10. If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal period? **Yes**
11. Will Fort Hill Associates, LLC agree to participate in the Wells One AP Control Payment System? **Yes**

12. 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. **Curtis H. Plyler, partial owner and Principal with Fort Hill Associates, LLC is fully committed to service this contract at the highest quality if awarded**
13. Please describe your quickest turn-around time if emergency services are needed. **24 hours to provide initial feedback on any issue, written response to follow within 48 hours**
14. How soon after contract award can you begin providing services? **Immediately**
15. Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP? **Yes**
16. 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**
17. 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**

For staff labor costs, FHA proposes a blended hourly rate of **\$160/HR** for services covered under this contract. This rate, coupled with the efficiencies gained from our experiences from working on past university projects and our commitment to hold the rate through the first renewal period, will help ensure that Virginia Tech's ongoing cost for construction audit services will remain competitive.

Where appropriate, project-specific fee proposals may additionally include a budget for any anticipated administrative expenses and travel expenses (off campus projects only). Any such expenses will be itemized and billed at actual cost (no markup) and be in accordance with local per diem rates established by the U.S. General Services Administration (GSA).

Signed:



Curtis H. Plyler, Principal
Fort Hill Associates, LLC