

## Request for Proposal # 0058520

For

Maintenance, Repair, and Light Renovations for Greenhouses

February 11, 2019

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

RFP 0058520

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Reed Nagel Team Lead for Facilities Support, Phone: (540) 231-5240 e-mail: nagelr@vt.edu

DUE DATE: Proposals will be received until February 22, 2019 at  PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

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

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

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: \_\_\_\_\_\_\_\_\_\_\_. For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/> .

\_\_\_\_ **Large**

\_\_\_\_ **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.

\_\_\_\_ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

\_\_\_\_ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

|  |  |
| --- | --- |
| FULL LEGAL NAME (PRINT)(Company name as it appears with your Federal Taxpayer Number) | FEDERAL TAXPAYER NUMBER (ID#) |
| BUSINESS NAME/DBA NAME/TA NAME(If different than the Full Legal Name) | BILLING NAME(Company name as it appears on your invoice) |
| PURCHASE ORDER ADDRESS | PAYMENT ADDRESS |
| CONTACT NAME/TITLE (PRINT) | E-MAIL ADDRESS |
| TELEPHONE NUMBER | TOLL FREE TELEPHONE NUMBER | FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS |  |

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, 2.2 – 3102 - 3112

YES\_\_\_\_\_\_\_\_\_\_\_\_ NO\_\_\_\_\_\_\_\_\_\_\_\_\_

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

01/28/2019

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a long-term contract through competitive negotiations for Maintenance, Repair, and Light Renovation for Greenhouses by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia. The University is seeking qualified companies that will remain under contract to provide timely services as needed on university owned greenhouses located throughout the Commonwealth of Virginia at numerous university owned facilities.

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. CONTRACT PERIOD:

The term of this contract is for one year, or as negotiated. There will be an option for four (4) one-year renewals, or as negotiated.

IV. 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 eleven 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 has numerous greenhouses across the Commonwealth of Virginia at our 11 Agricultural Research and Extension Centers (ARECs) and main Blacksburg Campus. These greenhouses are critical to the mission of the ARECs conducting research on food and fiber systems, their impact on the environment, and their relation to the future needs of Virginia, the nation, and the world. Planning is underway for additional greenhouse facilities to be constructed at these locations as well as upgrades to existing facilities. The locations of the ARECs can be found in Attachment B.

Please NOTE: If multiple awards are made under this solicitation, Virginia Tech retains the right to select contractors for specific projects based upon (but not limited to): geographic proximity to the project site, availability of the contractor compared to the project timeline, the availability of the contractor and quoted cost per project. The award of a contract via this RFP by Virginia Tech in no way guarantees any amount of work to be performed during the contract period.

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

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

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

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

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

VI. 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.

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

VII. STATEMENT OF NEEDS:

1. The contractor shall provide all labor, tools, and equipment required to complete greenhouse repairs, maintenance and light renovations in a higher education research environment. These projects will include but are not limited to:
	* 1. A-Frames, lean-to, detached and ridge/furrow or gutter connected greenhouse materials and needs.
		2. Electrical components and/or electrical replacement specific to greenhouse lighting systems and upgrades. This can include back-up generator systems.
		3. Back flow prevention systems, exhaust fans, louvres, environmental controls, cooling pad systems, heating systems, drip irrigation systems, mist irrigation systems, hydroponic irrigation systems, high pressure fog evaporative cooling systems, automated shade curtains, and central nutrient injection systems.
		4. Tempered glass repair, re-glazing, and replacement, glass glazing systems, polycarbonate glazing systems, polyethylene film systems, roof slopes, ridge vents, sidewalls, insect screening systems, rack and pinion roof, and side vents systems.
		5. Greenhouse cleaning interior and exterior.
		6. Greenhouse bench systems including rolling top, fixed top, ebb and flood
		7. Renovations including replacement of structural components, aesthetic improvements, and repair and replacement of existing equipment.
2. Provide custom maintenance and repair solutions specific to the research application or existing building infrastructure needs.

1. Service Level Requirements:
	* 1. Repair services shall be provided on an as needed basis and performed in strict accordance with all applicable codes, regulations and standards. This includes the Virginia Tech General Conditions and Safety Guidelines. <https://www.facilities.vt.edu/planning-construction/principles-and-standards/construction-standards.html>
		2. A Virginia Tech project manager may be assigned to oversee completion of the project and contractor’s activities. For projects not requiring a project manager, a departmental contact will serve as the contractor’s main point of contact. This will be determined on a project by project basis.
		3. All Contractors will be required to have the applicable contractor’s licenses.
		4. All permits will be issued by the Virginia Tech University Building Official for work being done on University owned property. Otherwise, the local building official will issue permits
		5. The Contractor must provide a written estimate of the cost of repair services in accordance with the contract documents to Virginia Tech and receive written authorization to proceed work order/purchase order on an individual project. Repair services performed by the Contractor without such prior written authorization will not be processed for payment. Repairs performed by the Contractor as a result of an emergency repair call from Virginia Tech will not require prior written estimates and written authorization. Emergency repairs are identified and approved by Virginia Tech in advance of such repairs.
		6. A university purchase order will be issued to the contractor in advance of any work performed. Contractor should not proceed with work without receipt of an official university purchase order.
		7. The University prefers that all work be conducted by the awarded contractor. However, should a subcontractor be required, the subcontractor shall be approved by the university in advance and be properly licensed to conduct the work. See Attachment A/ Special Term and Condition titled, “Subcontracting” for further requirements.
		8. All equipment repairs shall be performed on site whenever possible. Off-site repairs that remove existing university equipment must be approved in advance by Virginia Tech.
		9. As soon as work is completed the contractor will notify designated project manager (if applicable) or project specific university contract person. The contractor will notify the project manager or university contact person of any expected completion times and/or changes to completion times within a timely manner.
		10. Contractor shall have an awareness of and the ability to fully comply with established greenhouse procedures and safety protocol.
		11. The Contractor shall complete all repairs within a time period that is mutually agreed upon, in writing, between the University and the Contractor. In the event repairs cannot be completed as agreed, the Contractor shall notify the University's Representative in writing. The contractor will provide status updates for all repairs to the project manager.
		12. Invoice submitted for completed projects should include the purchase order number, the internal university work order confirmation number, labor designated by hours and rates, and itemized priced parts list (in accordance with contract pricing) within thirty (30) days of the university’s acceptance of completion of project. All check lists, work orders and invoices shall include the designated university building ID number to clearly identify equipment installed as part of the project. See Section XI for information regarding where and how to submit invoices.

VIII. PROPOSAL PREPARATION AND SUBMISSION:

1. Specific Requirements

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

* 1. Provide an overview statement for your firm and its experience providing greenhouse repair, maintenance and light renovation services and how your firm plans to complete the services outlined per the statement of needs.
	2. Based on the facility list provided in Attachment B, notate any AREC locations that your firm can service under this contract.
	3. Complete Attachment D (pricing sheet).
	4. Provide at least two business references for whom your firm has performed similar services for in the past two years.
	5. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

Virginia Tech supports the utilization of Small, Woman Owned and Minority Owned Businesses. The university reports quarterly the total of spend with SWAM vendors and SWAM Subcontractors.

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>

* 1. The return of the General Information Form and addenda, if any, signed and filled out as required.
1. General Requirements
	1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;
		1. One (1) **original** of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.
		2. **One (1) electronic copy** in WORD format or searchable PDF (*flash drive*) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 2.e. below.
		3. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked *“Redacted Copy”* on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)

Procurement Department (MC 0333)

North End Center, Suite 2100

300 Turner Street NW

Blacksburg, Virginia 24061

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

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

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

* 1. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

IX. SELECTION CRITERIA AND AWARD:

1. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

 Maximum Point

Criteria Value

1. Quality of products/services offered and suitability for 20

 the intended purposes

2. Qualifications and experiences of Offeror in providing 25

 the goods/services

3. Specific plans or methodology to be used to provide the 15

 Services

4. Cost (or Price) 30

5. Participation of Small, Women-Owned and Minority 10

 (SWAM) Business \_\_\_\_\_\_

 Total 100

1. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

Please NOTE: If multiple awards are made under this solicitation, Virginia Tech retains the right to select contractors for specific projects based upon (but not limited to): geographic proximity to the project site, availability of the contractor compared to the project timeline and quoted cost per project. The award of a contract via this RFP by Virginia Tech in no way guarantees any amount of work to be performed during the contract period.

X. INQUIRIES AND CLARIFICATIONS NEEDED IN ORDER TO SUBMIT A PROPOSAL:

 All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 12:00pm on February 15, 2019. Inquiries must be submitted to the procurement officer, Reed Nagel (nagelr@vt.edu) identified in this solicitation.

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. METHOD OF PAYMENT:

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

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech’s Procurement website: [http://www.procurement.vt.edu/vendor/wellsone.html](http://www.procurement.vt.edu/vendor/wellsone.html%20) or contact the procurement officer identified in the RFP.

XIII. 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.

XIV. COMMUNICATIONS:

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

XV. CONTROLLING VERSION OF SOLICITATION:

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

XVI. TERMS AND CONDITIONS:

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

XVII. CONTRACT ADMINISTRATION:

1. Kathryn M. Dicken, Contracts Officer, Facilities Contracts, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
2. 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.

XVIII. ATTACHMENTS:

Attachment A – Terms and Conditions

Attachment B – Location of ARECs

Attachment C – Sample of Standard Contract Form

Attachment D – Pricing Proposal for Labor and Equipment Supplied By Contractor

**ATTACHMENT A**

**TERMS AND CONDITIONS**

**RFP GENERAL TERMS AND CONDITIONS**

See:

<https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/Full_GTC_RFP_01182019.pdf>

**ADDITIONAL TERMS AND CONDITIONS**

1. **ADDITIONAL GOODS AND SERVICES**: The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
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.
4. **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.
5. **CONTRACT DOCUMENTS**: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

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

From: \_\_\_\_

Name of Bidder or Offeror Due Date Time Due

 \_\_\_\_

Street or Box No. Solicitation Number

 \_\_\_\_

City, State, Zip Code Solicitation Title

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

The envelope should be addressed to:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)

Procurement Department (MC 0333)

North End Center, Suite 2100

300 Turner Street NW

Blacksburg, Virginia 24061

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

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

 If to Contractor: Address Shown On RFP Cover Page

 Attention: Name Of Person Signing RFP

 If to Virginia Tech:

 Virginia Polytechnic Institute and State University (Virginia Tech)

 Attn: Reed Nagel

 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: Kathryn M. Dicken, Contracts Officer

 Facilities Contracts

 230 Sterrett Drive

 Blacksburg, Virginia 24061

1. **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.
2. **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>

**SPECIAL TERMS AND CONDITIONS**

**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.

**AS-BUILT DRAWINGS**: The contractor shall provide Virginia Tech a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The Contractor shall also provide Virginia Tech with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to Virginia Tech upon completion of the work and prior to final payment.

**MATERIALS CONTAINING ASBESTOS:** The contractor shall not incorporate any materials into the work containing asbestos. The contractor shall not incorporate any material known by the contractor to contain a substance known to be hazardous to health when the building is occupied unless specifically approved by Virginia Tech or required by the specifications. If the contractor becomes aware that a material required by the specifications contains asbestos, it shall notify Virginia Tech immediately and shall take no further steps to acquire or install any such material

**CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT**: By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified

Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Subcontractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

License #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ELECTRICAL INSTALLATION:** All equipment/material shallconform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shallbear the appropriate label of approval for use intended.

**FINAL INSPECTION**: At the conclusion of the work, the contractor shall demonstrate to the authorized owner’s representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

**INSPECTION OF JOB SITE**: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Virginia Tech.

**INSTALLATION**: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

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

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

INSURANCE COVERAGES AND LIMITS REQUIRED:

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

B. Employers Liability - $100,000.00

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

D. Automobile Liability - $500,000.00

E. Builders Risk – For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

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

**MAINTENANCE MANUALS**: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

**ORDERS**: Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.

**PRICE ESCALATION/DEESCALATION**:  Price adjustments for changes in the contractor's price of materials, labor, and transportation may be permitted.  Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365\_calendar days after the effective date of the contract.  Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

The contractor shall document the amount and proposed effective date of any general change in the price of materials, labor, and transportation.  Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.  Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase.  The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department.  The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved.  However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices.

"Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately.  Failure to do so will result in action to recoup such amounts.

**PERFORMANCE AND PAYMENT BONDS**: The successful Offeror/Bidder may be required deliver to the Virginia Tech Procurement Department executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with Virginia Tech as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Virginia Tech Procurement Department. Standard bond forms will be provided by the Virginia Tech Procurement Department prior to or at the time of award. The efficacy of bonds will be determined on a project by project basis.

**SAFETY**: The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech’s Environmental, Health and Safety Services (EHSS) web site at this URL <http://www.ehss.vt.edu/programs/contractor_safety.php>. A copy of the publication may also be obtained by contacting EHSS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

**SIDEWALK POLICY**: Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

**SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

**TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

**WARRANTY (COMMERCIAL)**: The contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Virginia Tech by any other clause of this solicitation. A copy of this warranty must be furnished with the Proposal/Bid.

**WORK SITE DAMAGES**: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.

**ATTACHMENT B**

Virginia Tech’s main greenhouse range is located on the corner of Washington Street and Garden Lane, in-between the Hahn Horticulture Garden and McComas Hall. Many departments and programs utilize the greenhouses 51,000 square feet of space for teaching, research and extension activities. Ten wings of glass houses are joined by a central corridor, and eight self-contained fiberglass, polyethylene or polycarbonate houses supplement the main range. In addition to the main greenhouse complex on campus, Virginia Tech has greenhouse facilities at numerous off campus locations and Agricultural Research and Extension Centers (ARECs) statewide, including

* Glade Road Research Center, Blacksburg, VA
* Price’s Fork Research Center, Blacksburg, VA
* Smithfield Road, Blacksburg, VA
* Alson H. Smith, Jr. AREC, Winchester, VA
* Eastern Shore AREC, Painter, VA
* Hampton Roads AREC, Virginia Beach, VA
* Reynolds Homestead Forestry Resources Research Center, Critz, VA
* Southern Piedmont AREC, Blackstone, VA
* Tidewater AREC, Suffolk, VA



**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, Request For Proposal Number \_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_, together with all written modifications thereof and the proposal submitted by the Contractor dated \_\_\_\_\_\_\_\_\_ and the Contractor's letter dated \_\_\_\_\_\_\_\_\_\_, all of which Contract Documents are incorporated herein.

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

Contractor: Virginia Tech

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

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

Attachment D

Pricing Proposal for Labor and Equipment Supplied By Contractor

Contractor shall be required to include detailed breakdowns of costs on all quotes and invoices for verification of contract pricing. Reimbursable costs for equipment rentals/materials must be documented and included with the invoice. Costs plus proposals are not acceptable as per the Rules Governing Procurement of Goods, Services, Insurance, and Construction by Public Institutions of Higher Education of the Commonwealth of Virginia (Section 24).

Please provide below the following standard pricing that will be followed in the submission of quotes per project:

**Equipment and Materials:**

Minimum Percentage off published list price: \_\_\_\_\_\_\_%

 (\*if requested, contractor shall be prepared to supply the applicable published list price sheet)

**Standard Labor Hourly Rates (per hour)**

Foreman: $\_\_\_\_\_\_\_ Normal $\_\_\_\_\_\_\_\_ Overtime $\_\_\_\_\_\_\_\_ Holiday

Laborer: $\_\_\_\_\_\_\_ Normal $\_\_\_\_\_\_\_\_ Overtime $\_\_\_\_\_\_\_\_ Holiday

Electrician: $\_\_\_\_\_\_\_ Normal $\_\_\_\_\_\_\_\_ Overtime $\_\_\_\_\_\_\_\_ Holiday

Other Labor Rates that are applicable: (please specify the classification)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: $\_\_\_\_\_\_\_ Normal $\_\_\_\_\_\_\_\_ Overtime $\_\_\_\_\_\_\_\_ Holiday

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: $\_\_\_\_\_\_\_ Normal $\_\_\_\_\_\_\_\_ Overtime $\_\_\_\_\_\_\_\_ Holiday