Institute for Advanced Learning & Research (IALR)
REQUEST FOR PROPOSAL (RFP)
RFP #101312

ISSUE DATE: October 13, 2012

TITLE: General Contractor Services-Greenhouse Site Work and Head House Finish Out

ISSURER: Institute for Advanced Learning & Research
150 Slayton Avenue
Danville, VA 24540

SEALED PROPOSALS WILL BE RECEIVED UNTIL October 31, 2012 at 2:00 p.m. in the Business Operations Office, 150 Slayton Avenue, Danville, VA 24540.

FOR FURNISHING THE GOODS/SERVICES DESCRIBED HEREIN.

A pre-bid meeting will be held at 2:00 p.m. on Thursday, October 18, 2012, at The Institute for Advanced Learning and Research, 150 Slayton Avenue, Danville, VA.

All Inquiries for RFP Submission Requirements, Scope of Work, and Specifications Information Should Be Directed To: Nancy Eanes, 434-766-6757, email: nancy.eanes@ialr.org

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO:
Institute for Advanced Learning & Research
ATTN: Procurement Office/Nancy Eanes
150 Slayton Avenue
Danville, VA 24540

IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:
Institute for Advanced Learning & Research
Procurement Office/Nancy Eanes
150 Slayton Avenue
Danville, VA 24540

NOTE: DO NOT LEAVE PROPOSALS AT RECEPTIONIST’S DESK IN MAIN LOBBY.

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

NAME AND ADDRESS OF CONTRACTOR:

____________________________________ DATE: ____________________________

____________________________________

____________________________________

____________________________________

____________________________________

Fed ID No:___________________________ TITLE: ____________________________

EMAIL: ______________________________ PHONE: ____________________________

FAX: ______________________________

LATE PROPOSALS WILL BE SUBJECT TO REJECTION
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I. PURPOSE OF RFP:

The Institute for Advanced Learning & Research (IALR) invites proposals from qualified general contractors or companies for providing General Contractor Services to prepare the greenhouse site and finish and trim out interior head house. Greenhouse supplier will manufacture and install greenhouse including exterior head house. The General contractor will provide and manage the site preparation such as grading, concrete base for the greenhouse, all electrical, plumbing, gas hookups, telephony conduit installation, and mechanical work associated with the head house. The Scope of work will be amended as needed after the pre-bid meeting to reflect the details of the work to be done.

II. BACKGROUND:

The IALR was created by the Commonwealth of Virginia in 2002 as a political subdivision of the Commonwealth of Virginia for the purpose of seeking to diversify the Southside region’s economy. The IALR is envisioned to develop and attract technology and talent critical to the region’s economic transformation through strategic research, advanced learning programs, conference activities, community outreach programs, and technology infrastructure development. The IALR is led by a fifteen person Board of Trustees. The IALR’s partners include Virginia Tech, Averett University, Danville Community College, and Future of the Piedmont Foundation, Danville Regional Foundation, Pittsylvania County, City of Danville, the local K-12 school systems, and other program partners. The IALR facility, which opened in 2004, includes 93,000 square feet of research, classroom, conference, and office space equipped with state-of-the-art information technology.

III. STATEMENT OF NEEDS:

The Institute for Advanced Learning and Research will be contracting with a greenhouse supplier to furnish and erect a pre-fabricated greenhouse at its 150 Slayton Avenue, Danville, VA, site. The IALR needs a general contractor who will provide the work and management needed to prepare the site, finish and trim out the head house and work directly with the greenhouse supplier during the installation. The Scope of Work will be altered as needed after the pre-bid meeting with the greenhouse supplier.

IV. SCOPE OF WORK: (Scope of Work to be finalized after the pre-bid meeting)

The General Contractor will:

- Provide on-site supervision for all trades while all work is ongoing.
- Provide trash/demolition receptacles during the project.
- Provide general liability and builders risk insurance during the project.
- Provide permits and inspections as needed (general contractor will pay for all permits and inspections).
- Provide project management during the project.
- Provide ongoing and final clean up for the project.
- Provide site grading.
- Locate and make connections to the underground utilities for connections.
- Prepare for and have the concrete pad poured per greenhouse supplier’s specifications.
- Provide all electrical, mechanical, plumbing and gas work needed for the greenhouse.
- Provide and install conduit for telephony.
- Install and finish interior walls.
- Provide all electrical, mechanical, plumbing and gas needed for head house.
- Provide and install doors in head house.
- Provide and install wipeable ceilings, lights, and the necessary insulation in head house.
- Provide and install materials needed for 1 office, 1 mechanical room and 1 central divider wall in head house.
- Provide the necessary curb, gutters and storm drains.
- Provide concrete or stone walkway/sidewalk.
- Provide road installation and/or improvements as specified by owner.
- Work closely with the greenhouse supplier to ensure the construction work is done to the specifications required to assure complete satisfaction of the IALR.
Remove any existing curb/road needed for greenhouse site work.
- Work with cabinet and casework manufacturers and installers in the head house.
- Install owner specified plumbing along central divider wall in head house.
- Install secondary emergency lighting as specified by owner.
- (SEE ATTACHMENT A FOR THE INFORMATION ON THE GREENHOUSE and Head House).

V. CONTRACT ADMINISTRATOR:

A. The IALR Deputy Director shall serve as the Contract Administrator. This person will be authorized to administer all work performed in conjunction with the contract and shall serve as the interpreter of the conditions of the contract. The Contract Administrator shall have authority to approve changes in the Scope of Work or changes which call for an extension of time and shall work directly with the Contractor in providing general direction under the contract specifications.

The Contract Administrator is authorized to use all powers under the contract to enforce its faithful performance. The Contract Administrator shall have authority to make changes in the contract terms or prices and any such changes shall be issued as a written amendment to the contract.

B. The Contract Administrator, or designee, will make daily inspections of the work site and the work in progress. Any discrepancies noted will be recorded in writing along with the time and date of the inspection. If there were any deficiencies noted, the Contract Administrator will provide a copy of the report to the Contractor. Minor deficiencies shall be corrected as soon as possible. The Contract Administrator shall contact the Contractor within two hours of discovery of any major deficiencies, which shall be corrected immediately after notification. The Contract Administrator will keep the inspection records on file for a period of one year.

C. The Contract Administrator will use reasonable and prudent judgment in determining what is minor or a major discrepancy.

D. The Contract Administrator and ISRR Director will meet at least weekly with the Contractor or the Contractor’s designated representative to discuss quality or work and work progress. This schedule may be modified as deemed necessary by the Contract Administrator or ISRR Director representative based on performance of the Contractor.

E. The IALR Project Manager will be the IALR Senior Director. The IALR Project Inspectors will be the IALR Maintenance Technician and the ISRR Director. The IALR Senior Director and Project Inspector will make daily inspections of the work site and the work in progress. Any discrepancies noted will be recorded in writing along with the time and date of the inspection.

VI. CONTRACTOR’S AND SUBCONTRACTOR’S EMPLOYEES:

A. The Contractor shall certify that it understands that the following acts by the Contractor, its employees, and/or subcontractors performing services at the IALR site are prohibited:
- The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and any impairment or incapacitation from the use of alcohol or other drugs for legitimate medical purposes as well as the lawful consumption of prescription drugs that may impair the actions and judgments of the contractor’s employees are also prohibited.

B. Contractor’s employees appearing to be under the influence of alcohol or unlawful drugs shall not be permitted on IALR property. Contractor’s employees appearing to be impaired due to prescription drugs shall not be permitted on IALR property.

C. All selected Contractor’s personnel must be readily identifiable by uniform or by other easily identifiable insignia, and carry identification cards with them while on the IALR property.
D. No loud or boisterous conduct will be permitted. No radios or portable music devices will be permitted. The building is “Smoke Free” and no smoking inside the building will be permitted or within 25 feet outside of the buildings.

E. No visitors, wives, husbands or children of the Contractor’s employees will be allowed at the work site during the employee’s working hours, unless they are bona fide employees of the Contractor or are on the property to attend an IALR event.

F. The Contractor & subcontractors will provide to its employees workman’s compensation insurance. The IALR will not be responsible for any job related injuries to the Contractor’s or subcontractor’s employees. Contractor and subcontractors will provide to the IALR proof of insurance.

G. Contractor’s employees will not tamper with IALR property at any time. Contractor’s employees will not operate computers, copiers or other equipment in the building. The Contractor’s employees will not be permitted to use telephones in the IALR building except in an emergency.

H. The IALR reserves the right to request the removal of any of the Contractor’s employees from the IALR property at any time for reasonable cause. The Contractor or the designated representative shall have such employee leave the premises upon receipt of such request.

I. The Contractor shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed under this contract. All employees of the Contractor assigned to the IALR shall be no less than 17 years of age.

J. The IALR Contract Administrator shall be furnished with the names and qualifications of all of the Contractor’s key personnel, including the Contractor’s supervisor. These key personnel shall be assigned to the IALR work without substitutions unless agreed upon in writing by the Contract Administrator. The IALR reserves the right to reject these key personnel before they are assigned to work at the IALR facility.

K. It shall be the Contractor’s responsibility to see that its employees use the equipment, materials and supplies in a safe and orderly manner and in accordance with the manufacturer’s instructions and guidelines and within all local, state and federal regulations. It shall be the Contractor’s responsibility to ensure its employees and its subcontractor’s employees know and obey all OSHA, EPA and other regulatory requirements. Compliance with all regulatory requirements is the sole responsibility of the Contractor and/or subcontractors. The safety of the Contractor and subcontractor’s employees are the sole responsibility of the Contractor and subcontractors. The safety of the Work Site is the sole responsibility of the Contractor or subcontractors.

VII. DAMAGE AND/OR THEFT OF PROPERTY:

The Contractor and/or subcontractors shall be responsible for any loss or damage to property including money, securities, merchandise, fixtures, and equipment belonging to the IALR or to any other person or organization to such extent as the IALR is legally liable for such loss or damage if any such loss or damage was caused by an employee while such employee is on the premises of the IALR as an employee of the Contractor and/or subcontractors.

VIII. GENERAL TERMS AND CONDITIONS:

A. ANTI-DISCRIMINATION: By submitting their proposal, Offerors certify to the IALR 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). During the performance of this contract, the contractor agrees as follows:

1. 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, notices setting forth the provisions of this nondiscrimination clause.
2. 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.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

4. The Contractor will include the provisions of the above 1, 2 and 3 in every subcontractor or purchase order over $10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

B. 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, 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) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

C. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

D. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

E. 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, 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.

F. QUALIFICATIONS OF OFFERORS: The IALR 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 IALR all such information and data for this purpose as may be requested. The IALR reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding the Offeror’s capabilities. The IALR further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the IALR 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.

G. 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.

H. NONDISCRIMINATION OF ENGINEERS: A bidder, offeror or engineer 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 IALR has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

I. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: Contractor shall procure at its own expense, all necessary business licenses or permits and shall conform to all laws, regulations and ordinances applicable to the performance of the contract, and will pay all applicable Federal and State taxes and comply with any law or ordinance.

By my signature on this solicitation, I certify that this Contractor/individual and subcontractor(s) is/are properly licensed for providing the goods/services specified and holds bond insurance. Copies of the licenses shall be provided to the IALR immediately upon request.

Contractor’s Name: ____________________________________________________________
Subcontractor Name: _________________________________________________________
License #: _______________________________________________________________
Type: ___________________________________________________________________

(If more than one contractor or subcontractor is involved, give same information for each.)
J. INSURANCE:
By signing and submitting a proposal under this solicitation, the Offeror certifies that if it is awarded the contract, it will have, as a minimum, the following insurance coverage at the time the work commences. Additionally, it will maintain these during the entire term of the contract and certify that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of contract the IALR reserves the right to require the Contractor to furnish certificates of insurance for the coverage required with the IALR named as additional insured. The Contractor shall provide the IALR with a certificate of insurance that shows the contractor has the following coverage’s:
1. Workers’ Compensation – Statutory Requirements and Benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
2. Employers liability - $100,000
3. Commercial General Liability - $1 million combines single limit. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. If subcontractors are used, 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 IALR is to be named as an additional insured with respect to the services being procured.
4. Automobile Liability - $1,000,000 – combined single procured (Only used if motor vehicle is to be used in the contact.)

IX. SPECIAL TERMS AND CONDITIONS

A. ADVERTISING: In the event a contract is awarded for goods or services resulting from this proposal, no indication of such sales or services to the IALR will be used in product literature or advertising by the Contractor. The Contractor shall not state in any of its advertising or product literature that the IALR has purchased or used its products or services.

B. 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 IALR and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. WORK PERFORMANCE AND IALR BUILDING OCCUPANCY: The Contractor acknowledges that the IALR currently occupies the buildings adjacent to the work site at which the work will be performed and that the IALR will continue to occupy the buildings during the construction period. The Contractor further acknowledges that the IALR’s use of the buildings may, at times, conflict with the Contractor’s scheduled work, particularly if the work will interfere with the building’s utilities services. The contractor agrees that these conditions have been taken into account when determining the Final Completion Date and proposed price and that those conditions shall not necessitate a request for an extension of the completion date, an amendment of the price, or a request from the Contractor for damages for delay. The IALR and the Contractor agree to work cooperatively to avoid conflict, delay in or interference with the work of both the Contractor and the IALR, other contractors, subcontractors, or the IALR’s other forces.

D. PROPOSAL ACCEPTANCE PERIOD: Any offer in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety days, the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

E. PROPOSAL PRICES: Proposals shall be in the form of a firm Contractor price for the greenhouse on IALR’s campus.

F. PRICING SCHEDULE: The pricing schedule should be by an invoice from the Contractor for product or the services rendered and considered completed service, being defined when all punch list items have been resolved to the satisfaction of the IALR.

G. CONSTRUCTION PERMITS AND REQUIRED INSPECTIONS: Contractor shall be responsible for obtaining all necessary construction permits and inspections. Costs for permits and inspections shall be part of the total cost of the contract.

H. PRICE ADJUSTMENTS: In the event the IALR reduces the specifications during the contract period, the contract price shall be reduced in a proportional amount. The IALR will not consider price increases during the term of the contract (including extensions) unless:
1. The IALR requests changes in the specifications, the cost of which exceeds five percent (5%) of the total contract price, or
2. A federally mandated minimum wage increase is passed by Congress.
**I. UNREASONABLE 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 IALR 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 settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the IALR of its prompt payment obligations with respect to those charges which are not in dispute. *(Code of Virginia, section 2.2-4363).*

**J. PAYMENT:** Invoices for goods or services shall be submitted by the Contractor directly to the payment address listed below:

Institute for Advanced Learning & Research  
Finance Department  
150 Slayton Avenue  
Danville, VA 24540

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of invoice. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.

**K. SUBCONTRACTS:** Before any portion of the goods or services shall be subcontracted, the Contractor shall furnish the IALR Contract Administrator the names, qualifications and experience of their proposed subcontractor. The IALR must be afforded the right to refuse any subcontractor that the Contractor has selected. The Contractor shall remain fully liable and responsible for the goods or service supplied by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**L. FAILURE TO PERFORM:** If the Contractor fails to provide the goods or services by the agreed upon delivery date (the Final Completion Date when all punch list items have been resolved to the satisfaction of the IALR), the Contractor’s invoice will be reduced by an amount equal to the value of the days past due.

**M. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the IALR, 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 IALR may have.

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

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

1. The parties may agree in writing to modify the product specifications or 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 contract.

2. The IALR 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 type of insurance needed and level of coverage needed. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of changes in level of work and shall give the IALR a credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing.

**P. RENEWAL OF CONTRACT:** In the event there is a warranty period, the contract may be renewed by the IALR for three (3) successive one (1) year periods under the terms and conditions of the original contract except as agreed upon in writing by both parties.

**Q. CANCELLATION OF CONTRACT:** The IALR reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon sixty (60) days written notice to the contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding items prior to the effective date of cancellation.
X. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to an event outside the control and not the fault of the affected party (a “Force Majeure Event”). Examples of a Force Majeure Event include, but are not limited to, natural disasters, acts of God, terrorism, war, civil disorder, fire, flood, explosion, riot, labor disputes or strikes (labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract), any act or order of any governmental authority, lockouts or work stoppages of any kind, theft, windstorm, water, vandalism, failure of power or utilities, or other similar causes, beyond the control of the parties which delays or prevents the performance of the agreement. It is understood that both parties shall exercise due care and prudence to avoid a Force Majeure Event.

A Force Majeure Event shall not constitute a breach of contract. If either party is prevented, wholly or in part, from performing its obligations under this Contract as a result of a Force Majeure Event, then that party shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under the contract which are reasonably related to the Force Majeure Event shall be suspended until the Force Majeure Event no longer exists. A Force Majeure Event does not cancel obligations for payments due for services actually provided. Prepayments made by the IALR to Contractor for goods or services that are not provided due to a Force Majeure Event shall be returned to the IALR.

XI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:
1. Clarification of Terms: If any prospective Offeror has questions about the Specifications/Scope of Work or other solicitation documents, the prospective Offeror should contact the IALR contact person as listed on page one of this RFP in writing no later than three working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the IALR Contract Administrator. Your signature on your proposal certifies that you are aware of the Specifications/Scope of Work for the goods or services and that you fully understand this solicitation. It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that are not understood. Failure to understand the requirements of this solicitation will not relieve the Contractor of any responsibilities under any contract. Claims, as a result of failure to obtain clarification of requirements, will not be considered by the IALR. The IALR will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the person listed on page one of this RFP. Offerors must ensure that written inquiries reach the IALR at least three (3) days prior to the time set for receipt of proposals. These questions may be sent by FAX to 434-791-3279. Anyone submitting a written inquiry is cautioned to verify receipt of the inquiry by the IALR.
2. RFP Response: 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 Procurement Office of the IALR. No other distribution of the proposal shall be made by the Offeror.
3. Proposal Preparation:
   a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the IALR requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the IALR. 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 proposal and capabilities to satisfy the requirements of the RFP. Emphasis should be placed 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, sub-letter 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 sub-letter 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. 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 Offeror’s proposal.

e. 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.

f. Ownership of all data, materials, and documentation originated and prepared for the IALR pursuant to the RFP shall belong exclusively to the IALR 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.

4. Non-mandatory Pre-Bid conference: A non-mandatory pre-bid conference scheduled for Thursday, October 18, 2012 at 2:00 p.m., at the IALR facility, 150 Slayton Avenue, Danville, VA, should be attended by all general contractors and companies considering placing bids for this RFP. The pre-bid conference is also recommended for the subcontractors who would be working on the project. Although the pre-bid conference is not mandatory, it would be greatly beneficial for general contractors submitting bids to attend in order to get clarification on the Scope of Work.

5. Oral Presentation: Offeror’s who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the IALR. 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 IALR will schedule the time and location of these presentations. Oral presentations are an option of the Contract Administrator and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that IALR may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal.

1. Return the RFP signed cover sheet and all other pages of this RFP and addenda acknowledgements, if any, signed and filled out as required.

2. A written narrative statement to include:
   a. Experience offeror has in providing the goods and services similar to those requested in this RFP.
   b. Company name, address, contact name and phone number of clients that Offeror has provided with similar goods or services. The IALR reserves the right to contact any client listed.
   c. The same information as requested of the Offeror must be provided for all subcontractors to be used by the Offeror, including references. The IALR reserves the right to contact any client listed for the subcontractors.

3. Offeror’s Cost Proposal—provide all information deemed necessary to explain or clarify the Cost Proposal. The Cost Proposal should be detailed to include the furnishings and equipment to be furnished and installed. Cost Proposal should include all labor, materials, permits, inspection costs and all other costs pertaining to the general construction of the greenhouse. Cost Proposal should be a Contractor cost proposal.

4. Financial Statements: Submit current financial statements prepared and certified by an independent CPA, or internal statements if certified statements are not available or have not been issued within the past twelve (12) months. This requirement applies to Offeror’s and subcontractors.
5. Proposals must include the following:
   a. Description and history of the firm.
   b. **Full, line item description** of goods or services being offered.
   c. Name of A/E to be used.
   d. Estimated substantial completion date
   e. Contractor Final Completion Date (date when all punch list items have been resolved to the satisfaction of the IALR).
   f. Firm cost proposal to include all labor, materials, construction permits, required inspections, etc.

6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be sent or delivered to the IALR in an envelope or package that is sealed and clearly marked on the lower left-hand corner of the envelope or package with:

   From: ___________________________ Due Date: October 31 2012
   (Name of offeror) Due Time: 2:00 p.m.

   Address:________________________________________________________
   ______________________________________________________________
   ______________________________________________________________

   The envelope should be addressed as directed on Page 1 of this solicitation. If a proposal is not marked as required, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location at the IALR Procurement Office — **NOT THE RECEPTIONIST'S DESK.** No other correspondence or other proposals should be placed in the envelope.

XIII. **EVALUATION/AWARD CRITERIA/AWARD/AWARD POSTING**

The IALR Selection Committee will evaluate the proposals through a point rating system, set forth below. The IALR will select 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 this RFP, including price.

**AWARD CRITERIA:**

<table>
<thead>
<tr>
<th>AWARD CRITERIA</th>
<th>POINTS</th>
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<tbody>
<tr>
<td>a. <strong>General Qualifications:</strong></td>
<td>20</td>
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<tr>
<td>Company’s history, expertise, experience,</td>
<td></td>
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<tr>
<td>Financial viability, references, capability of</td>
<td></td>
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<tr>
<td>Providing goods or services at levels required by IALR</td>
<td></td>
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<tr>
<td>b. <strong>Proposed Services:</strong></td>
<td>35</td>
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<tr>
<td>Strategies, methodologies, lab design, equipment,</td>
<td></td>
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<tr>
<td>services offered in response to this RFP, ability</td>
<td></td>
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<tr>
<td>to complete work on time while ensuring IALR</td>
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<tr>
<td>Events are not compromised, ability to provide</td>
<td></td>
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<tr>
<td>qualified and Approved subcontractors</td>
<td></td>
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<tr>
<td>c. <strong>Cost Proposal:</strong></td>
<td>35</td>
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<tr>
<td>Offeror should provide all information it deems</td>
<td></td>
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<tr>
<td>necessary to explain or clarify its Cost Proposal.</td>
<td></td>
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<tr>
<td>Note: Offeror may be required to provide cost</td>
<td></td>
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<tr>
<td>details from subcontractors.</td>
<td></td>
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<tr>
<td>d. <strong>Stated Final Completion Date</strong></td>
<td>10</td>
</tr>
</tbody>
</table>

**TOTAL:** 100

**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 this RFP, including price. 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 IALR shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The IALR reserves the right to make multiple awards as a result of this solicitation. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the IALR. The IALR may cancel this RFP 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 IALR 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 Purchase Order incorporating by reference all the requirements, terms and conditions of this RFP solicitation and the contractor’s proposal as negotiated.

AWARD POSTING:

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the IALR will publicly post such notice in the Danville Register and Bee newspaper on the Wednesday following the decision and notify the successful offeror by telephone.