

## Invitation for Bid 0058266

For

Harvesting of Standing Hay at Catawba Sustainability Farm

December 5, 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 # 0058266**

**Harvesting of Standing Hay at Catawba Sustainability Farm**

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

**PROCUREMENT DEPARTMENT (MC 0333)**

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

**BLACKSBURG, VIRGINIA 24061**

|  |  |  |
| --- | --- | --- |
| DATEDecember 5, 2018 | BID RETURN DATE AND HOUR | BID OPENING DATE AND HOURThursday, Janaury 3, 2019 3PM |

BIDDERS ADDRESS

|  |  |  |
| --- | --- | --- |
|                      |  | ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:**Daysha Holmes, CUPO**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 <https://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_BID_09172018.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 09/17//2018

I. PURPOSE:

The intent and purpose of this Invitation For Sealed Bid is to attain bids for the harvest of standing hay at the Catawba Sustainability farm for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia. The term of this contract is for one (1) year, or as negotiated.

Interested parties may visit the site to view the hay, receive a map of field locations and ask questions. Directions to the farm are included in Appendix D. Please contact Adam Taylor to make viewing arrangements at 540-588-0283 or adamht@vt.edu prior to the bid opening date and time (Monday, December 10, 2018 3:00PM EST).

Contract Period: January 4, 2019 – November 30, 2019

II. 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’s Outreach and International Affairs has approximately 90 acres of standing hay (mostly tall fescue) at Catawba Sustainability Center in Catawba, VA to be harvested.

III. SCOPE OF WORK

 The contractor shall:

A. Provide all equipment, labor, transportation and incidentals needed to mow, bale and remove standing hay from awarded hay lots (1, 2, 5 and 6) at Virginia Tech’s Catawba Sustainability Center, as shown on the attached map.

B. Remove bales from farm within two (2) weeks of mowing, unless alternative arrangements are made with CSC management and after full payment to Virginia Tech.

C. Cut standing hay at least twice between April 15 and October 15.

D. Harvest complete boundaries to Virginia Tech’s satisfaction. Rough or low quality portions may not be left. Fields must be mowed close to fences and other objects. Corners and fence boundaries must be cut. A 35 ft. buffer along the stream bank should not be mowed and shall be left standing. All mowed hay must be baled and removed, even if it has been rained on. No un-mowed streaks may be left or standing or broken bales left in field.

E. Remove all materials from property.

F. Pay Virginia Tech in accordance with the accepted bid amount(s) shown in Attachment C.

G. Do not use herbicides on the hay fields unless they are in compliance with USDA Organic Certification criteria or approved by CSC management.

H. Accurate records of bales/hay tonnage removed should be reported to CSC management after removal from the property.

I. Contractor will fertilize hay lots to replace nutrients removed during cutting. To return the nutrients to the pasture, the contractor will apply fertilizer at a rate determined by the Virginia Tech Soil Lab and to standard harvest replacement rates. See Nutrient Clause.

J. Preference will be given to bids that include multiple (3 or 4) hay lots.

**Nutrient Clause:** Contractor will fertilize hay lots prior to cutting at a standard rate estimated at 1.5 tons harvested per acre:

|  |  |  |
| --- | --- | --- |
| Lot | Size | Fertilizer and Amount |
| 1. | Approximately 15 acres | N 50 P 25 K 90 |
| 2. | Approximately 54 Acres | N 50 P 25 K 90 |
| 5. | Approximately 20 Acres  | N 50 P 25 K 90 |
| 6. | Approximately 5 Acres | N 50 P25 K90 |

IV. AWARD AND BID PRICE*:*

An award will be made to the highest bidder per lot or for the total acreage for the amount(s) shown in Attachment C. and in accordance with the terms and conditions shown in Attachment A.

 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 Virginia Tech. The award or awards will be made to the lowest responsible Vendor or Vendors as applicable. Virginia Tech reserves the right to determine reasonable administrative costs in making an award to one, two or multiple vendors for a particular item, or group of items, on which that vendor is low bidder

V. 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.

VI. 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.

VII. TERMS AND CONDITIONS:

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

VIII. CONTRACT ADMINISTRATION:

A. Adam Taylor, Manager, Catawba Sustainability Center, 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.

VIX. ATTACHMENTS:

Attachment A – Terms and Conditions

Attachment B – Standard Contract Form (Sample)

Attachment C – Bid Schedule to be Returned by Bidder

Attachment D – Catawba Hay Lot Maps

Attachment E -- Directions to Catawba Sustainability Center

**ATTACHMENT A**

**TERMS AND CONDITIONS**

**RFP/BID GENERAL TERMS AND CONDITIONS**

See <https://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_BID_09172018.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: Adam Taylor

 Catawba Sustainability Center

 5075 Catawba Creek Road

 Catawba, VA 24070

**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. **DAMAGES**: Any damage to existing Virginia Tech utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to Virginia Tech’s satisfaction at the Contractor’s expense.
2. **DISCLAIMER:** Any sale resulting from this solicitation is “as is-where is”. Virginia Tech disclaims any warranties, including the warranty of merchantability, for everything being purchased.
3. **INDEMNIFICATION**: The contractor agrees to indemnify, defend and hold harmless Virginia Tech and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the purchase of hay from Virginia Tech.
4. **INSURANCE**: Evidence of general liability insurance coverage in the amount of $100,000 should be provided by the successful bidder.
5. **LIABILITY**: The purchaser assumes all liability for any and all items purchased under this solicitation. Virginia Tech will execute its usual care for protection up to the time of removal, but will not be responsible for any loss or damage whatsoever.
6. **PAYMENT**: Payment shall be by cashier’s check or certified check for the total accepted bid amount. Checks shall be made payable to the Treasurer of Virginia Tech and drawn on a U.S. bank. A 5 % Sales and Use Tax will be added by Virginia Tech to the bid price unless a sales tax exemption certificate is provided by the successful bidder. Full payment should be received by Virginia Tech within seventy-two (72) hours of sale award notification. No refunds or adjustments will be made.
7. **RESERVATION**: Virginia Tech reserves the right to reject any or all bids.
8. **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.

1. **QUANTITIES**: Quantities set forth in this solicitation are estimates only.

**ATTACHMENT B**

**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 C**

**Bid Schedule #0058266**

**To be returned by Bidder**

**Instructions To Bidder**: You may bid on as many or as few lots as you wish.

|  |  |  |
| --- | --- | --- |
| Lot | Size | Bid Price For Lot |
| 1. | Approximately 15 Acres | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2. | Approximately 54 Acres | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 5.  | Approximately 20 Acres |  $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 6. | Approximately 5 Acres | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Total | Approximately 95 Acres | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |

**ATTACHMENT D**

**Catawba Hay Lot Maps**

Catawba Sustainability Center Hay Lots – 2018



**ATTACHMENT E**

**Directions to the Catawba Sustainability Center, 5075 Catawba Creek Road, Catawba, VA 24070:**

**From I-81:**

* **Take Exit 141 for VA-419 toward VA-311N/Salem/New Castle**
* **Turn onto VA-419N toward VA-311N/Salem/New Castle**
* **Turn onto VA-311N and travel for approximately 6.75 miles**
* **In the small village of Catawba, turn right onto Keffer Road/Catawba Creek Road, following signs to Catawba Hospital**
* **Take an immediate right onto Catawba Creek Road, following signs to Catawba Hospital**
* **Travel past the Post Office, past the Catawba Community Center, and then turn right at the Catawba Sustainability Center sign.**

**From Blacksburg:**

* **Travel North out of Blacksburg on Harding Road (changes to Blacksburg Road in Roanoke County) or Mt. Tabor Road (changes to Newport Road in Roanoke County)**
* **These roads end at VA-311. Turn right and travel South on VA-311**
* **In the small village of Catawba, turn left onto Keffer Road/Catawba Creek Road, following signs to Catawba Hospital**
* **Take an immediate right onto Catawba Creek Road, following signs to Catawba Hospital**
* **Travel past the Post Office, past the Catawba Community Center, and then turn right at the Catawba Sustainability Center sign.**