

## **CONTRACT MODIFICATION AGREEMENT**

Date: June 7<sup>th</sup>, 2023

Contract No.: VTS-829-2018

Modification No.: 1

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Cherry Bekaert LLP

Commodity: Energy Policy Act of 2005 Consultant Services

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

### **Description of Modification:**

The Criminal Conviction Check Term and Condition within this contract is hereby replaced in its entirety and replaced with the following:

**CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded before the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check before re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. All criminal conviction checks will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees must self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If, any time during the term of the contract, Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.

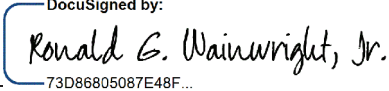
- a. The University has an awarded contract with a service provider for criminal conviction screening and background checks. The University prefers this vendor be utilized by the Contractor to comply with the contractual obligations and University Policy 4060.
- b. If Contractor chooses to utilize a different firm than the university's preferred provider, the Contractor's selected service provider shall be pre-approved by the Virginia Tech Police department as an acceptable service provider for criminal

conviction and background checks to ensure that firm's service levels meet the requirements of University Policy 4060.

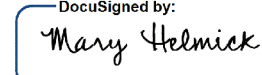
- c. If a Contractor chooses to utilize a different firm than the university's preferred provider, a five-day hold will be required before placement of employees deemed by the Contractor to meet all of the requirements of the University including a clean background check. Contractor shall provide the University with the name, date of birth and the last four digits of the social security number of all individual(s) to be placed in a temporary position under this contract. The University reserves the right to conduct its own background check process during this hold period.

Except as provided herein, all terms and conditions of Contract Number VTS-829-2018, as heretofore changed, remain unchanged and in full force and effect.

Contractor

By:    
 DocuSigned by:  
73D86805087E48F...  
(Signature)  
Ronald G. Wainwright, Partner  
\_\_\_\_\_  
Name and Title

Virginia Tech

By:  \_\_\_\_\_  
DocuSigned by:  
5943314F5CD3478...  
Mary Helmick  
Director of Procurement



**Procurement**

300 Turner Street NW  
North End Center, Ste 2100  
Blacksburg, Virginia 24061  
P: (540) 231-6221 F: (540) 231-9628  
[www.procurement.vt.edu](http://www.procurement.vt.edu)

September 20, 2022  
Cherry Bekaert LLP  
Attn: Ronald G. Wainwright, Jr.  
PO Box 25549  
Richmond, VA 23260-5500

Dear Mr. Wainwright:

Subject: Contract Renewal Letter

Virginia Tech Contract #: VTS-829-2018  
Commodity/Service: Energy Policy Act of 2005 Consultant Services  
Renewal Period: February 23, 2023 - February 22, 2025  
Renewal #: (3) two-year renewal

In accordance with the renewal provision of the original contract, the university would like to renew the contract for an additional term. Please advise concerning your intention by signing in the appropriate space below. A signed copy of this letter should be received in Procurement October 25, 2022.

If allowed by the contract, price adjustments must be requested at the time of renewal in accordance with the contract documents. Price adjustments are not automatic or retroactive and are only implemented upon request by the vendor at the time of renewal.

In addition, review the attached form which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,  
Angela Caldwell  
Buyer

Telephone: (540) 231-1269


Cherry Bekaert LLP **agrees** to renew the contract under the terms and conditions of the subject contract.

  
Authorized Signature: \_\_\_\_\_ Date: 10/10/22

Name: Ronald G. Wainwright Jr. Title: Tax Partner

**We currently participate in the Wells One Program.**

**We would like to participate in the Wells One Program** \_\_\_\_\_

AC/ \_\_\_\_\_  
Approved:   
5EF51DA320D049B...  
Reed Nagel, VCCU, CUPO  
Associate Director for Goods and Services  
Date: 10/11/2022



Procurement  
 300 Turner Street NW  
 North End Center, Ste 2100  
 Blacksburg, Virginia 24061  
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December 4, 2020

Cherry Bekaert LLP  
 Attn: Ronald G. Wainwright, Jr.  
 PO Box 25549  
 Richmond, VA 23260-5500

Dear Mr. Wainwright:

Subject: Contract Renewal Letter

Virginia Tech Contract #: VTS-829-2018  
 Commodity/Service: Energy Policy Act of 2005 Consultant Services  
 Renewal Period: February 23, 2021 - February 22, 2023  
 Renewal #: (2) two-year renewal

In accordance with the renewal provision of the original contract, the university would like to renew the contract for an additional term. Please advise concerning your intention by signing in the appropriate space below. A signed copy of this letter should be received in Procurement as soon as possible.

If allowed by the contract, price adjustments must be requested at the time of renewal in accordance with the contract documents. Price adjustments are not automatic or retroactive and are only implemented upon request by the vendor at the time of renewal.

In addition, review the attached form which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,  
 Daysha Holmes *DR for DH*  
 Assistant Director for Supplier Opportunity

Telephone: (540) 231-1269

Cherry Bekaert LLP agrees to renew the contract under the terms and conditions of the subject contract.

Authorized Signature: *Ronald G. Wainwright, Jr.* Date: 12/04/2020  
 Name: Ronald G. Wainwright, Jr. Title: Tax Partner  
 (please print)

We currently participate in the Wells One Program. \_\_\_\_\_

We would like to participate in the Wells One Program \_\_\_\_\_

DH/sr \_\_\_\_\_

Approved: *Mary W. Helmick*  
 Mary W. Helmick  
 Director of Procurement

Date: 12/4/20



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Blacksburg, Virginia 24061  
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[www.procurement.vt.edu](http://www.procurement.vt.edu)

January 3, 2019

Ronald G. Wainwright Jr.  
Cherry Bekaert LLP  
P O Box 25549  
Richmond VA 23260-5500

Dear Mr. Wainwright:

**Subject:** Virginia Tech Contract # VTS-829-2018  
Commodity/Service: Energy Policy Act of 2005 Consultant Services

Thank you for responding to my letter of November 27, 2018 and agreeing to renew the contract. The contract will now expire February 22, 2021.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daysha Holmes', written in a cursive style.

Daysha Holmes  
Contracts Specialist  
Telephone: (540) 231-1269

DAH /kbl

c: HM  
Kate Dicken



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November 28, 2018

Ronald G. Wainwright, Jr.  
 Cherry Bekaert LLP  
 P O Box 25549  
 Richmond VA 23260-5500


Dear Mr. Wainwright:

Subject: Virginia Tech Contract # VTS-829-2018  
 Commodity/Service: Energy Policy Act of 2005 Consultant Services


This is to inform you that the subject contract expires February 22, 2019. Since the university would like to renew the contract for an additional two years, please advise concerning your intention by signing in the appropriate space listed below. A signed copy of this letter should be received in Procurement by December 14, 2018.

In addition, review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,  
  
 Daysha Holmes  
 Contracts Specialist  
 Telephone: (540) 231-1269

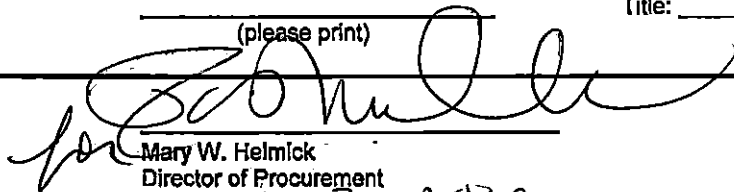
Cherry Bekaert LLP agrees to renew the contract for an additional two years under the terms and conditions of the subject contract.

Authorized Signature:  Date: 12/14/2018  
 Name: Ronald Wainwright Title: Partner  
 (please print)

We currently participate in the Wells One Program.  We would like to participate in the Wells One Program

Cherry Bekaert LLP does not agree to renew the contract for an additional two years.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 (please print)

DAH/kbl  
 Approved:   
 Mary W. Helmick  
 Director of Procurement  
 Date: 1-3-2019

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-829-2018

This contract entered into this 23rd day of February 2018 by Cherry Bekaert LLP 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:

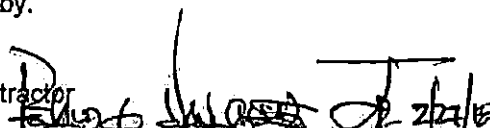
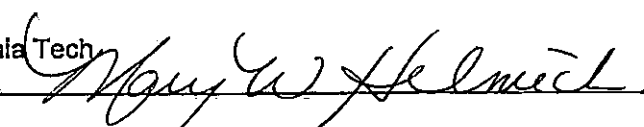
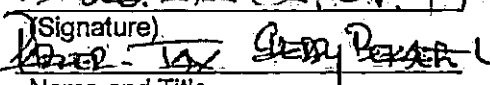
SCOPE OF CONTRACT: The Contractor shall provide the Energy Policy Act of 2005 Consultant Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From February 23, 2018 through February 22, 2019 with an option of three (3), two (2) 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 0053399 dated November 6, 2017, together with Addendum Number 1 to RFP dated November 27, 2017, the proposal submitted by the Contractor dated December 11, 2017, Virginia Tech's letter dated January 12, 2018, the Contractor's response dated January 24, 2018, Virginia Tech's letter dated February 2, 2018 and the Contractor's response dated February 9, 2018, all of which Contract Documents are incorporated herein.

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

Contractor		Virginia Tech
By: 		By: 
(Signature)		
		Mary W. Helmick
Name and Title		Director of Procurement
<b>Ronald G. Walnwright, Jr., CPA</b>		



Request for Proposal # 0053399

For

Energy Policy Act of 2005 Consultant Services

November 6, 2017

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



RFP 0053399  
GENERAL INFORMATION FORM

**QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: Daysha Holmes, Contracts Specialist, Phone: (540) 231-1269 e-mail: daysha94@vt.edu

**DUE DATE:** Proposals will be received until Monday, December 11, 2017 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

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

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

**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	

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: \_\_\_\_\_

Revised 07/01/2017

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations to provide Consulting Services for the Energy Policy Act of 2005, as amended, (EPACT) Section 179D for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. CONTRACT PERIOD:

The term of this contract is for one (1) year, or as negotiated. There will be an option for three (3) two- year renewals, or as negotiated.

III. BACKGROUND:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university's main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth's most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly \$513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

Virginia Tech continues to focus on smart, energy efficient building and renovations to ensure the most economic and longevity from each building on campus. Virginia Tech is soliciting proposals to provide Energy Policy Act of 2005, as amended, (EPACT) Consulting Services that will enable the university to assist eligible designers identify and take advantage of deductions allowable under Section 1331; 179D of EPACT that are available as a result of installation of qualifying energy efficient systems.

Energy Policy Act of 2005:

Section 1331 of the Federal Energy Policy Act of 2005, as amended, enacted and later extended §179D of the Internal Revenue Service Code, which provides a tax deduction with respect to energy efficient buildings. §179D allows a deduction to a taxpayer for: 1) part or all of the cost of energy efficient commercial building property that the taxpayer places in services after December 31, 2005 and before January 1, 2017, unless otherwise extended, and 2) part or all of the cost of certain partially qualifying commercial building property that the taxpayer places in services after December 31, 2005 and before January 1, 2017, unless otherwise extended.

In the case of energy efficient commercial building property (or partially qualified commercial building property for which a deduction is allowed under §179D) that is installed on or in property owned by a Federal, State, or local governmental or political subdivision thereof, the owner of the property may assign the §179D deduction to the person primarily responsible for designing the property (Designer). If the assignment of a §179D to a Designer satisfies the requirements of this section, the deduction will be allowed only to that Designer. The deduction will be allowed to the Designer for the taxable year that includes the date on which the property is placed in service. A Designer is a person that creates the technical specifications for installation of energy efficient

commercial building property (or partially qualifying commercial building property for which a deduction is allowed under §179D). A Designer may include, for example, an architect, engineer, contractor, environmental consultant, or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under §179D). A person that merely installs, repairs, or maintains the property is not a Designer.

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

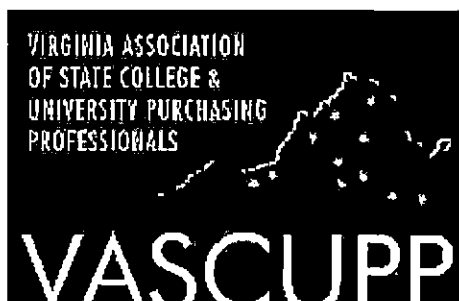
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods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

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

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

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

#### V. CONTRACT PARTICIPATION:



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

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own

orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Please refer to Attachment B, Zone Map, if the offeror wishes to submit separate pricing structure based on approved zones for cooperative institutions. Refer to Attachment B for the approved Zone Map. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth.

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

VI. STATEMENT OF NEEDS:

A. Services Related to Determining Eligibility of Projects:

The selected Offeror shall provide services that will enable Virginia Tech to allocate the deduction allowable under Section 1331 of EPACT and §179D of the IRS Code in accordance with the services outlined in this solicitation. These services are expected to include, but are not limited to:

1. Determine the retroactive extent of tax deductions available under EPACT to the Designers of construction or renovation/modernization of applicable Virginia Tech buildings and projects completed between January 1, 2014 and December 31, 2016 and prioritize such projects.
2. Determine the prospective extent of the tax deduction available under EPACT to the Designers of construction or renovation/modernization of applicable Virginia Tech buildings and projects.
3. Provide an appropriate level of expertise required in each area (e.g., Professional Engineer, Certified Tax Consultant, etc.) needed to comply with the provisions of EPACT.
4. Provide proposal for project specific services to be provided in return for Virginia Tech's assignment of the tax deduction to the applicant.

B. Services Related to Achieving Tax Deductibility:

The selected Offeror shall assist Virginia Tech in assigning and supplying all supporting documentation as required by EPACT, and the guidance and implementing rules and regulations of the Internal Revenue Service, to achieve tax deductibility. These services are expected to include, but are not limited to:

1. Assist Virginia Tech in identifying all documentation required by EPACT, and implementing the rules and regulations prescribed by the IRS to achieve tax deductibility.
2. Assist the applicant in identifying the documentation necessary to achieve allocation of tax deductibility under EPACT, when requested by Virginia Tech.

3. Produce and provide the appropriate governmental agencies all supporting documentation required to achieve Certification as required under Section 4 of IRS Notice 2006-52 and/or Section 5 of the IRS Notice 2008-14, as amended or updated.
4. Provide or contract for the appropriate level of expertise required in each area (e.g., Engineer, Tax Consultant, etc.) needed to comply with the provisions of EPACT.
5. Obtain engineering modeling, conduct site visits, and/or complete certification required to meet §179D guidelines.
6. Provide modeling and calculation services to render maximum valuation of tax benefits.

C. Services Related to Future Projects:

The selected Offeror shall assist Virginia Tech, as requested, in preparing for future projects to be completed that may be eligible for tax deductions under EPACT. These additional services are expected to include, but are not limited to:

1. In the event EPACT is further extended, assist Virginia Tech in creating policies and procedures to maximize benefit while maintaining full compliance under EPACT.

D. Services Proposed:

In providing the services hereunder, the successful Offeror shall furnish its own personnel, equipment, software, supplies, transportation, and all other means and methods necessary to successfully provide the services outlined herein.

- E. The selected Offeror shall not act as a representative of Virginia Tech or otherwise contract with a Designer for any Virginia Tech project for which services are provided under any contract awarded as a result of this solicitation.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

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

1. Plan for Providing Services:
  - a. Complete and detailed description of the Offeror's method and plan for providing the services described herein.
  - b. Description of specific services the Offeror proposes to provide to include but not be limited to how the services will be performed, by whom, and the anticipated time durations for typical services.
  - c. Example of similar documentation submitted to the IRS for a project for a state agency.
2. Qualifications and Experience:
  - a. Complete and detailed description of the Offeror's qualifications and experience relative to the services described herein. Include proof of required certifications, if applicable.

- b. Offeror's organization data, including size and structure of firm, joint venture and/or subcontractor arrangements if any, location of branch offices, and financial standing.
  - c. Listing of Offeror's management and staff personnel to be used for this contract, designated by discipline and detailing qualifications and experience relative to the services described herein. Include a résumé of each and proof of required certifications, if applicable.
3. Price
- a. Provide a proposed pricing schedule for all services called for herein.
  - b. Discuss price firmness and provide a plan for conveying price decrease/increase if Virginia Tech elects to renew the contract.
4. 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 SBSD website at <http://www.sbsd.virginia.gov/>
5. 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 copy** in WORD format or searchable PDF (*CD or flash drive*) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 2.e. below.
  - b. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Procurement Department (MC 0333)  
North End Center, Suite 2100  
300 Turner Street NW

Blacksburg, Virginia 24061

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

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

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals 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. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
  - e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an



opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	15
4. Cost (or Price)	25
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.

IX. 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 10:00 am on Friday, November 17, 2017. Inquiries must be submitted to the procurement officer identified in this solicitation.

X. INVOICES:

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

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

XI. METHOD OF PAYMENT:

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

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

XII. ADDENDUM:

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

XIII. COMMUNICATIONS:

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

XIV. CONTROLLING VERSION OF SOLICITATION:

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

XV. TERMS AND CONDITIONS:

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

XVI. CONTRACT ADMINISTRATION:

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

XVII. ATTACHMENTS:

- Attachment A - Terms and Conditions
- Attachment B - Zone Map for Cooperative Contracts
- Attachment C - Sample of Standard Contract Form

**ATTACHMENT A**

**TERMS AND CONDITIONS**

**RFP GENERAL TERMS AND CONDITIONS**

See:

[http://www.procurement.vt.edu/content/dam/procurement\\_vt\\_edu/docs/terms/GTC\\_RFP\\_07012017.pdf](http://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_07012017.pdf)

**ADDITIONAL TERMS AND CONDITIONS**

- A. ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
  
- B. AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
  
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
  
- D. CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
  
- E. CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
  
- F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

From: \_\_\_\_\_

_____	_____	_____
Name of Bidder or Offeror	Due Date	Time Due
_____	_____	_____
Street or Box No.	Solicitation Number	
_____	_____	_____
City, State, Zip Code	Solicitation Title	

Name of Procurement Officer: \_\_\_\_\_

The envelope should be addressed to:

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

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

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

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

If to Virginia Tech:

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

and

Virginia Polytechnic Institute and State University (Virginia Tech)  
Attn: Virginia Polytechnic Institute and State University (Virginia Tech)  
Attn: Crystal Hypes  
Facilities Department (0529)  
Sterrett Facilities Complex  
Virginia Tech  
230 Sterrett Drive  
Blacksburg, VA 24061

- H. SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

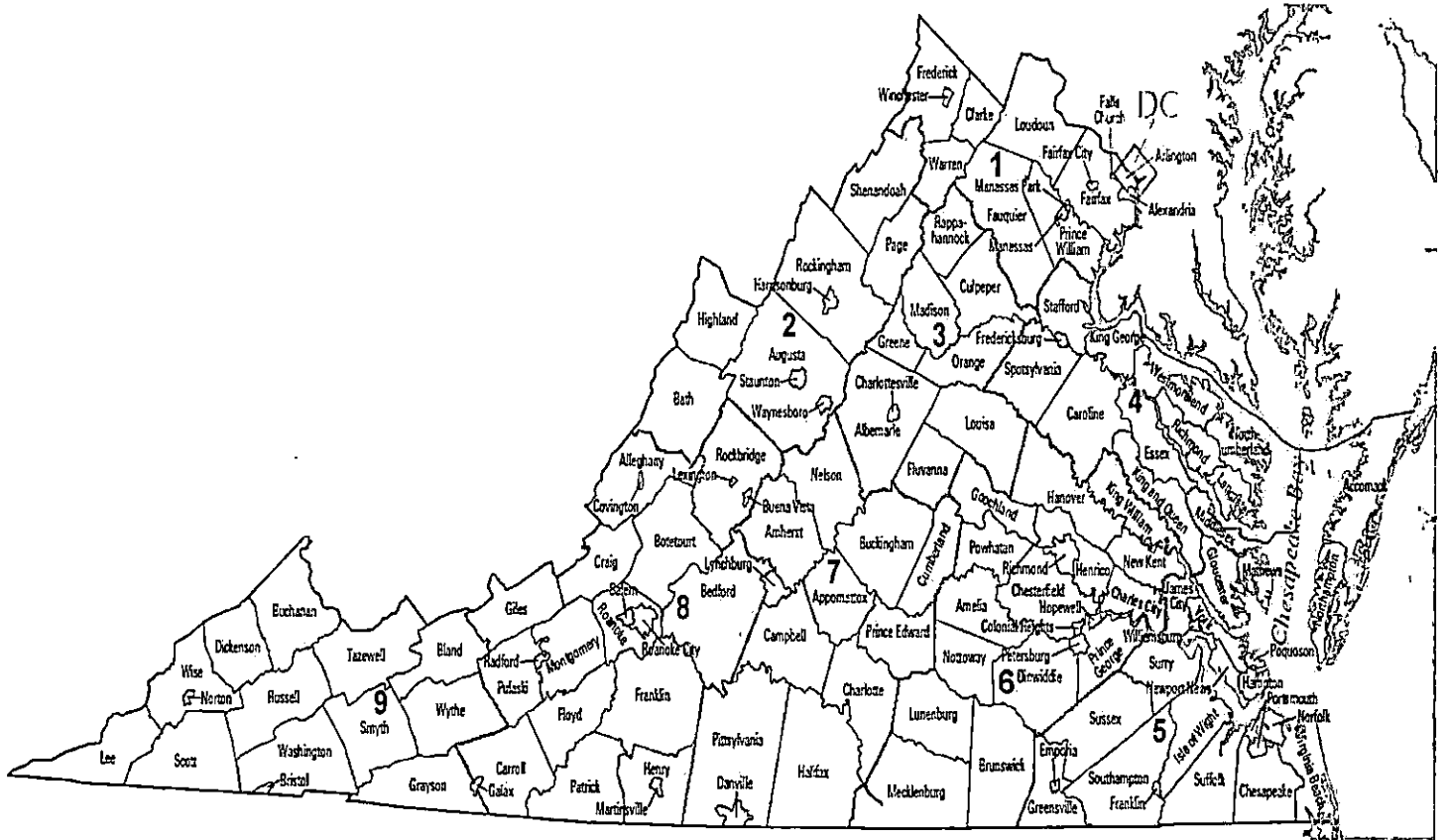
- I. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: [http://www.ita.vt.edu/purchasing/VT\\_Cloud\\_Data\\_Protection\\_Addendum\\_final03102017.pdf](http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf)

## **SPECIAL TERMS AND CONDITIONS**

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
  
2. **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 - \$1,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
  - D. Automobile Liability - \$500,000.00
  - 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.
  
3. **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.

# ATTACHMENT B

## Zone Map



### Virginia Association of State College & University Purchasing Professionals (VASCUPP)

#### List of member institutions by zones

**Zone 1**

**George Mason University  
(Fairfax)**

**Zone 2**

**James Madison University  
(Harrisonburg)**

**Zone 3**

**University of Virginia  
(Charlottesville)**

**Zone 4**

**University of Mary Washington  
(Fredericksburg)**

**Zone 5**

**College of William and Mary  
(Williamsburg)  
Old Dominion University (Norfolk)**

**Zone 6**

**Virginia Commonwealth  
University (Richmond)**

**Zone 7**

**Longwood University  
(Farmville)**

**Zone 8**

**Virginia Military Institute  
(Lexington)  
Virginia Tech (Blacksburg)  
Radford University (Radford)**

**Zone 9**

**University of Virginia - Wise  
(Wise)**

ATTACHMENT C

# SAMPLE CONTRACT FORM

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

COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract Number: \_\_\_\_\_

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

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

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

PERIOD OF CONTRACT: From \_\_\_\_\_ through \_\_\_\_\_.

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

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

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

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



ADDENDUM # 1 TO RFP # 0053399

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	Original DUE DATE AND HOUR
Monday, November 27, 2017	Monday, December 11, 2017, 3:00 pm

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Daysha Holmes, Contracts Specialist  
E-MAIL ADDRESS: daysha94@vt.edu TELEPHONE NUMBER (540) 231-1269  
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Energy Policy Act of 2005 Consultant Services

1. The following questions have arisen as a result of the aforementioned RFP:

**Question 1:** Does performing the consulting services preclude that individual from executing the project work?

**Virginia Tech Answer:** Yes, the consultant for this contract cannot be the designer of the project requesting the tax deduction.

**Question 2:** Is there an incumbent contract holder?

**Virginia Tech Answer:** No. This is a new contract.

**Question 3:** Please confirm that the proposed contract requires deliverables to Virginia Tech only?

**Virginia Tech Answer:** These services are being requested by Virginia Tech and will result in a Virginia Tech contract. However, this contract will be made available in the VASCUPP system and other state entities may request to use this contract. Any agreement will be between the other entity and the contractor, therefore deliverables are to the requestor of services and shared with the applicant of the requestor should the contractor extend the contract to other entities. Please review Section V, Contract Participation in the RFP.

**Question 4:** Please confirm that the statement refers to contractor making work on the projects referenced a priority? Not on assigning priority among the projects for which eligibility is being determined.

**Virginia Tech Answer:** The contractor will be expected to complete the work when given approval to proceed with work.

**Question 5:** Please provide a project count with General Square Footage for the projects to be considered and categorize projects as either renovation or new construction.

**Virginia Tech Answer:** We have four renovation projects with a total of 280,422 GSF.

**Question 6:** Please confirm that delivery of 'supporting documentation' in electronic format only is acceptable.

**Virginia Tech Answer:** Yes as long as it meets the certification requirements of the Code of Virginia.

**Question 7:** Please confirm that no design services (for modifying applicant's design) are required under this scope.

**Virginia Tech Answer:** No design services will be required, however, there is an additional goods and services clause in this RFP that may allow for these services, if needed, during the term of the contract.

2. No other inquiries will be accepted for this solicitation.
3. All other terms, conditions and descriptions remain the same.
4. The due date and hour remains Monday, December 11, 2017, 3:00 pm.

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

---

Signature

---

Date



Proposal to provide professional specialty tax services

# Virginia Polytechnic Institute and State University

Request For Proposal # 0053399

December 11, 2017



**Cherry Bekaert<sup>LLP</sup>**

*CPAs & Advisors*

2626 Glenwood Avenue

Suite 200

Raleigh, NC 27608

cbh.com

Prepared by

**Ronald G. Wainwright, Jr., CPA**  
*Tax Partner*

*National Leader, Federal Credits &  
Accounting Methods*

P 919.782.1040

E [rwainwright@cbh.com](mailto:rwainwright@cbh.com)

December 11, 2017

Ms. Daysha Holmes, Contracts Specialist  
Virginia Polytechnic Institute and State University (Virginia Tech)  
Procurement Department (MC 0333)  
North End Center, Suite 2100  
300 Turner Street NW  
Blacksburg, Virginia 24061

Dear Ms. Holmes:

Cherry Bekaert LLP ("Cherry Bekaert") is pleased to submit this proposal to perform energy tax consulting services to Virginia Polytechnic Institute and State University ("Virginia Tech" or the "University") for Energy §179D for Request For Proposal #0053399. Virginia Tech can expect from Cherry Bekaert a dedicated team with a great depth of experience and knowledge on various tax consulting services. Virginia Tech will benefit from a team well-versed in helping clients navigate complex business environments and tax laws as it relates to energy and §179D.

We offer Virginia Tech more than just tax consulting services – you will be able to depend on Cherry Bekaert for timely, valued advice associated with all aspects of the Energy §179D Study. By choosing Cherry Bekaert, Virginia Tech can depend on excellent service and extensive specialized resources at a competitive and fair price.

Our Firm's vision is to *make a difference for our people and our clients*. This begins with building strong relationships between our professionals and our clients based on trust, mutual respect, uncompromising integrity and a shared passion for excellence in all that we do. Our goals for maintaining a lasting relationship with Virginia Tech are simple:

Make It Easy

Keep Our Promises

Anticipate Your Needs

Consider Your Interests

Work as a Team

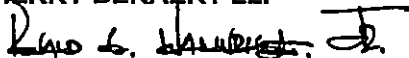
Our proposal provides more detail about how we intend to accomplish these goals, what Cherry Bekaert's federal credits practice credentials are, and how Virginia Tech will benefit from working with our experienced team. We affirm to you our commitment to ensure Virginia Tech timely, quality service delivered by a team of conscientious professionals dedicated to serving the public sector.

The required RFP forms are provided in *Section 5*. We have received and fully read Addendum #1. The Firm is also registered with the eVA system.

Thank you for the opportunity to present our professional qualifications for Energy Section 179D and tax consulting services. If you have any questions, please don't hesitate to contact me directly.

With best regards,

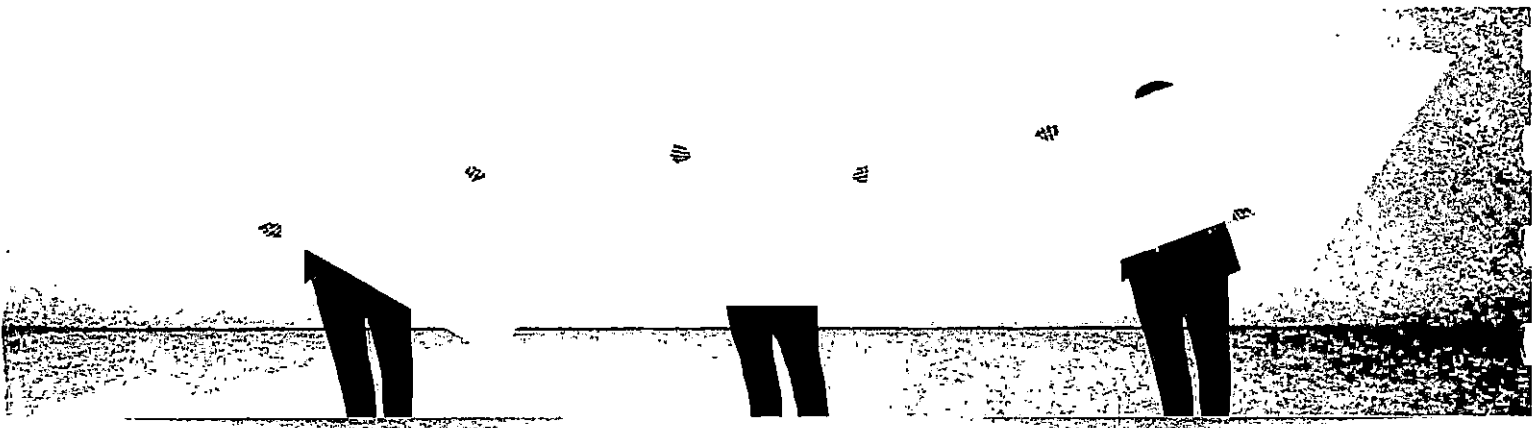
CHERRY BEKAERT LLP

  
Ronald G. Wainwright, Jr., CPA

Tax Partner, National Leader, Federal Credits & Accounting Methods  
919.782.1040 | [rwainwright@cbh.com](mailto:rwainwright@cbh.com)

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# 1. Tailored Plan & Methodology

## Summary of Energy Services

### Responding to RFP Requirement A.1.a.

The University's §179D Energy Study will encompass procedures and analysis necessary to identify energy efficient systems within the buildings at Virginia Tech that qualify for the energy tax deduction under §179D of the Internal Revenue Code.

The tax deduction calculated as a result of our study will be based on the requirements of IRS Notices 2006-52, 2008-40, 2012-42, and performed using Qualified Software approved by the Department of Energy.

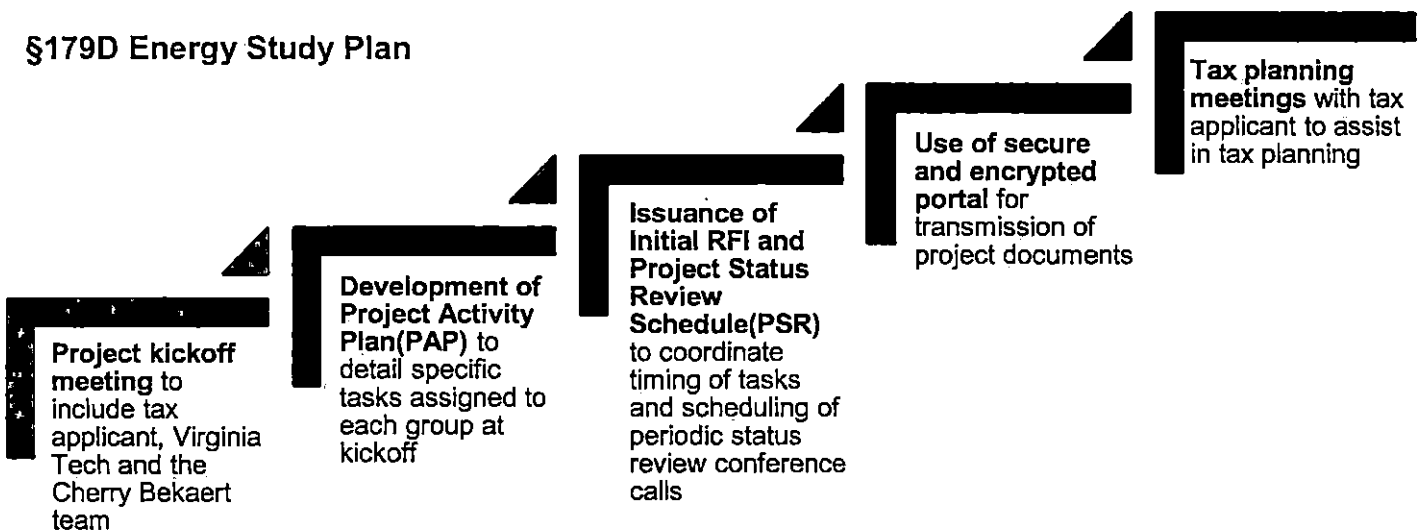
At the completion of the Study, we will issue a §179D Energy Tax Certification report, which will

include the purpose and scope of our analysis, theory and definitions, procedures and our conclusions.

Our Certification report(s) will be based upon the drawings, specifications, technical data sheets and other information provided to us by Virginia Tech management and/or other third parties, photographs made during the site visit(s), our engineer's calculation's and our experience with similar properties.

Cherry Bekaert has a full team of CPA's, engineers and project managers assigned to its §179D projects. Our dedicated team employs the following plan in executing these projects:

## §179D Energy Study Plan





*Your guide forward*



## Exceeding Your Expectations

At Cherry Bekaert, many factors set us apart from the competition, but the value of the services we provide to our clients relies intrinsically not on just the services we have to offer Virginia Tech, but rather how we deliver those services. Below, we have identified the key values that we believe differentiate Cherry Bekaert from our competition:

### **Integration of Knowledge & a Focused Planning Approach**

Planning is the foundation to a successful engagement and immediately upon your acceptance of our proposal; we will be prepared to meet with management to being the process of planning the engagement. This experience will ensure smooth engagement execution.

### **Services to Support Virginia Tech's Goals and Fiduciary Responsibilities**

Virginia Tech's growth and expansion plans for the campus will require a proactive CPA firm which can anticipate and manage a broad range of accounting, specialty tax and advisory matters.

Cherry Bekaert stands ready to deliver solutions to support Virginia Tech's continued campus and student body growth. As Virginia Tech grows, it does not run the risk of out-growing the resource capabilities of Cherry Bekaert.

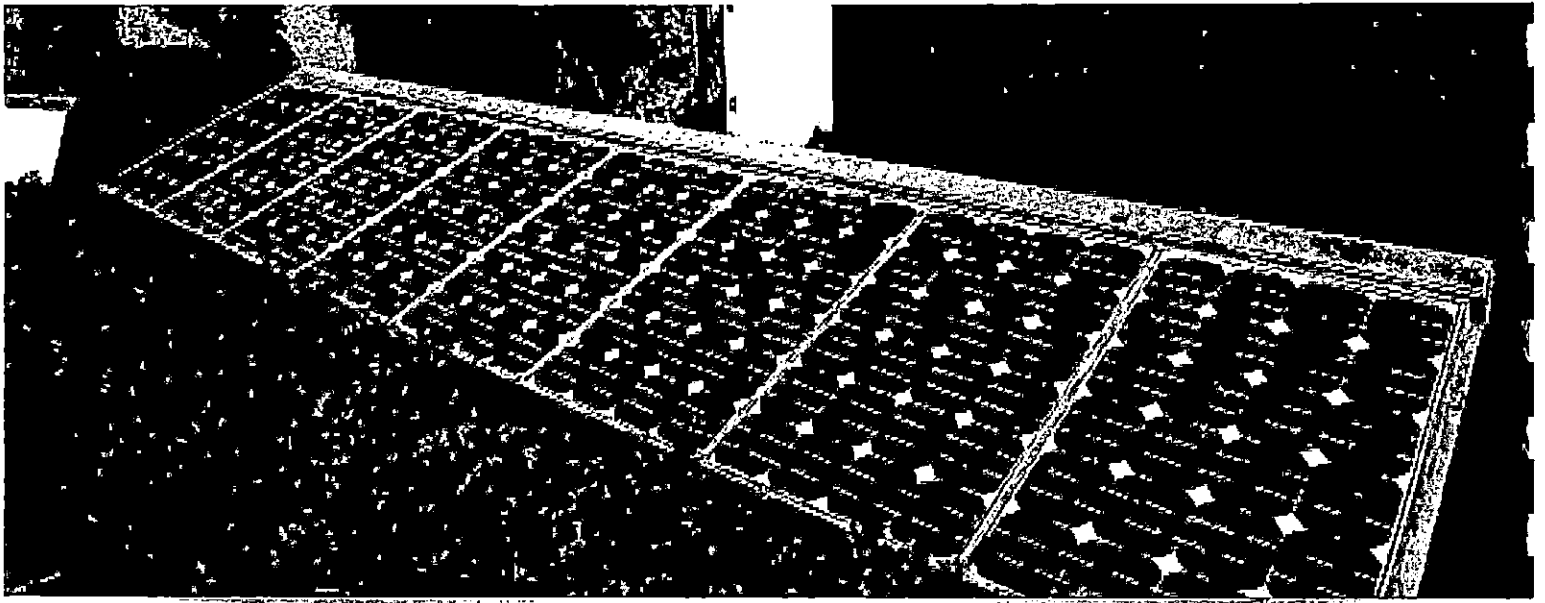
### **Personalized Client Service**

Cherry Bekaert offers Virginia Tech the benefits of a large, international accounting firm but, with a local firm's focus on personalized client service.

As one of the nation's top CPA firms, Cherry Bekaert offers Virginia Tech the ability to access the level of resources and capabilities of a national firm while enjoying the benefits of:

- ▶ direct partner involvement
- ▶ staff continuity communication
- ▶ responsiveness
- ▶ tailored streamlined service plans

Our proposed engagement team made up of dedicated professionals will work closely with you to identify and evaluate possible risks and tax savings and will adapt our service approach to meet the University's changing and evolving needs.



## Services Performed

### Responding to RFP Requirement A.1.b.

Full and complete services to execute projects to secure federal tax deductions related to energy efficient buildings pursuant to IRC code section §179D and IRS Notice 2008-40 as prescribed by the Energy Policy Act of 2005 to include:

- ▶ Data gathering to obtain design drawings, material specifications necessary to analyze energy efficient properties of applicant properties
- ▶ Modeling of applicant properties using software per IRS regulations to determine building portions that qualify for §179D deduction according to ASHRAE 90.1 2001 or ASHRAE 90.1 2007 standards
- ▶ Quantification of §179D deduction for Lighting, HVAC and Building Envelope components
- ▶ Site inspection by qualified Professional Engineer(s) to verify installed building components match building specifications
- ▶ Preparation of complete Certification Report with entire calculation, analysis and documentation to support study results
- ▶ Preparation of Allocation of Deduction form to secure federal tax deduction from the government authority over to tax payor applicant
- ▶ Full project management services to include project kickoff meeting(s), detailed project activities plans ("PAPs"), scheduled periodic project status reviews("PSRs")
- ▶ Tax consulting services to tax applicant to provide advisory services in preparing or amending required tax returns
- ▶ Tax consulting services to advise on implications of utilizing the §179D deduction

**Based on our thorough review of the RFP and documentation, we believe the project tax savings to the end user of these projects in approximately \$200,000.**

## Example of Similar Reports

### Responding to RFP Requirement A.1.c.

We have provided example documentation in **Appendix A.**



## 2. Qualifications and Experience

Responding to RFP Requirement A.2.a.

### About Cherry Bekaert LLP

As a nationally recognized, growth-oriented CPA firm, Cherry Bekaert provides guidance and support that helps our clients move forward to reach their organizational goals.

For 70 years, higher education institutions, real estate and construction companies, healthcare organizations, technology companies, government entities, not-for-profits, global corporations and private businesses have relied on Cherry Bekaert to guide them forward to their growth destination.

While we serve a diverse client base, our seven core industries include higher education. With a resource network that stretches across the U.S., our service reach extends nationally, and also internationally: Cherry Bekaert is a founding and very active member of Baker Tilly International.

### Regional & National Resources

Headquartered in Richmond, Virginia, Cherry Bekaert has practice offices in Virginia, Rhode Island, Tennessee, Maryland, Washington, D.C., North Carolina, South Carolina, Georgia and Florida.

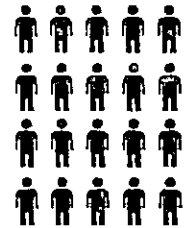
Cherry Bekaert provides a unique alternative to other national, regional and local firms. Clients choose us to be their accounting firm primarily because we provide the depth of knowledge and experience of a national firm and the attention and service of a large local firm.

# 1100+

Associates Firmwide

# 140+

Partners  
& Principals



# 70

 Years in Business

# \$200M+

Annual Revenue

Ranked as a Top Accounting Firm Across the U.S. **25**

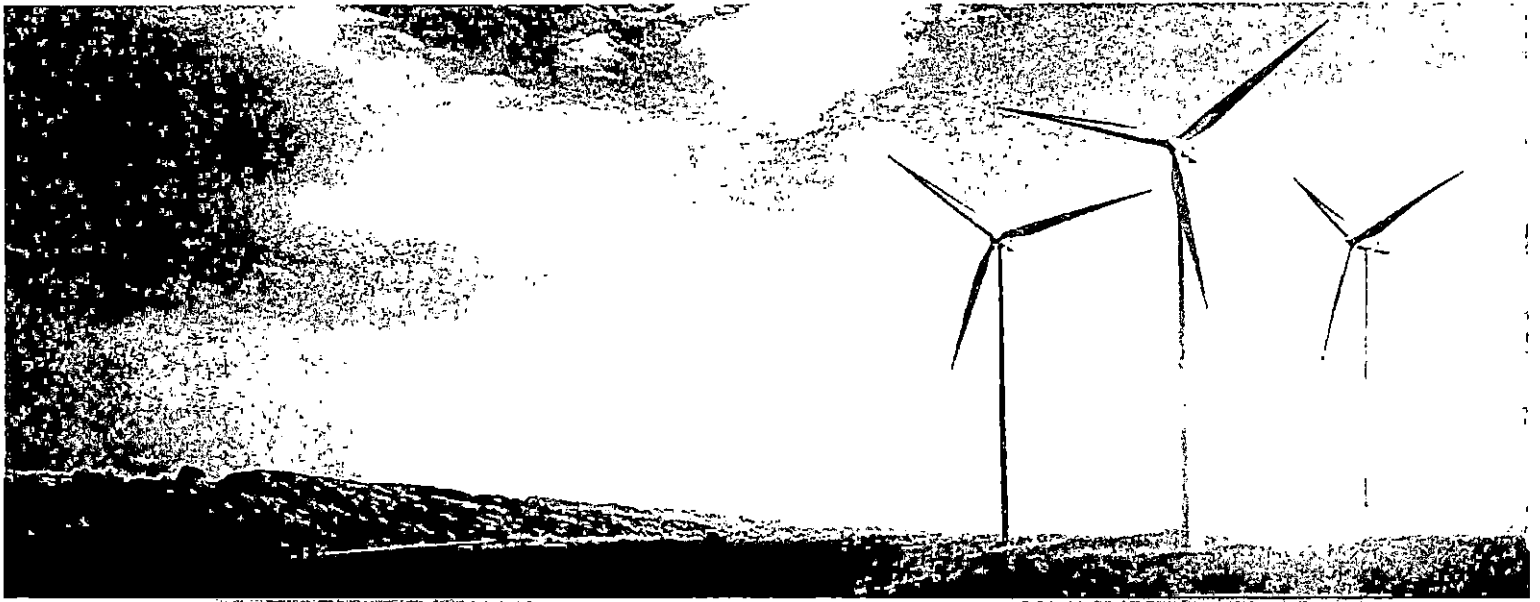


# 8 States

 & Washington, D.C.

Serving Clients Across the U.S. and Internationally

Founding Member of Baker Tilly International  
The 8th Largest Accountancy and Business Advisory Network in the World  
Represented by 165 Firms in 141 Countries  
Combined Revenue of \$3.8 Billion  
28,000 Staff Worldwide



## How We Can Help

Many tax incentives enacted over the last several years have focused on encouraging businesses to incorporate energy efficiency into their operational plans. One tax incentive in particular relates to the design and construction of energy-efficient commercial building property, and remains underutilized because many taxpayers do not know it exists.

Intended to offset some of the costs of qualifying energy-efficient improvements to commercial buildings, the deduction allows taxpayers to take an immediate expense for the cost of property that would normally be recovered through depreciation over as many as 39 years.

## Our Team's Experience

The Section 179D deduction for government owned buildings is a complex task involving the Architects and Engineers who designed the building, as well as the local, state or federal government agencies who owns them.

Cherry Bekaert has worked with numerous different agencies including the federal government, NC, SC, and VA, as well as many different Architectural and Engineering firms to obtain the §179D deduction. Cherry Bekaert's experience in obtaining the §179D

deduction for government owned buildings and its depth of tax experience, along with its partnership with engineering firms makes it a unique choice for executing Section 179D projects.

We will utilize Walker Reid Strategies in the performance of the engineering and modeling work under this contract. They will report directly to Cherry Bekaert.

## Experience Virginia Tech Can Count On

Cherry Bekaert has been performing 179D studies for over seven years and has completed approximately 25 studies over this period.

Currently ranked among the nation's largest accounting firms, Cherry Bekaert provides tax, assurance and consulting services to a diverse client base. Our specialists already know your marketplace, so we can help you make the most of emerging opportunities while minimizing compliance headaches. Our proposed Federal Credits & Accounting Methods Team is comprised of highly-skilled professionals who have worked directly in §179D projects. The following pages provide Cherry Bekaert's firm organization structure and proposed team for tax consulting services under RFP # 0053399.

## Structure of the Firm

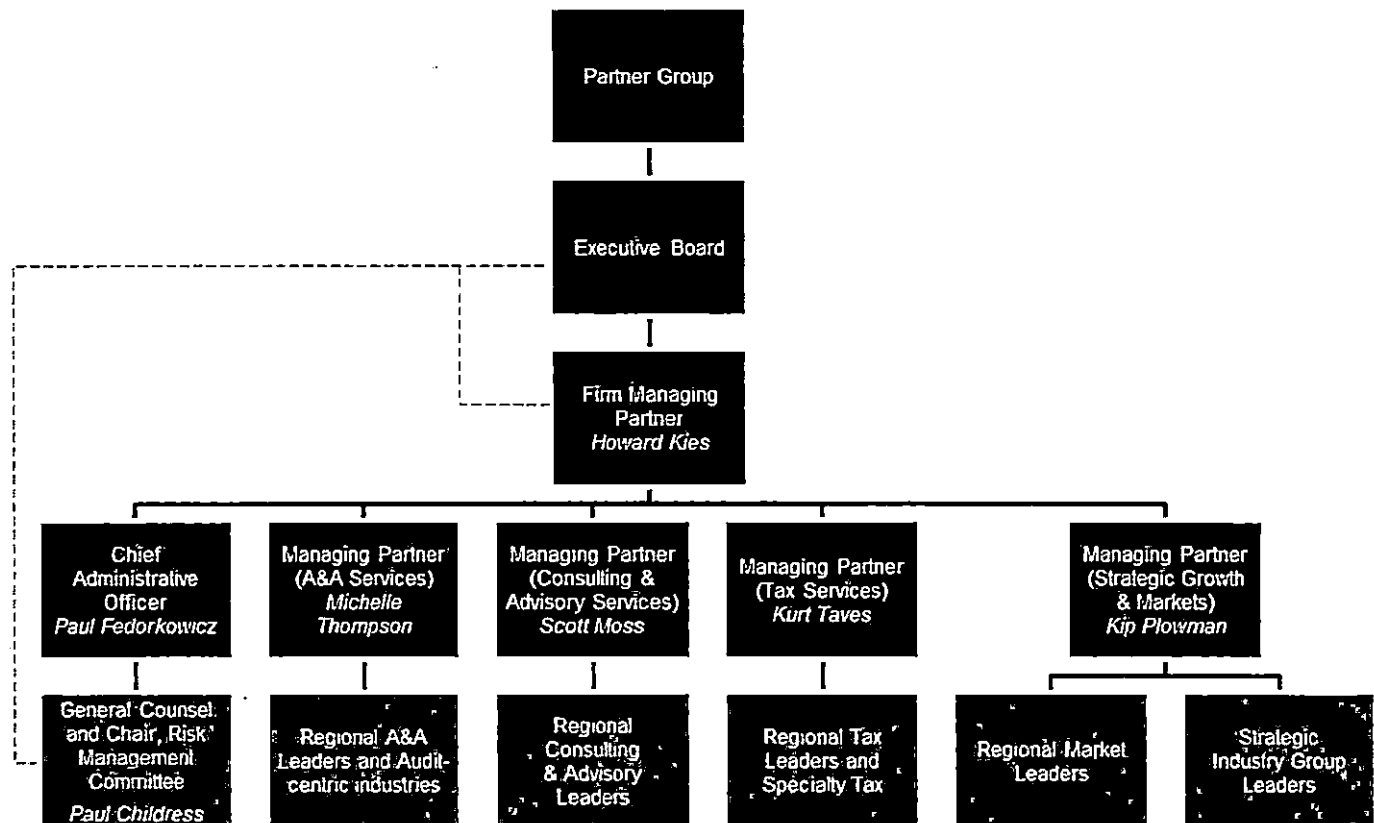
### Responding to RFP Requirement A.2.b.

As a Limited Liability Partnership, the Firm's organization is based on a model designed to focus all Partners, principals and associates on providing effective and efficient client service through our three core service lines (Accounting & Audit, Tax, and Advisory), supported by our industry groups and market leaders. The Firm is comprised of more than 1,100 tax, assurance, consulting and support professionals.

Under this structure, all client service professionals are organized under one of the following three client service specialties:

- ▶ Accounting & Auditing Services
- ▶ Tax Services
- ▶ Consulting & Advisory Services

Each of these three service lines is led by a Managing Partner who maintains responsibility for managing both the client service delivery process and for managing, developing and evaluating the professionals in the service line. Our offices are grouped into five geographic regions, and each region has a Partner designated as the Regional Team Leader to assist the Managing Partner for each of the three service lines.



Cherry Bekaert works with several engineering subcontractors who conduct the engineering tasks associated with the studies. Cherry Bekaert provides the project management, tax advisory services, and coordination with governmental agencies.

Pages have been  
redacted for public  
version of contract

# 3. Price

## Pricing Schedule

### Responding to RFP Requirement A.3.a - b.

We understand and appreciate Virginia Polytechnic Institute and State University's desire for professional service providers who are not only highly qualified, but who are also cost-conscious and cost-effective about the work they perform. We are mindful that cost is always a consideration in selecting a professional services firm. Accordingly, we have structured our fee based on our strong desire to develop a mutually rewarding, long-term relationship with Virginia Tech.

Cherry Bekaert's fees are based on our experience and knowledge of similar plans and our best estimate of the tasks and hours to be incurred by individuals assigned to the §179D Study. Therefore, we pledge to strive always to provide you with the greatest value for the professional fees you pay.

Our fees are based on anticipated full cooperation from the University's management. Further, we assume that unexpected circumstances will not be encountered. The University agrees to take responsibility for providing, in a timely manner, schedules and supporting information, and assistance, including timely communication of all significant accounting and tax matters, as is normal and reasonable in the circumstances. When and if for any reason the University is unable to provide such scheduled, information, and/or assistance, Cherry Bekaert and the University will mutually revise the fees to reflect additional services.

Below is Cherry Bekaert's Not-To-Exceed time and materials price. Any work efficiencies achieved from doing the 4 projects simultaneously will thus be shared with the University.

Professional Services –179D Services	Estimated Fees*
Energy Section 179D Services (4 identified buildings totaling \$280k sq. ft.)	\$45,000

Cherry Bekaert is a client-centric based service firm and is willing to be flexible in both the pricing and execution of its projects. Should Virginia Tech elect to renew the project, Cherry Bekaert will provide pricing based on additional projects identified, including the quantity of projects and the size of the buildings.

## 4. SWaM Participation

### Commitment to Diversity

#### Responding to RFP Requirement A.4.

Cherry Bekaert understand that our people are the key to making a difference for our clients. We strive to foster a culture that will allow each of our associates to reach his or her personal and professional goals.

It is our continuing policy to provide equal employment opportunity to all qualified associates and applicants without regard to race, color, sex, religion, national origin, age, marital status, veteran status, citizenship status, disability, or any other protected class. Moreover, it is the policy of the Firm to undertake affirmative action in compliance with all federal, state, and local requirements to recruit a diverse pool of applicants and to ensure that our employment practices are, in fact, non-discriminatory.

This same non-discriminatory consideration guides the full range of personnel actions, including, but not limited to, recruitment, hiring, training, compensation, benefits, transfers, education, or tuition assistance, and promotion decisions in all job classifications. We also work throughout the Southeast with local minority and women's organizations, as well as colleges and universities with large minority populations to promote job opportunities within the Firm.

By embracing the differences of our people to better serve our clients, we place a high value on personal understanding and foster a collaborative environment where every individual can excel. We recognize that by supporting the growth of each associate, we are better able to offer our clients a diverse team of professionals that can bring new insights and ideas to the challenges each

organization faces, and ultimately build value for our clients.

Women and minorities comprise 21% of the Firm's partner group and 29% of the Firm's management team. Across the Firm, 59% of all non-partner professionals are women and 20% of all non-partner professionals (both men and women) are minorities.

### Cherry Bekaert's Equal Opportunity Statement

The Firm does not discriminate against any employee or applicant for employment. We are committed to providing equal employment opportunity to all applicants, and the provisions of our non-discrimination clause are posted in conspicuous locations throughout our offices and stated in the Associate Handbook, which is signed by every employee of the Firm. Excerpts from our policy are as follows:

*"The continuing policy of Cherry Bekaert LLP. is to provide equal employment opportunity to all qualified Associates and applicants without regard to race, color, sex, religion, national origin, age, marital status, veterans status, citizenship status or physical or mental disability. Further, it is the policy of the Firm to undertake affirmative action in compliance with all federal, state, and local requirements to recruit a diverse pool of applicants and to ensure that our employment practices are, in fact, non-discriminatory. This same non-discriminatory consideration will guide all personnel actions including, but not limited to, recruitment, hiring, training, and promotion decisions in all job classifications. Furthermore, compensation, benefits, transfers, education, or tuition assistance, and social and recreational programs will be administered in a non-discriminatory fashion"*

## 5. General Information Form & Addenda

### Responding to RFP Requirement A.5.

RFP 0053300  
GENERAL INFORMATION FORM

**QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: Kimberly Dulaney, Assistant Director & Contracts Manager, Phone: (540) 231-8543 e-mail: kdulane@vt.edu

**DUE DATE:** Proposals will be received until Thursday, December 7, 2017 at ~~3:00~~ PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

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

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

**PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held on Friday, November 17, 2017 at 10:30 am at the Virginia Tech Research Center, National Capital Region, 900 N. Glebe Road, Arlington, Virginia 22203. See section IX, Preproposal Conference, for additional information.

**TYPE OF BUSINESS:** (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: \_\_\_\_\_. For assistance with SWaM certification, visit the SBSBD 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 SBSBD 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

<b>FULL LEGAL NAME (PRINT)</b> (Company name as it appears with your Federal Taxpayer Number)  Cherry Bekaert LLP		<b>FEDERAL TAXPAYER NUMBER (ID#)</b>  [REDACTED]	
<b>BUSINESS NAME/DBA NAME/TA NAME</b> (If different than the Full Legal Name) Same as above.		<b>BILLING NAME</b> (Company name as it appears on your invoice)  Cherry Bekaert LLP	
<b>PURCHASE ORDER ADDRESS</b> P.O. Box 25549 Richmond, VA 23260-5500		<b>PAYMENT ADDRESS</b> P.O. Box 25549 Richmond, VA 23260-5500	
<b>CONTACT NAME/TITLE (PRINT)</b>  Ronald G. Wainwright, Jr., CPA, Partner			<b>E-MAIL ADDRESS</b> rwainwright@cbh.com
<b>TELEPHONE NUMBER</b>  919.782.1040	<b>TOLL FREE TELEPHONE NUMBER</b>  N/A	<b>FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS</b>  919.783.0976	

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   X  

SIGNATURE   Ronald G. Wainwright, Jr.   Date:   12/5/2017  

Revised 07/01/2017



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	<u>Original</u> DUE DATE AND HOUR
Monday, November 27, 2017	Monday, December 11, 2017, 3:00 pm

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Daysha Holmes, Contracts Specialist  
E-MAIL ADDRESS: daysha94@vt.edu TELEPHONE NUMBER (540)231-1269  
FAX NUMBER (540)231-9628 AFTER HOUR MESSAGES (540)231-6221

Energy Policy Act of 2005 Consultant Services

1. The following questions have arisen as a result of the aforementioned RFP:

**Question 1:** Does performing the consulting services preclude that individual from executing the project work?

**Virginia Tech Answer:** Yes, the consultant for this contract cannot be the designer of the project requesting the tax deduction.

**Question 2:** Is there an incumbent contract holder?

**Virginia Tech Answer:** No. This is a new contract.

**Question 3:** Please confirm that the proposed contract requires deliverables to Virginia Tech only?

**Virginia Tech Answer:** These services are being requested by Virginia Tech and will result in a Virginia Tech contract. However, this contract will be made available in the VASCUPP system and other state entities may request to use this contract. Any agreement will be between the other entity and the contractor, therefore deliverables are to the requestor of services and shared with the applicant of the requestor should the contractor extend the contract to other entities. Please review Section V. Contract Participation in the RFP.

**Question 4:** Please confirm that the statement refers to contractor making work on the projects referenced a priority? Not on assigning priority among the projects for which eligibility is being determined.

**Virginia Tech Answer:** The contractor will be expected to complete the work when given approval to proceed with work.

**Question 5:** Please provide a project count with General Square Footage for the projects to be considered and categorize projects as either renovation or new construction.

**Virginia Tech Answer:** We have four renovation projects with a total of 280,422 GSF.

**Question 6:** Please confirm that delivery of 'supporting documentation' in electronic format only is acceptable.

**Virginia Tech Answer:** Yes as long as it meets the certification requirements of the Code of Virginia.



Pages have been  
redacted for public  
version of contract



**Procurement**  
300 Turner Street NW  
North End Center, Ste 2100  
Blacksburg, Virginia 24061  
P: (540) 231-6221 F: (540) 231-9628  
[www.procurement.vt.edu](http://www.procurement.vt.edu)

January 12, 2018

Cherry Bekaert LLP  
Attn: Ronald Wainwright  
P.O. Box 25549  
Richmond, VA 23260

Dear Ronald:

Subject: RFP # 0053399

Thank you for submitting a proposal in response to the subject RFP.

We have reached the point in the evaluation process where selected companies have been chosen to give a short presentation to the evaluation committee as provided for in the RFP. We are pleased to inform you that Cherry Bekaert has been selected for presentations.

Your presentation/interview is scheduled from 9:00 am – 10:00 am on Monday, January 29<sup>th</sup>, 2018, in the Cascades room at the Inn at Virginia Tech and Skelton Conference Center.

There will be six (6) committee members present along with two (2) representatives from Procurement. The committee would like to discuss your proposal in more detail and how you will provide the services proposed.

Campus maps and directions to campus can be access through this link:

<http://www.maps.vt.edu/>

It is not necessary to bring hard copies of your proposal. If you plan on using a PowerPoint presentation, you will need to bring it on a laptop that we can connect to the AV equipment. You may also bring in a flash drive and I will assist in setting up the AV equipment. If you plan to bring handout materials, please bring 8 copies for the Evaluation Committee.

You will be allotted 60 minutes for your presentation and we would like you to focus on how your organization will work with and within the University.

Additionally, as provided for in Section VII.B of the RFP, please respond in writing to the following negotiation questions in advance of the presentation.

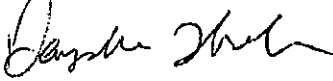
1. Discuss the type of fee reimbursement anticipated for failing to meet IRS's ruling of deduction acceptance and the basis of the refund.

2. Are there any additional forms or documents that you will require to be incorporated into the contract documents? If so, please submit.
3. Does Cherry Bekaert agree to provide monthly invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?
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?
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?
6. How did Cherry Bekaert arrive at the figure for price adjustments? Is this a similar adjustment made to all your clients, or an industry standard?
7. Do you agree that the initial contract period shall be one year?
8. Upon completion of the initial contract period, does Cherry Bekaert agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for three (3) two year renewals, under the terms of the current contract?
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, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?
10. If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal year?
11. Will Cherry Bekaert agree to participate in the Wells One AP Control Payment System?
12. Please describe your quickest turn-around time if emergency services are needed.
13. Will you be able to handle increased volumes of business and/or provide service to additional departments during the course of the contract?
14. How soon after contract award can you begin providing services?
15. Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Please submit your response to negotiation questions numbered 1-15 by 3:00 p.m. on Wednesday, January 24, 2018.

We look forward to the meeting. In the meantime, if you have specific questions for us, don't hesitate to contact me at 540-231-1269 or [daysha94@vt.edu](mailto:daysha94@vt.edu).

Sincerely,

A handwritten signature in black ink, appearing to read "Daysha Holmes". The signature is fluid and cursive, with a large initial "D" and "H".

Daysha Holmes  
Contracts Specialist  
Telephone: (540) 231-1269



**VIRGINIA POLYTECHNIC INSTITUTE AND  
STATE UNIVERSITY**

**Request for Proposal # 0053399**

**Contract Question Responses**

Virginia Tech

Section 179D Proposal

Q1: Discuss the type of fee reimbursement anticipated for failing to meet the IRS's ruling of deduction acceptance and the basis of the refund.

A: Cherry Bekaert (CB) has provided a Not to Exceed pricing model for which our billing is based on the amount of time and expenses incurred in the project. If a building is determined to not meet the requirements under IRC Section §179D for energy efficiency then CB will cease charging time for that project and Virginia Tech (VT) will be billed less.

Q2: Are there any additional forms or documents that you will require to be incorporated into the contract documents?

A: Yes, CB has a standard "Engagement Letter Terms and Conditions" document that is used for all contracts. We would be happy to discuss the specific provisions of this document and in some cases may be able to make exceptions for certain provisions.

Q3: Does CB agree to provide monthly invoices with payment due thirty days after the receipt of the invoice or good/services, whichever is later?

A: Yes, CB will bill our time and expenses incurred on a monthly basis.

Q4: 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?

A: Yes, CB agrees to this.

Q5: Do you further agree that VT will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor employees?

A: Yes, CB agrees to this.

Q6: How did CB arrive at the figure for price adjustments? Is this a similar adjustment made to all your clients, or an industry standard.

A: Yes, the pricing and pricing adjustments, as outlined in Q1 is a standard pricing and billing model that CB uses for all its Section 179D projects.

Q7: Do you agree that the initial contract period shall be one year?

A: Yes, CB agrees to this.

Q8: Upon completion of the initial contract period, does CB agree that the contract may be renewed by VT upon written agreement of both parties for three (3) two year renewals under the terms of the current contract?

A: Yes, CB agrees to this.



Virginia Tech  
January 24, 2018

Q9: If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All items category for the latest twelve months for which statistics are available at the time of renewal or 3 percent, whichever is less.

A: Yes, CB agrees to this. As a note, CB prices its Section 179D projects on a building by building basis, based on the size of the building. However, CB agrees that any increases in its pricing rates will not increase by more than the mentioned CPI-W, or 3%.

Q10: If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal year?

A: Since the pricing is based on the number of buildings being modelled, the pricing for any contract extension into subsequent years will also be based on the number of new buildings being modelled. However, CB agrees that the base pricing rates will remain the same for the first renewal year.

Q11: Will Cherry Bekaert agree to participate in the Wells One AP Control Payment System?

A: Yes, CB agrees to this.

Q12: Please describe your quickest turn around time if emergency services are needed.

A: As a CPA firm, CB does not normally provide services that would require emergency related building operational services. However, there are instances that our clients require near immediate responses for the tax and or consulting services that we provide. Thus, we can normally respond to our client's inquiries within one business day.

Q13: Will you be able to handle increased volumes of business and/or provide service to additional departments during the course of the contract?

A: Yes, CB can handle increased volumes of business and can work with any department during the course of the contract. It should be noted that our pricing is for the specific Section 179D projects identified as part of this project. Additional services and/or projects would be separately quoted.

Q14: How soon after contract award can you begin providing services?

A: CB can begin working within 48 hours of receiving the signed contract.

Q15: Do you acknowledge, agree and understand that VT cannot guarantee a minimum amount of business if a contract is awarded to your company?

A: CB has provided pricing for this project on the understanding that there are four building to be submitted for certification under the federal IRC Section §179D Energy Efficient Program. As previously stated, CB will bill VT on a Not to Exceed basis, based on the amount of time and expenses that we incur. If there are reductions to the scope of the project, CB will always bill for the amount of time and expenses occurred up to the point of change.

Cordially,



Cherry Bekaert LLP



**Procurement**  
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Blacksburg, Virginia 24061  
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[www.procurement.vt.edu](http://www.procurement.vt.edu)

February 2, 2018

Cherry Bekaert LLP  
Attn: Ronald Wainwright  
P.O. Box 25549  
Richmond, VA 23260

Dear Ronald:

Subject: RFP # 0053399

Thank you for presenting a presentation in response to the subject RFP.

We have reached the point in the evaluation process where we are ready to negotiate as provided for in the RFP.

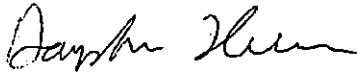
Please respond in writing to the following negotiation questions.

1. Provide an hourly rate sheet for the services provided under this contract and any additional services that may be provided as requested by this contract.
2. Provide a list of all sub-contractors you intend to use to meet the requirements of this contract and what roles they play.
3. Confirm Cherry Bekaert will determine designer and project eligibility for deduction without costs as stated in your presentation.
4. Confirm Cherry Bekaert is OK with changing the proposal to be lump sum with 100% billed. We do not want lump sum not to exceed pricing.
5. Provide a list of all A/E firms that you are currently working with who may be doing work at Virginia Tech.
6. Provide a list of CPA firms that you support for 179D, if any.
7. Provide a typical timeline for completion of analysis and report for VT.
8. Provide a sample of your Engagement Letter including Term and Conditions.
9. Do you acknowledge, agree and understand that VT cannot guarantee a minimum amount of business if a contract is awarded to your company. Each project is building

specific and we cannot guarantee all four buildings will be submitted for certification under the Federal Internal Revenue Code Section 179D Energy Efficient Program.

Please submit your response to negotiation questions numbered 1-9 by 3:00 p.m. on Friday, February 9, 2018. If you have specific questions for us, do not hesitate to contact me at 540-231-1269 or [daysha94@vt.edu](mailto:daysha94@vt.edu).

Sincerely,



Daysha Holmes  
Contracts Specialist  
Telephone: (540) 231-1269

## Holmes, Daysha

---

**From:** Sean O'Leary <SO'Leary@cbh.com>  
**Sent:** Friday, February 9, 2018 1:44 PM  
**To:** Holmes, Daysha  
**Cc:** Ron Wainwright  
**Subject:** RE: RFP #0053399 for Energy Policy Act of 2005 Consultant Services  
**Attachments:** Negotiation Questions Responses - Cherry Bekaert LLP.pdf; Business Terms and Conditions.pdf

Hello Daysha,

Please see our responses to the negotiation questions attached to this email.

Thank You and please let us know if you have additional questions.

Thanks,

Sean

---

**From:** Holmes, Daysha [mailto:daysha94@exchange.vt.edu]  
**Sent:** Friday, February 2, 2018 2:24 PM  
**To:** Ron Wainwright <RWainwright@cbh.com>; Sean O'Leary <SO'Leary@cbh.com>  
**Subject:** RE: RFP #0053399 for Energy Policy Act of 2005 Consultant Services

Good afternoon Ron and Sean,

Thank you again for taking the time to come and present. We appreciate it. I have attached a few negotiation questions that the committee had for you. I have attached the word document version as well so it's easier to write on. If you can please have these questions answered by next Friday, February 9<sup>th</sup>, that'll be great!

Thanks and have a great weekend!

*Daysha Holmes*

Contracts Specialist  
Procurement Department (0333)  
300 Turner Street NW Ste 2100  
Blacksburg, VA 24061  
P: 540-231-1269  
E: [daysha94@vt.edu](mailto:daysha94@vt.edu)

---

**From:** Ron Wainwright [mailto:RWainwright@cbh.com]  
**Sent:** Friday, January 26, 2018 12:54 PM  
**To:** Sean O'Leary <SO'Leary@cbh.com>; Holmes, Daysha <[daysha94@exchange.vt.edu](mailto:daysha94@exchange.vt.edu)>  
**Subject:** RE: RFP #0053399 for Energy Policy Act of 2005 Consultant Services

No problem – we look forward to meeting with you on Monday –



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February 2, 2018

Cherry Bekaert LLP  
Attn: Ronald Wainwright  
P.O. Box 25549  
Richmond, VA 23260

Dear Ronald:

Subject: RFP # 0053399

Thank you for presenting a presentation in response to the subject RFP.

We have reached the point in the evaluation process where we are ready to negotiate as provided for in the RFP.

Please respond in writing to the following negotiation questions.

1. Provide an hourly rate sheet for the services provided under this contract and any additional services that may be provided as requested by this contract.

Cherry Bekaert LLP's (CB) billing rate is \$175.00/hr.

2. Provide a list of all sub-contractors you intend to use to meet the requirements of this contract and what roles they play.

CB intends to use the following subcontractors:

- a. Walker Reid Strategies, Lake Worth, FL 33467
- b. The Jennings Denovich Group, Acworth, GA, 30101
- c. Danto Builders, Fort Lauderdale FL, 33303

3. Confirm Cherry Bekaert will determine designer and project eligibility for deduction without costs as stated in your presentation.

As part of the certification process, and in conjunction with our engineers and the designers, CB will assume responsibility for determining the primary designers of each building. CB will perform this task as part of the services provided as part of this project.

- Confirm Cherry Bekaert is OK with changing the proposal to be lump sum with 100% billed. We do not want lump sum not to exceed pricing.

CB understands that VT **does** want lump sum pricing. As a clarification, our proposal is a \$45,000 maximum not to exceed fee, for which we will bill VT for only the time and expenses incurred at our standard billing rates. Thus, if our work is concluded or terminated prior to reaching the \$45,000 maximum we will only bill for the amount actually performed on the project.

CB is providing lump sum pricing for this project and will not bill VT in excess of \$45,000 for this project.

- Provide a list of all A/E firms that you are currently working with who may be doing work at Virginia Tech.

Due to confidentiality requirements, CB is not permitted to disclose the names of any A/E firms that has engagements with.

- Provide a list of CPA firms that you support for 179D, if any.

CB is a CPA firm and works with numerous A/E firms throughout the country to complete Section 179D projects. We don't have any existing relationships with other CPA firms to collaborate on Section 179D projects.

- Provide a typical timeline for completion of analysis and report for VT.  
The typical tasks and time involved with completing the projects are outlined below. CB can execute this project within a total of 8-10 weeks.

Task	Responsible Party	Task Duration	Notes
Project Kickoff	CB, VT Project Champions	1 day	Begins within 1 week after receipt of Signed Engagement Letter
Info Gathering	VT	2 weeks	Drawings, specifications, calculations
Engineering and Modelling	CB	4 weeks	Begins after receipt of drawings, specifications, etc.
Schedule Site Visits	CB, VT Project Champions	1 day	Begins after Modelling is complete
Site Visits	CB and VT	2 days	Agreed upon date
Certification Report(s)	CB	1 week	After site visit is completed

Signed Allocation Forms	VT	1 week	After certification reports are delivered
Consultations with Tax Applicant	CB and Tax Applicant	varies	Occurs after Allocation Forms are signed, at convenience of Applicant

8. Provide a sample of your Engagement Letter including Term and Conditions.

Enclosed as a separate attachment to this document.

As a note, per the request of VT, CB agrees to revoke the requirements of the Terms and Conditions previously provided to VT.

9. Do you acknowledge, agree and understand that VT cannot guarantee a minimum amount of business if a contract is awarded to your company. Each project is building specific and we cannot guarantee all four buildings will be submitted for certification under the Federal Internal Revenue Code Section 179D Energy Efficient Program.

CB acknowledges that VT cannot guarantee a minimum amount of business on this contract.

As stated earlier, CB will only bill for time and expenses incurred on projects provided to CB by VT.

Please submit your response to negotiation questions numbered 1-9 by 3:00 p.m. on Friday, February 9, 2018. If you have specific questions for us, do not hesitate to contact me at 540-231-1269 or [daysha94@vt.edu](mailto:daysha94@vt.edu).

Sincerely,

Daysha Holmes  
 Contracts Specialist  
 Telephone: (540) 231-1269