

**CONTINUING AND PROFESSIONAL EDUCATION**

**Connect. Plan. Enrich.**

## Request for Proposal # 0059462

For

Conference Facilities and Services

Pavement Evaluation Conference

Offsite Reception at

Virginia Transportation Museum

September 18, 2019

Issued 07/18/2019

**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 ISSUED AND MANAGED BY VIRGINIA TECH PROCUREMENT ON BEHALF OF VT CONTINUING AND PROFESSIONAL EDUCATION**

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| **EVENT GENERAL INFORMATION** |
| **Event Name/Title** | Pavement Evaluation Conference |
| **Host Organization Name:** | **Virginia Tech Transportation Institute** |
| **Event Project Manager Name and Contact Info:** | Erich Sawyer – erichs1@vt.edu 540.231.4084 702 University City Blvd. Blacksburg, VA 24061 |
| **Location of Event (city/state)** | Virginia Transportation Museum – Roanoke, VA |
| **Preferred Event Dates (Start to Finish):** | September 18, 2019 6pm-9pm |
| **Alternate Dates (1) and (2) (Start to Finish):** |  |
| **Event Objective Overview:** | **Food stations for reception** |
| **Expected Total Attendance:** | 100-150 |
| **Attendee Demographics Profile:** | Pavement companies, engineers, transportation, education |
| **Accessibility Special Needs:** | **Meeting, dining and lodging must be handicapped accessible. It is preferred that all meeting space be all on the main level or easily accessible by elevator.**  |
| **Past Event Details:** | N/A |
| **Statement of Needs (Narrative):*****Reception/Banquet service from 6:00pm to 9:00pm on September 18, 2019 at the Virginia Transportation Museum for 100+ participants including stationary and passed foods. Foods to upscale quality with moderate to heavy Hors D’Oeuvres containing at least two items passed and 5 stationary selections. Will need alcohol service using caterer’s license to include a cash bar and drink tickets. Catering needs to be full service including linens, tables, staffing and coordination between catering company and Virginia Transportation Museum.*** ***Note: Group is tax exempt on Food and Beverage.*** |

INSTRUCTIONS FOR SUBMITTAL OF PROPOSAL and TERMS AND CONDITIONS THAT APPLY TO THIS AWARD

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Erich Sawyer erichs1@vt.edu 540.231.4084 Questions must be received by: same

DUE DATE: Proposals will be received until 7/29/2019, Time (3:00 PM). Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

REMITTANCE ADDRESS:

**Electronic Submissions:** Proposals can be emailed to University Contracting Officer, Daysha Holmes, daysha94@vt.edu, 540-231-1269. Proposers are strongly encouraged to confirm receipt of any proposal submitted by email. It is the vendor’s responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.

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.

INVOICES: Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to erichs1@vt.edu or by mail to:

 Attn: Erich Sawyer

Virginia Polytechnic Institute and State University (Virginia Tech)

Continuing and Professional Education

702 University City Blvd.

Mail Code 0364

Blacksburg, Virginia 24061

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

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. 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.

SELECTION CRITERIA AND AWARD: Proposal should contain adequate information to be evaluated on:

 Maximum Point

Criteria Value

1. Quality of products/services offered and suitability for 25

 the intended purposes

2. Qualifications and experiences of Offeror in providing 20

 the goods/services

3. Specific plans or methodology to be used to provide the 25

 Services

4. Cost (or Price) 20

5. Participation of Small, Women-Owned and Minority

 (SWAM) Businesses as primary vendor or subcontractors 10

 in order to provide the services required. \_\_\_\_\_\_

 Total 100

TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A. If the awarded entity requires and event contract to be executed and terms and conditions within that contract are in conflict with the terms and conditions of this solicitation, the terms and conditions found in Attachment A of this solicitation shall prevail unless otherwise negotiated.

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.

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

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.

ATTACHMENTS:

Attachment A – General and Additional Term and Conditions

**IMPORTANT: THIS INFORMATION FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL IN ORDER TO BE CONSIDERED:**

Pavement Evaluation Conference offsite reception 569231

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| 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 |  |

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\_\_\_\_\_\_\_\_\_\_\_\_\_

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.

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

**ATTACHMENT A**

**TERMS AND CONDITIONS**

**RFP GENERAL TERMS AND CONDITIONS**

See:

<http://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_07012017.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 or the awarded entity’s contract, all of which shall be referred to collectively as the Contract Documents. Should there be a conflict in terms and conditions, the terms and conditions of this solicitation (Attachment A) shall prevail.
6. **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.**
7. **INSURANCE**:

By signing and submitting a proposal under this solicitation, the Offeror 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 minimum or above 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

1. 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.
2. **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.