



**REQUEST FOR PROPOSAL (RFP)
RFP # 238:16-17:0062**

Issue Date: January 20, 2017

Title: Design/Build Services: Mobile Art Museum

Commodity Code(s): 90625 – Design Build Services

Due Date: February 28, 2017 at 2:00 p.m. EDT

Pre-Proposal Date: February 1, 2017 at 10:00 a.m. EDT, MANDATORY, SEE SECTION III

Deadline for Questions: February 8, 2017

Issuing Agency: Commonwealth of Virginia **(US Mail or Express Delivery ONLY)**
 Virginia Museum of Fine Arts
 Department of Procurement
 200 N. Boulevard
 Richmond, VA. 23220

**Virginia Museum of Fine Arts (Hand Delivery ONLY)*
 Department of Procurement
 201 N. Boulevard
 Richmond, VA. 23220

**Administrative offices across the street from the museum at the corner of N. Boulevard and Grove Ave.*

All inquiries for information should be directed to Ashley Yavorsky, VCO, Manager of Procurement, at ashley.yavorsky@vmfa.museum or (804) 340-1545.

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name And Address Of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature In Ink)
_____ Zip Code: _____	Name: _____
eVA Vendor ID or DUNS #: _____	(Please Print)
Fax Number: (____) _____	Title: _____
E-mail Address: _____	Telephone Number: (____) _____
SWaM Designation: ___S ___W ___M ___O	DSBSD Certification No: _____

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

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I. PURPOSE:

- A. The purpose of this Request for Proposal, hereinafter referred to as "RFP", is to solicit sealed proposals to establish a contract with one qualified vendor, hereinafter referred to as "Contractor," to provide design and build services for a mobile art museum utilizing the current tractor and trailer currently owned by the Virginia Museum of Fine Arts, herein after referred to as, "VMFA" or "the Agency." This turnkey project will include a complete design and build out of the current trailer into a cutting edge mobile art museum, which will include interactive technology while meeting art conservation standards.
- B. For ease of reference, each vendor or company receiving this RFP is referred to as an "Offeror(s)" and the Offeror selected to provide services for VMFA is referred to as the Contractor. This RFP states the instructions for submitting proposals, the procedures and criteria by which an Offeror's proposal will be evaluated and the terms and conditions by which the VMFA proposes to govern the agreement between it and the selected Contractor.
- C. The VMFA intends to solicit and award, if feasible, a contract in a compressed time frame. Anticipated schedule is:

Issue solicitation	January 20, 2017
Pre-proposal Conference Date	February 1, 2017
Deadline for Questions	February 8, 2017
RFP Closing Date	February 28, 2017
Evaluations	March 2017
Negotiations and Contract Award	March-April 2017

The VMFA may, at its discretion, increase the time required to evaluate and award this project.

II. BACKGROUND:

- A. The Virginia Museum of Fine Arts (VMFA) is an agency of the Commonwealth of Virginia which has the mission, "to collect, preserve, exhibit, and interpret art, to encourage the study of the arts, and thus to enrich the lives of all." In this endeavor, the Museum is charged with the care of a Fine Arts Collection and facilities.

Unique among art museums, the VMFA is charged not only with welcoming visitors to its Richmond campus, but with extending its mission to enrich lives through the arts even to the furthest corners of the Commonwealth. With its newly adopted FY 2016-20 Strategic Plan, the VMFA will endeavor to embrace this responsibility even more fully through *VMFA on the Road*, a mobile art museum and learning center designed to provide meaningful art experiences to all Virginians.

In 1953, VMFA was among the first museums in the world to create what was then called the Artmobile. During its lifetime, the Artmobile program circulated 60 exhibitions and served over 2.5 million people. Due to scientifically-founded conservation concerns related to traveling fragile works of art, this program was abandoned in the early 1990's in favor of developing stronger partnerships with schools, community centers, and museums around the state. Since that time, museums around the country and throughout the world, have embraced new adaptations of this approach which engage new audiences with mobile museum experiences. As the originator of the concept, the VMFA should offer a truly 21st-century version of its famous creation. Working with a now robust network of more than 1,000 statewide partner organizations, *VMFA on the Road* is poised to be even more impactful than its predecessor.

B. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE

It is the goal of the VMFA that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. "Small businesses" are those which have received certification from the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of proposals, including those small businesses (including micro) which also have been certified as women-owned and/or minority-owned.

All offerors are required to submit a Small Business Subcontracting Plan (Attachment B). Unless the offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. If small business subcontractors

are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

C. GENERAL INFORMATION

The VMFA is considering proposals that provide complete design oversight from concept to construction documents, anticipated schedule for design and construction, and estimates of cost for the design and build out of the mobile art museum. The VMFA desires to launch *VMFA on the Road* in early 2018.

III. **MANDATORY PRE-PROPOSAL CONFERENCE:**

A mandatory Pre-Proposal Conference will be held on **Wednesday, February 1, 2017 at 10:00 AM** at:

Virginia Museum of Fine Arts
Founder's Conference Room
200 N. Boulevard
Richmond, VA 23220

Vendors planning to attend should enter through the museum's main entrance and check-in at the security desk.

Attendance via teleconference is also available. To attend via teleconference dial 866-842-5779 and enter the conference code 8043401504 followed by the "#" sign.

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all offerors having a clear understanding of the scope of work and requirements of this solicitation, **attendance at this conference will be a prerequisite for submitting a proposal**. Proposals will only be accepted from those offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster or recorded as being present via teleconference. No one will be admitted after 10:10 AM EDT.

Bring a copy of the RFP with you. Any changes resulting from this conference will be issued in a written addendum to the RFP. Inquiries as a result of the pre-proposal conference will be accepted in writing until February 8, 2017 to ashley.yavorsky@vmfa.museum, and addressed in an addendum provided to all attendees. Inquiries received after this date may not be considered.

The Pre-Proposal Conference will include a site visit of the tractor-trailer. Offerors are encouraged to bring cameras, measuring devices, or other equipment when viewing the space. This will be the only site visit offered prior to receipt of proposals. For those attending via teleconference, photos of the tractor-trailer will be made available. Claims as a result of failure to inspect the jobsite will not be considered by the VMFA.

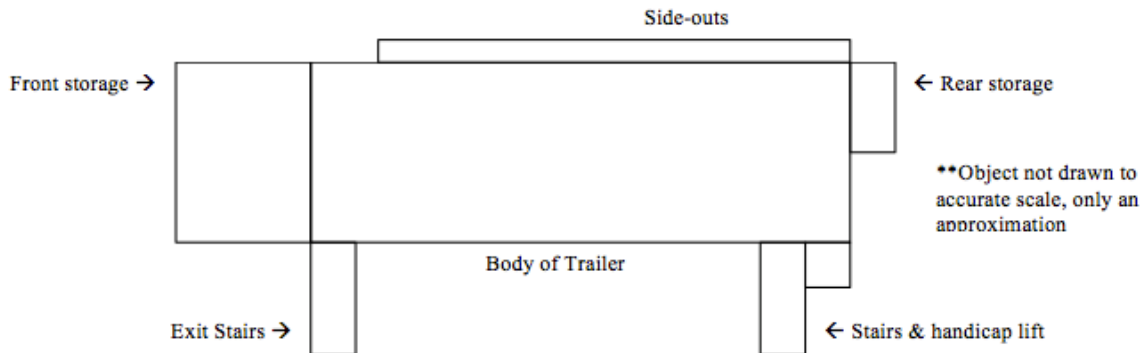
IV. **STATEMENT OF NEEDS:**

The Contractor shall provide all labor, materials, and related resources necessary to provide design and build services of the mobile art museum for VMFA.

A. TRAILER INFORMATION

1. The trailer is a 53 foot long, approximately 640 square feet, 2004 trailer manufactured by Featherlite.
2. The trailer is currently empty and has been torn down to the walls except for some partial flooring, which shall be removed or built over.
3. Once the center section is extended there is approximately 640 square feet of usable space. Consideration must be given to the space required for the mid-section to move in and out of the trailer and the possibility of the floor section folding up for travel.

4. The current set up covers ADA compliance via a detachable wheelchair lift that is stored in a front area storage space within the trailer. This is accessible from outside via a separate door. It will be the Contractor's responsibility to ensure ADA compliance of the final product.
5. The trailer has been regularly maintained and is currently road worthy. It will require normal regular maintenance.
6. The source of power for the trailer is a generator attached to the rear of the 2007 Volvo tractor. It is the intent of the VMFA to utilize this source of power in the new design.
7. Currently the trailer contains regular work lighting, powered by the external generator. It is anticipated that new wiring for electricity and digital components will be required.



B. GENERAL DESIGN CONSIDERATIONS

1. The Contractor shall provide all labor, tools, materials, equipment and incidentals necessary to provide changeable exhibition design services. The VMFA desires the ability to easily and safely store changeable exhibit walls and materials that will withstand road conditions.
2. The Contractor shall provide specifications which reflect current requirements, standards, and product availability.
3. There is a storage space at the front of the truck, which should be considered as space to store materials while the truck is in motion, or to store electrical components for the exhibits, or to store any materials needed for the handicap lift. There is also storage space at the back of the truck, although this space is considerably smaller.
4. The trailer includes a separate wheelchair lift that is stored on-board along with other materials for visitor platform, stairs, wrap for the bottom of trailer, etc. VMFA desires a winch or other solution be designed and installed to make the removal and replacement of these materials easy for one person.
5. Interior and exterior photographs will be provided to all pre-proposal conference attendees.
6. Art objects are intended to be primarily photographs and prints, but may include 3-dimensional objects, and shall be maintained to achieve current conservation standards.
7. VMFA anticipates changing the exhibition every 12-18 months. The basic design shall allow this change to occur with minimum retooling. Any use of modular systems should be discussed and included in the Offeror's proposal.
8. The exhibition space shall allow for the installation of up to three digital monitors inside the trailer, plus one additional monitor to be located in-wall for outside viewing.

9. The space shall allow for easy adaptation, as the exhibit may include 1-4 art objects, a digital exploration space, a maker space, a more open-form exploration area, and/or a hands-on environment that will have the ability to be transformed into a small area for row seating. VMFA intends for the space to accommodate a class of 25 students to view and interact within the space and be adaptable so that larger groups of ongoing visitors at festivals can enter the gallery, view and interact with the digital components and then exit the rear of the trailer.
10. Distance Learning on the Truck: The truck should have capability to host VMFA's Evans Distance Learning Program, which will provide free, interactive and immersive learning opportunities for students in grades 6-12 and in community colleges. Students will interact in real-time with a VMFA educator broadcasting live in the museum's galleries via a mobile studio. Using mobile equipment rather than a fixed studio space allows the instructor to virtually guide the class through the museum environment, offering discussion around authentic objects on view. Digitized images and related primary resources can be interwoven throughout the visit, enhancing the participants' understanding of the object in context and connecting it to the class's area of study. To receive the program, the truck needs to have a dedicated internet line, a screen, camera, laptop, projector, and two-way audio communication. The truck should also be able to stream pre-recorded sessions. All of this will be available through the VMFA Learn Portal on the VMFA website. In addition to Evans DLP, VMFA is exploring the possibility of virtual gallery experiences via Google Cardboard for students. The truck should also include charging stations and storage for a classroom set of Google Cardboard Headsets and phones that the *VMFA on the Road* educator can either take into the school or a class could experience on the truck depending on the exhibition.
11. Mobile WIFI Hot Spot: The truck should be a mobile WIFI hot spot. This will enable visitors to engage with the truck's social media platforms in the moment while they are on the truck or while they are waiting to go inside the truck.
12. Exterior Design of the Truck: The exterior design of the truck will include application of imagery on trailer and truck. Most other examples of any kind of comparable truck we could find (The Ann Simpson Artmobile, The Eric Fischl Traveling Art Show, The Kindergarten Truck, and numerous mobile galleries) had bright, eye-catching exteriors that effectively reflected the interiors of the trucks. By using bright colors and large, bold graphics, these trucks stood apart from their counterparts on the road and were more likely to attract visitors. Additional examples include the Rodi Mobile Gallery and the Hotbox Mobile Gallery, both of which have very clean, simple, adaptable interior spaces with bold, colorful exteriors.

C. EXHIBITION NARRATIVES

The VMFA has planned two exhibition narratives for the first 2-3 years of *VMFA on the Road's* inception. The debut exhibition will celebrate VMFA's long standing artist fellowship program. The following exhibit will explore the photographic experience and take the visitor through the history of photography and immerse them in a 3D stereographic experience. The Offeror shall use these two narratives as a focus of their proposal, showing how the design can transform from year to year to meet different exhibition conceptualizations. These narratives are included as Attachment D to this RFP.

D. CONSERVATION AND SECURITY STANDARDS

1. Care for all art objects on board is essential. Temperature and humidity must be maintained throughout the full gallery space while the trailer is set up as an open gallery. Art objects must be stored in a separate on-board storage space, which can be maintained 24/7, a set of microenvironment cases/wall cases, or other suitable solutions. Current plans call for use of 2-d works including prints and photographs, but may include 3-dimensional objects at some point.
2. VMFA requires that art works be exhibited/stored in a stable environment. It is desired that this environment varies no more than a temperature of $72^{\circ} \pm 4^{\circ}$ and relative humidity of $50\% \pm 10\%$ during a 24 hour period. A means of continual monitoring of the art work environment should be included.

3. We must be able to control light levels in the display areas of the trailer galleries. Depending on the material of the object on display, light levels required by the VMFA range from a maximum of 3 to 55 footcandles and will be specified for each object to be displayed. All light must be filtered for ultraviolet radiation.
4. The trailer will be inspected by VMFA security staff and must comply with requirements for fire detection, fire suppression, and security. Exterior doors must be fitted with audible alarms. A closed-circuit TV system must be in place and allow monitoring during all open hours. Other specific security arrangements will be determined based on the configuration of the gallery space and characteristics of artworks to be shown in each exhibition.

E. DESIGN DELIVERABLES

The design process will consist of four stages, each with required submissions that must be approved by the VMFA before proceeding to the next stage. It is desired that each stage will take no more than three (3) months for completion, including VMFA review and feedback.

1. **CONCEPTUAL DESIGN:** The Offeror shall use the narratives outlined in Attachment D to present a general conceptual design for a system that is flexible enough to meet the objectives outlined in this RFP. This concept shall be presented in the Offeror's proposal. Upon award of a contract, the contractor shall gain a clear understanding of the project vision, the VMFA's objectives, and the roles of other project team members and stakeholders. Work in this phase shall focus on preparing a solid foundation for all work that follows, revising as needed existing concepts. This phase will include an introductory meeting in Richmond, VA that will refine the initial concept and act as a kick-off to Schematic Design. Deliverable: a Project Brief that reflects any revisions to the initial concept as presented in this proposal.
2. **SCHEMATIC DESIGN:** This phase of design will build on the concepts in place and begin the process of refining those concepts. At the completion of this stage Contractor shall provide:
 - a. A written design walk-through
 - b. Graphic representations of a sample exhibit component, addressing media style and appearance, including colors
 - c. Identification of major structural and visual elements of the exhibit
 - d. Exhibit visualization for each major component of the exhibit (introductory space, gallery space, and interactive space)
 - e. A Class B budget estimate for production and installation. As used in this RFP, a Class B budget means a good-faith estimate derived from a clear understanding of the elements of the project.

NOTE: Exhibit text to be provided as the process progresses; all text and scripts will be provided prior to the beginning of Final Design development.

3. **FINAL DESIGN:** This phase, broken into two parts, will prepare the design package for production.
 - a. Part I: The Contractor will prepare and submit a 50% Design Development report that will:
 - i. Incorporate earlier approved narrative and graphic elements from the Schematic submission.
 - ii. Portray the comprehensive exhibit plan.
 - iii. Provide sample graphic layouts/typography/graphic approach for 50% of the exhibit elements.
 - iv. Propose finish, material, and color selections.
 - v. Provide visual representation and/or narrative description of integrated elements of the exhibit, including A-V, film, interactives, and graphics.
 - vi. Identify all proposed paintings, prints, objects and other display components of the exhibit.
 - vii. Identify specialty items like cases, modular systems, storage solutions or other elements that have special and/or cost implications.
 - viii. Include a preliminary budget for production and installation.
 - ix. Identify all audio-visual and interactive components, including technical specifications.

- b. Part II: The Contractor will submit a Final Design Development package that includes a Class A production budget, specifications and production drawings for all elements of the exhibits, from software to furnishings to graphic panels to interactives and micro-environments. As used in this RFP, a Class A production budget means a detailed and final budget derived from the Final Design Development package.

F. PRE-PRODUCTION

Work in the Pre-Production phase includes all tasks necessary to prepare the approved design for production, including production planning, design and content revisions necessary for production, final graphic production files, shop drawings and technical specifications, production samples, prototypes, and mock-ups. The contractor will also prepare a final installation schedule and submit proofs for final review.

G. FABRICATION

The successful Contractor will be responsible for providing all labor, tools, materials and other incidentals necessary to deliver and install the final approved mobile art museum design package. Specifically, the Contractor shall:

1. Provide a competent, well trained and experienced staff that exhibits professionalism and service excellence. The Contractor shall provide on-site supervision at all times. The project manager or supervisor shall be fluent in English and be able to act on behalf of the Contractor.
2. Be responsible for the conduct of all Contractor and subcontractor personnel.
3. Be responsible for the following deliverables:
 - a. Coordination, submittals, and reviews with VMFA staff.
 - b. Project management and coordination for project, providing meeting minutes and production schedules.
 - c. Any de-installation or demolition required as a result of the final approved design package.
 - d. Complete fabrication and installation included in the final approved design package, to include any cabinetry, panels, platforms, casework, kiosks containing computer equipment, vitrines, or other elements that constitute the basic structural elements of the exhibits.
 - e. All custom fabrication and construction included in the final approved design package.
 - f. All finishing, painting, and custom surfaces in the final approved design package.
 - g. All procurement or production and installation of graphics panels, labels, and signage in the final approved design package.
 - h. Acquisition and installation of all lighting equipment, fixtures, and lamps in the final design package.
 - i. Installation of all monitors projectors, projection surfaces and equipment for custom media.
 - j. Coordination and cooperation with VMFA project management and any other contractors.
 - k. Thorough testing of all electrical, electronic, and mechanical devices; this includes lighting.
4. Provide an operational training session, maintenance kit, manual, and instructional video to the staff for *VMFA on the Road* upon completion of exhibit installation.
5. Ensure the exhibit and all elements are sturdy and effective for travel in a tractor-trailer. Exhibits shall be self-contained, unable to shift or fall during travel, and shockproof so as not to fail after travel.
6. Ensure that the exhibit meets ADA mandates for mobile exhibits, and includes emergency exits, steps, ramps, or other means of entrance and egress that can be stored in a self-contained manner during travel or when the exhibit is not in use.
7. Warrant all work for defects in workmanship and materials for one year and shall provide a maintenance contract for three years thereafter.

8. The Contractor is not responsible for:

- a. Object installation
- b. Custom media production

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to the VMFA Office of Procurement. No other distribution of the proposal shall be made by the Offeror. Electronic submissions will not be accepted.
2. 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 VMFA 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 VMFA. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
3. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
4. Proposals should be organized in the order in which the requirements are presented in the RFP.
 - a. All pages of the proposal should be numbered.
 - b. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP.
 - c. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP.
 - d. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page.
 - e. The proposal should contain a table of contents which cross-references the RFP requirements.
 - f. 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.

5. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
6. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
7. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State 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, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at

the time the data or other material is submitted. The written notice must specifically identify the data or 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 will result in rejection of the proposal. If, after being given reasonable time the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

8. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the VMFA. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The VMFA will schedule the time and location of these presentations. Oral presentations are an option of the VMFA and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

1. TAB 1: TABLE OF CONTENTS

- a. The Offeror's response shall have a Table of Contents referencing the response contents by tab to the appropriate pages. Information 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 or appendices.

2. TAB 2: PROJECT UNDERSTANDING AND SCHEDULE

- a. Include a written narrative statement that includes the Offeror's understanding of the work to be performed under this contract, and the Offeror's understanding of needs of this contract.
- b. A projected schedule to meet specified requirements.

3. TAB 3: OFFEROR QUALIFICATIONS AND PORTFOLIO

- a. Offeror's must demonstrate that they have the expertise, experience, personnel and resources necessary to meet the requirements described herein. The Offeror is advised to submit any information, which documents successful and reliable experience to meet VMFA's needs. A concise, but thorough description of relevant experience for each individual of the proposed project team is desired. Such information must include, but is not limited to:
 - Three (3) examples of similar projects successfully executed and completed in the past five (5) years.
 - Favorable and relevant reference letters from three (3) current or former clients within recent years. The VMFA will verify the reference letters of the top Offeror prior to award.
 - Primary proposed team to manage the project with responsibilities and contact information, including senior members.
 - Key personnel biographies or resumes and if applicable, provide credentials or resumes of key subcontractors.
 - Brief overview of services and capabilities.
 - Key resources applicable to the work described herein; i.e. work completed in house versus outsourced.
- b. Capacity to Perform Work: Offeror must demonstrate that its staff size and current workload will not interfere with its capabilities to meet the requirements described herein.

4. TAB 4: CONCEPTUAL DESIGN AND APPROACH TO PROJECT

- a. Offeror shall provide their proposed conceptual design based on the requirements of VMFA described herein. The design shall address the Offeror's proposed solution for the elements described in the Statement of Needs.
- b. Describe the overall approach to accomplishing the tasks described herein.
- c. Provide an estimated itemized budget to execute the proposed design.

5. TAB 5: COST PROPOSAL

- a. Offeror shall include a total cost proposal for the design/build of the mobile art museum. The cost proposal shall include the Offeror's design fees to deliver a final approved design package and list separately the cost associated with full execution of the proposed design.

6. TAB 6: REQUIRED ATTACHMENTS

- a. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- b. Contractor Data Sheet, included as Attachment A to this RFP.
- c. Small Business Subcontracting Plan, included as Attachment B to this RFP
- d. State Corporation Commission Form, included as Attachment C to this RFP.

VI. EVALUATION AND AWARD CRITERIA:

- A. Each proposal will be evaluated for full compliance with the RFP instructions and the mandatory terms and conditions set forth within the RFP document. The objective of the Evaluation Committee will be to recommend the Contractor(s) who is most desirable to the herein described needs of the VMFA. The proposals shall be evaluated by the VMFA using the following criteria:
 1. Demonstrated experience and qualifications of company to provide services **(15 Points)**
 2. Specific plans and methodology for design/build of mobile art museum, including conceptual design **(30 Points)**
 3. Proposed Schedule **(20 Points)**
 4. Cost **(15 Points)**
 5. Supplier Diversity, SWaM Subcontracting Plan **(20 Points)**
- B. AWARD OF CONTRACT: 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 Proposals, including price, if so stated in the Request for Proposals. Negotiations shall 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, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, 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 the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).
 2. **To Subcontractors:**
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.

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

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

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

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

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state bid/offer prices in US dollars.
- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- BB. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth Pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

VIII. SPECIAL TERMS AND CONDITIONS:

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **ADVERTISING:** The contractor shall not state in any of its advertising or product literature that the VMFA has purchased or uses any of its products or services, and the Contractor shall not include the VMFA in any client list in advertising and promotional literature without the prior written consent of an authorized representative of the VMFA.
- C. **CONFIDENTIALITY:** The Contractor, its officers, agents, and employees or any of its subcontractor(s) agrees not to share any and all work produced during and following the term of this agreement, except to the Agency, and will not divulge publicly any work done under this agreement without the Agency's written consent.
- D. **COPYRIGHT:** No vendor may copyright any work contracted for by the Commonwealth and produced for the Commonwealth.
- E. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth.
- F. **eVA ORDERS AND CONTRACTS:** It is anticipated that the contract will result in one (1) purchase order per with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to

reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- G. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Office of Procurement prior to the designated date and hour. The official time used in the receipt of proposals is that of the time on the Official Purchasing Clock in the Office of Procurement. Proposals received in the Office of Procurement after the date and hour designated are automatically disqualified and **will not be considered**. The VMFA is not responsible for delays in the delivery of mail by the U.S. Postal Service, express services, or the internal VMFA mail system. **It is the sole responsibility of the Offeror to ensure that its proposal reaches the Office of Procurement by the designated date and hour.**

Proposal receipts and openings scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.

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

From:			
	Name of Offeror	Due Date	Time
		238:16-17:0062	
	Street or PO Box Number	RFP No.	
		Design/Build Services: Mobile Art Museum	
	City, State, Zip Code	RFP Title	
Name of Purchase Officer: Ashley Yavorsky, Manager of Procurement			

- I. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- J. **PERFORMANCE AND PAYMENT BONDS:** The successful Contractor shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award.
- K. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- L. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the VMFA. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the VMFA 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 its subcontractor(s) and shall assure compliance with all requirements of the contract.
- M. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is \$750,000 or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by offeror within any 12-month period

is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

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

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

- N. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- O. **AS BUILT DRAWINGS:** The contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- P. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- Q. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- R. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- S. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- T. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- U. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one year following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

- V. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- W. **E-VERIFY PROGRAM:** Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- X. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
1. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
 2. Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
- Y. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** The Commonwealth of Virginia General Conditions of the Construction Contract, form DGS-30-054, are hereby incorporated by reference.

IX. METHOD OF PAYMENT:

Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of valid invoice and verification of satisfactory goods/services received and/or completion of work. Invoices shall be submitted to the address listed on the contract or purchase order for all items completed within the designated contract period.

Payment schedule shall be tied to key deliverables and will be finalized during negotiations prior to contract award. Contractor shall provide a proper invoice for each milestone set in the finalized payment schedule.

A. Sample Payment Schedule for Design Services

20% upon completion of Conceptual Design Deliverables
50% upon completion of Schematic Design Deliverables
100% upon completion of Final Design Deliverables

B. Payment Schedule for fabrication services will follow the process of DGS Form CO-12, SCHEDULE OF VALUES and CERTIFICATE FOR PAYMENT.

X. ATTACHMENTS:

- A – Contractor Data Sheet
- B – Small Business Subcontracting Plan
- C – State Corporation Commission Form
- D – Exhibition Narratives
- E – Trailer Rendering

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