

## Request for Proposal #R0058875

For

Tree Trimming and Clearing

For Utility Right-of-Ways

April 19, 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 #R0058875

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Mary Seyler, Phone: (540) 231-3813. e-mail: mseyler@vt.edu.

DUE DATE: Proposals will be received until **May 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 contract through competitive negotiations for Tree Trimming and Clearing for Utility Right-Of-Ways by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

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 two (2) year(s), or as negotiated. There will be an option for three (3) 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 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 Electric Service (“VTES”) is the electric utility provider for Virginia Tech Blacksburg, Virginia campus and about 6,000 residential and commercials customers in the Town of Blacksburg. As part of those services, it is necessary to maintain the power lines and to keep them free of trees and brush. This RFP seeks to establish a term contract for tree trimming and clearing around the utility lines maintained by VTES.

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.

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.

VII. STATEMENT OF NEEDS:

1. Service Requirements:
	1. The contractor shall provide all labor, tools, equipment, transportation and all incidentals required and/or implied for the complete and satisfactory performance of tree trimming and clearing of utility right-of-ways including overhead high voltage distribution with voltage to 12KV, on an as needed basis by Virginia Tech.
	2. This work shall include but not be limited to, the trimming of trees and shrubs encroaching on utility right-of-ways, complete removal of trees and shrubs down to ground level along new right-of-ways, reduction of tree and brush materials by use of a wood chipper and hauling chips to a designated location on the Virginia Tech campus.
2. Quality Of Work: All work shall be performed according to the standards of the industry, and to the complete satisfaction of Virginia Tech. Pruning shall be performed in accordance with the Standards of the National Arborist Association for Class III and JV pruning. All work shall be performed so as to minimize the damage to remaining trees and shrubs.
3. Personnel Qualifications:
4. All personnel used by the contractor for the performance of this work shall be properly trained and qualified for work of this type, and shall have the minimum ability and experience for each classification as defined below.
5. Personnel shall be knowledgeable of and compliant with OSHA 29 CFR Plant I 910.269 pertaining to Line-Clearing Tree Trimming.
6. Virginia Tech reserves the right to refuse to accept services from any personnel deemed by Virginia Tech to be unqualified, disorderly or otherwise unable to perform assigned work.
7. The contractor shall provide evidence of qualifications for any personnel performing work under this contract upon request by Virginia Tech.
8. Tree Trimmer: Shall be an experienced and capable tree trimmer, and shall have a minimum of five years experience in tree trimming around high-voltage power lines and equipment. Tree trimmers shall be thoroughly knowledgeable of the methods, techniques, tools and equipment of the tree trimming trade. Tree trimmers shall be able to independently perform, supervise and direct tree trimming and clearing. In addition, tree trimmers shall be equipped with hand and power tools necessary for the work including required safety equipment.
9. Trimmer Helper: Shall be an assistant level tree trimmer, with the ability to assist in tree trimming and clearing work under the supervision of the tree trimmer. Trimmer helpers shall be equipped with all hand and power tools necessary for work, including safety equipment.
10. Equipment: The contractor shall provide the following equipment on an as needed hourly rate basis as requested by Virginia Tech. The contractor shall maintain all equipment in first-rate operating condition, including fuel/oil.
	1. Bucket Truck: Shall be equal to a self-propelled hydraulically elevated work platform with a vertical reach sufficient for the required work, and shall be equipped with a dump bed.
	2. Chipper: Shall be suitable for chipping large pieces of brush and limbs in an efficient fashion.
	3. Chain Saw: Shall be suitable for high volume, heavy duty tree trimming and clearing work.
11. Normal Work Load: The Contractor shall be prepared to provide one tree trimming crew to Virginia Tech on an as needed basis and upon a two-week notice. A tree trimming crew shall consist of one tree trimmer, two trimmer helpers, one bucket truck, one chipper and two chain saws. However, tree trimming crews may vary in size and equipment as deemed appropriate by Virginia Tech.
12. Emergency Response: In the event of an emergency situation, such as a hurricane or storm, which warrants emergency response measures per Virginia Tech, the Contractor shall provide up to three complete trimming crews to Virginia Tech upon an eight hour notice. The Contractor shall maintain these crews on the job as long as deemed necessary by Virginia Tech to correct the emergency situation.
13. Other Requirements:
	1. Permits: The Contractor shall secure all the necessary permits for their work in the Town of Blacksburg, Virginia and the Virginia Tech campus and shall comply with all applicable town, University, and state laws, ordinances, policies and procedures.
	2. Work Schedule: Hourly rate work shall normally be performed according to Virginia Tech’s work schedule of 8:00 a.m. to 4:30 p.m., with a half hour for lunch. The work schedule may be adjusted as agreed upon for each project by Virginia Tech and the Contractor.
	3. Time Paid: Hourly rate personnel and equipment (used during the project) shall start upon arrival and sign-in at Virginia Tech and end upon sign-out and shall not include travel time, lunch breaks or other breaks. Time shall be rounded to the nearest half hour.
	4. Overtime Rates: Shall be paid for any time over forty hours per week including Saturday and Sunday, except when the work schedule has been changed in agreement with Virginia Tech and the Contractor. Overtime rates shall be 1.5 times the regular rate as bid for hourly rate personnel only. Overtime rates shall not apply to equipment.
	5. Uniforms: All employees of the contractor and subcontractors shall wear uniforms or other appropriate Virginia Tech approved attire at all times to designate their affiliation with the Contractor.
	6. Quality and Discipline of Employees: The Contractor shall maintain adequate protection of all work from damage and shall protect all other property from damage, injury or loss arising in connection with the work of any unfit person or anyone not skilled in the work assigned to him/her.
	7. Traffic Control: The Contractor shall coordinate with the Virginia Tech Police Department where roadways must be blocked or where vehicular traffic must be restricted during the performance of the services included herein. Except for emergencies, the Contractor shall not block or otherwise restrict vehicular traffic without the prior approval of the Virginia Tech Police Department.
	8. Safety Precautions:
		1. The Contractor shall comply with the rule and regulations of OSHA and the Department of Labor. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the equipment and methods for the work described herein.
		2. The Contractor shall be responsible for any damage which may result from improper construction, maintenance or operation during the projects described herein.
		3. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workers and the public and shall post danger warnings against any hazards created by the operation.
		4. The Contractor shall designate a responsible member of the organization on the work site whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with Virginia Tech in writing, with a copy to Virginia Tech Police Department, this person shall be the superintendent of the Contractor.
14. Estimates Of Work:
	1. Upon request by Virginia Tech and for work with adequate plans and specifications or written directions, the Contractor shall prepare and submit to Virginia Tech a written estimate required to perform the work specified under this contract (with a specific quantity of each contract billable unit). This work may then be performed by the Contractor only with Virginia Tech’s written authorization. Invoices submitted to the Contractor for work performed shall be itemized by each contract billable unit and the total dollar amount of the invoice(s) submitted shall not exceed the Contractor’s written estimate.
	2. Virginia Tech reserves the right to make or obtain other estimates prior to authorizing the Contractor to proceed in order to comply with the requirements of state regulations to determine price reasonableness. If the estimate is considered not to be reasonable, the Contractor will be asked to review the estimate and resubmit. If the revised estimate is still considered to be unreasonable, Virginia Tech reserves the right to obtain the work from another source.

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. In order for proper evaluation to occur, each proposal should address, or expand upon, the criteria listed below and found under section IX.SELECTION CRITERIA AND AWARD below. Offerors are required to submit the following information/items as a complete proposal:

* 1. A completed pricing sheet (Attachment D) for each location to be considered. A Virginia Tech objective is to hold pricing firm during the first two years of the contract. Pricing may be adjusted for renewals. Provide a statement regarding how you propose to adjust pricing upon renewal.
	2. Three business references for whom your firm has been providing related services for at least two years. Provide contact information of individuals familiar with the work of your firm.
	3. Provide an overview statement of the firm and its experience in providing grounds maintenance services. A statement of your plan for providing service, including machinery available and the location from which you intend to provide service. Provide information regarding how you supervise and quality control the work.
	4. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

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 and one (1) copy** 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.

3. 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~~s~~, including price, if so stated in the Request for Proposal~~s~~. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offerors which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech reserves the right to make multiple awards as a result of this solicitation. Virginia Tech may cancel this Request for Proposal~~s~~ or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated. See Attachment C for sample contract form.

X. INQUIRIES:

 **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 3PM on May 6, 2019. Inquiries must be submitted to the procurement officer 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 located at the following link: [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 the following link: <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, VCCO, Contracts Officer with Facilities Contracts shall be the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

1. The Contract Administrators in each user departments shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, 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 – Zone Map for Cooperative Contracts

Attachment C – Sample of Standard Contract Form

Attachment D – Price Schedule

**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: Mary Seyler

 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, VCCO

       Facilities Contracts

       225 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.

**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. **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:

* 1. **CRIMINAL CONVICTION CHECKS**: All criminal conviction checks must be concluded prior to the Contractor’s employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Virginia Tech reserves the right to audit a contractor’s background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If at any time during the term of the contract Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee’s access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.
	2. **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.
	3. **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.
	4. **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:

* + 1. Worker's Compensation - Statutory requirements and benefits.
		2. Employers Liability - $100,000.00
		3. 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.
		4. Automobile Liability - $500,000.00

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.

* 1. **PRICE ESCALATION/DEESCALATION**: Price adjustments may be permitted only for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI-All Services table. No price increases will be authorized for 730 calendar days (2-year initial term) after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the Virginia Tech Procurement Department. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech.

Contractor shall give not less than 30 days advance notice of any price increase to the Virginia Tech Procurement Department. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. 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.

The Virginia Tech Procurement Department will notify the Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Virginia Tech Procurement Department.

* 1. **PRIME CONTRACTOR RESPONSIBILITIES**: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
	2. **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.
	3. **REFERENCES**: Offerors should provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION ADDRESS

CONTACT PERSON TELEPHONE

1.

2.

3.

* 1. **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.
	2. **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.
	3. **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.
	4. **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.
	5. **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**

**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, 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

PRICE SCHEDULE

1. Tree Trimmer: $ /hour
2. Trimmer Helper: $ /hour
3. Bucket Truck: $ /hour
4. Chipper: $ /hour
5. Chain Saws: $ /hour