

## Invitation for Bid 0057700

For

Term Contract

Bituminous Nut and Slack Coal

August 9, 2018

**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.**

**INVITATION FOR SEALED BID # 0057700**

**Bituminous Nut and Slack Coal**

**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)**

**PROCUREMENT DEPARTMENT (MC 0333)**

**NORTH END CENTER, SUITE 2100, 300 TURNER STREET NW**

**BLACKSBURG, VIRGINIA 24061**

|  |  |  |
| --- | --- | --- |
| DATEAugust 9, 2018 | BID RETURN DATE AND HOUR | BID OPENING DATE AND HOURSeptember 6, 2018 3PM |

BIDDERS ADDRESS

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

**SPECIAL INSTRUCTIONS**

1. **Sealed Bids** must be mailed, express mailed or hand delivered directly to the Procurement Department.

Sealed Bids cannot be faxed or emailed directly to the Procurement Department, see “Facsimile Bids” of the attached General Terms and Conditions.

1. **Unsealed Bids** can be faxed or emailed and must be received prior to the time and date designated.
2. Responses must be submitted on this form and the attachment (s) provided.
3. Responses shall be signed below.
4. Responses will be received in the Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333), North End Center, Suite 2100, 300 Turner Street, NW, Blacksburg, VA 24061 until the bid opening date and hour or, if specified, the bid return date and hour shown above.

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

1. Contact the buyer listed above for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
2. **DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.**
3. Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
4. **Bidders must be aware of the fees associated with the eVA Business-To-Government Vendor Registration requirement described herein and at http://www.eva.state.va.us/ and submit prices accordingly.**

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR SEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN INCLUDING THE GENERAL TERMS AND CONDITIONS SHOWN AT <http://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_BID_01012018.pdf>

THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

|  |  |  |
| --- | --- | --- |
| FULL LEGAL NAME (PRINT)(Company name as it appears with your Federal Taxpayer Number) | FEDERAL TAXPAYER NUMBER (ID#) | DELIVERY DATE |
| BUSINESS NAME/DBA NAME/TA NAME(If different than the Full Legal Name) | FEDERAL TAXPAYER NUMBER(If different than ID# above) |
| BILLING NAME(Company name as it appears on your invoice) | FEDERAL TAXPAYER NUMBER(If different than ID# above) |
| PURCHASE ORDER ADDRESS | PAYMENT ADDRESS |
| CONTACT NAME/TITLE (PRINT) | SIGNATURE (IN INK) | DATE |
| E-MAIL ADDRESS | TELEPHONE NUMBER | TOLL FREE TELEPHONE NUMBER | FAX NUMBER |
| \*BUSINESS CLASSIFICATION | [ ]  LARGE | [ ]  SMALL | [ ]  MINORITY-OWNED | [ ]  WOMEN-OWNED |
| \*Business Classification definitions can be viewed at <http://www.procurement.vt.edu/vendor/class.html> |
| \*Is your Classification certified by the Virginia Department of Small Business and Supplier Diversity (SBSD)? [ ]  Yes [ ]  No  | If yes, provide Certification Number: |
| \*For assistance with certification questions, please visit: <http://sbsd.virginia.gov/>  |

I acknowledge that I have received the following addendums posted for this solicitation.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5\_\_\_\_\_ 6\_\_\_\_\_ (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia? YES\_\_\_\_\_\_\_\_\_\_\_\_ NO\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THIS IS NOT AN ORDER**

Revised 01/01/2018

I. PURPOSE:

The intent and purpose of this Invitation For Sealed Bid is to establish a term contract with one or more qualified sources that can provide Bituminous Nut and Slack Coal for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia. The term of this contract will be for either one (1) year with four (4) successive one-year periods or for two (2) years with three (3) successive one-year renewals.

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

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

III. BACKGROUND:

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

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

Virginia Tech operates a cogeneration central steam plant (Power Plant), which is a mixed fuel, moderately high pressure steam generating facility. The power plant is located in the northwest section of Virginia Tech’s campus in Blacksburg Virginia.

Bituminous nut and slack coal is the primary fuel used by the power plant. Coal is purchased by Virginia Tech with deliveries primarily made to a storage facility located at the Radford Army Ammunition Plant (operated by BAE Systems) in Radford, Virginia. Coal is then hauled by truck to the Power Plant coal storage facility. Direc truck deleveries to the Virginia Tech Power Plant or Radford Army Ammunition Plant may be made by the coal mine operator at the discretion of Virginia Tech.

Virginia Tech plans to purchase appproxiamtely 15,000-20,000 tons of coal each year with no minimuim purchase guaranteed. The amount of coal purchased in future years may vary depending on Natural Gas supply and usage at Virgnia Tech Power Plant.

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

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

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

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

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

V. CONTRACT PARTICIPATION:



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

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract as requested. Participating entitiesshall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech*.* Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Please refer to Attachment B, Zone Map, if the offeror wishes to submit separate pricing structure based on approved zones for cooperative institutions. Refer to Attachment B for the approved Zone Map. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

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

VI. SCOPE OF SUPPLY

1. GENERAL: The contractor shall furnish and deliver bituminous nut and slack coal as described herein when ordered by Virginia Tech. The coal supplied shall be in compliance with Virginia Tech’s operating permit #2020-002, Registration #20124. The permit and registration are kept on file at the Virginia tech Power Plant Office.

B. SPECIFICATIONS: All bituminous nut and slack coal shall be washed and free from dirt, bone and slate and shall conform to the following:

Va. Spec. Grade A – Bituminous Nut and Slack – Size (1” x 0”)

Max. Volatile ASTM (D3175) – No Limit

Max. Ash ASTM (D3174-89) – 12.0%

Max. Sulfur ASTM (D4239-93) – 1.4%

Min. BTU-Dry ASTM (D2015) – 13,250/Lb.

Min. AFT ASTM (D1857) – 2,700 deg. F

Free Swelling Index ASTM (D720) – 2.0 - 5.0

Moisture Content (Optimum) – 6%

Bituminous Nut & Slack – not more than 10% fines retained on a 1” sieve. Not more than 50% and not less than 30% passing the ¼” sieve.

Specification requirements are based upon “as received”, except for BTU and ASH Content which are on the ***dry basis*.** Moisture content in excess of 6% shall be deducted from the net weight at the mine

C. DELIVERY: The coal supplier must be capable of providing truck delivery to either the Radford Army Ammunition Plant or directly to the Virginia Tech Power Plant.

D. SAMPLE TESTING: Coal furnished must comply with all specifications contained herein. Proximate Analysis Reports on “As Received” and “Dry Basis” of each nut and slack coal on each shipment and a Proximate, Ultimate, Mercury and Denistiy Analysis Reports on “As Received” and “Dry Basis” of each nut and slack coal delivered every 4th week. Each analysis shall also provide the free swelling index. Virginia Tech reserves the right to collect a sample(s) from any shipment for testing purposes. Failure of a sample to meet any of the specification requirements will result in the rejection of the shipment, which will be returned at the contractor’s expense.

E. SAMPLING AND ANALYSES: In determining compliance with the requirements, Virginia Tech will employ, as nearly as practicable, sampling procedures currently approved by the U.S. Bureau of Mines and/or American Society for Testing Materials. Analyses will be made by a commercial laboratory designated by or acceptable to Virginia Tech.

F. WEIGHT: All invoice pricing shall be based on mine weight tickets.

VII. PRICE SCHEDULE: (TO BE COMPLETED BY BIDDER):

See attachment C for Price Schedule/Data Sheet.

VIII. AWARD:

Virginia Tech will award up to two contracts on a price per ton basis to the lowest responsive and responsible bidders. The Virginia Tech Purchasing Department also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of Virginia Tech to be in its best interest.

IX. BID SUBMITTALS:

The following items shall be submitted with the bid:

1. The entire bid document including attachments.
2. Proximate Analysis Reports on “As Received” and “Dry Basis” of each nut and slack coal offered. Each analysis shall also provide the free swelling index. Each analysis must have been completed within six months prior to the bid opening date by a recognized commercial laboratory. Each analysis shall be submitted on the analysis report form of the laboratory which should not exceed the hardgrove grindability index of 55.

X. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor after each satisfactory delivery of **coal**and receipt of the contractor’s invoice.

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

XI. INVOICES:

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

Virginia Polytechnic Institute and State University (Virginia Tech)

Accounts Payable

North End Center, Suite 3300

300 Turner Street NW

Blacksburg, Virginia 24061

XII. ADDENDUM:

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

XIII. CONTROLLING VERSION OF SOLICITATION:

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

XIV. TERMS AND CONDITIONS:

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

XV. CONTRACT ADMINISTRATION:

A. Billy Dudding, Associate Director of Utility Systems, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

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

XVI. ATTACHMENTS:

Attachment A – Terms and Conditions

Attachment B – Zone Map

Attachment C – Standard Contract Form

Attachment D – Price Schedule/Data Sheet

**ATTACHMENT A**

**TERMS AND CONDITIONS**

**RFP/BID GENERAL TERMS AND CONDITIONS**

See <http://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_BID_01012018.pdf>

**ADDITIONAL TERMS AND CONDITIONS**

1. **ADDITIONAL GOODS AND SERVICES**: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement, and should be provided at favored nations pricing, terms and conditions.
2. **AUDIT**: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**D. IDENTIFICATION OF BID/PROPOSAL ENVELOPE**: The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

From: \_\_\_\_

 Name of Bidder or Offeror Due Date Time Due

 \_\_\_\_

Street or Box No. Solicitation Number

 \_\_\_\_

City, State, Zip Code Solicitation Title

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

The envelope should be addressed to:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)

Procurement Department (MC 0333)

North End Center, Suite 2100

300 Turner Street NW

Blacksburg, Virginia 24061

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

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

If to Contractor: Address Shown On IFB Cover Page

Attention: Name Of Person Signing IFB

If to Virginia Tech:

Virginia Polytechnic Institute and State University (Virginia Tech)

Attn: Daysha Holmes

Procurement Department (MC 0333)

North End Center, Suite 2100

300 Turner Street NW

Blacksburg, Virginia 24061

and

Virginia Polytechnic Institute and State University (Virginia Tech)

Attn: Billy Dudding, Associate Director of Utility Systems

Power Plant Operations

350 Old Turner Street

Blacksburg, Virginia 24061

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

1. **CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS**: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: <http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf>

**H. CANCELLATION OF CONTRACT**: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**I. CONTRACT DOCUMENTS**: The contract entered into by the parties shall consist of the Invitation For Bid, including all modifications thereof, the bid submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

**SPECIAL TERMS AND CONDITIONS**

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

**2. INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor.

Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing**.**

**3. INSURANCE:**

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

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

INSURANCE COVERAGES AND LIMITS REQUIRED:

A. Worker's Compensation - Statutory requirements and benefits.

B. Employers Liability - $100,000.00

C. General Liability - $1,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

D. Automobile Liability - $500,000.

\*The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

**4. QUANTITIES**: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at Proposal/Bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**5. REGULATORY LEGISLATION**: All contracts relating to the procurement of coal are subject to all rules, regulations and limitations imposed by regulatory legislation of the Federal or State Government.

**ATTACHMENT B**

**Zone Map**



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

**List of member institutions by zones**

|  |  |  |
| --- | --- | --- |
| **Zone 1** **George Mason University (Fairfax)**  | **Zone 2** **James Madison University (Harrisonburg)**  | **Zone 3** **University of Virginia (Charlottesville)**  |
| **Zone 4** **University of Mary Washington (Fredericksburg)**  | **Zone 5** **College of William and Mary (Williamsburg)** **Old Dominion University (Norfolk)**  | **Zone 6** **Virginia Commonwealth University (Richmond)**  |
| **Zone 7** **Longwood University (Farmville)**  | **Zone 8** **Virginia Military Institute (Lexington)** **Virginia Tech (Blacksburg)** **Radford University (Radford)**  | **Zone 9** **University of Virginia - Wise (Wise)**  |

The zone map is provided for the offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

**ATTACHMENT C**

**SAMPLE CONTRACT FORM**

**Standard Contract form for reference only**

**Offerors do not need to fill in this form**

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

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

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

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

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

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

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall in accordance with the contract documents.

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

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

Contractor: Virginia Tech

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT D**

PRICE SCHEDULE/DATA SHEET

Provide a price below based on the following:

1. Initial Contract Period: **January 1, 2019 thru December 31, 2019**.
2. Renewal of Contract: The contract may be renewed by Virginia Tech upon written agreement of both parties for either four (4) successive one-year periods or three (3) successive one-year renewals.
3. Price Firmness: During the initial contract period, the price per ton shall not exceed the price shown below. Pricing for renewal periods of the contract will be negotiated by the parties approximately 200 days prior to contract expiration. Agreed upon pricing for renewal periods of the contract will be executed in writing.

**PRICE PER TON FOB MINE TRUCK DELIVERY TO RADFORD VA. $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ALTERNATE PRICE FOB MINE TRUCK DELIVERY TO VIRGINIA TECH CAMPUS $\_\_\_\_\_\_\_\_\_\_\_\_\_**

COAL OPERATING COMPANY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COAL SEAM \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NAME OF MINE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WASHED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STRIP MINED COAL (Yes or No)\_\_\_\_\_\_\_\_\_\_\_\_\_

LOCATION OF MINE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (TOWN/CITY) (COUNTY) (STATE)

SHIPPING POINT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RAIL DELIVERY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROXIMATE ANALYSIS:

(ASTM) RANGE GUARANTEE

MOISTURE (D3173) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ASH (D3174) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VOLATILE MATTER (D3175) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FIXED CARBON \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SULFUR (D3177) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ASH SOFTENING TEMPERATURE,

MINIMUM (D1857) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FREE SWELLING INDEX (D720) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*BTU/LB (D2015) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GRIND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MERCURY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_