Request for Proposal # 0060293

For

Excavation Services

February 3, 2020

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.
QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Kim Widrig, Buyer Senior, Phone: (540) 231-8543 e-mail: kdcromer@vt.edu

DUE DATE: Proposals will be received until March 3, 2019 at 3:00 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.

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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: ______________________

08/15/2019
I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for excavation services 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 2 year(s), or as negotiated. There will be an option for one (1) three-year renewal, 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.

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 entities shall 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. SCOPE OF SERVICES:

The Contractor shall provide Excavating Services when requested by Virginia Tech and as specified herein.
A. WORK INCLUDED: The Contractor shall provide all labor, tools, equipment, and all incidentals required and/or implied for the complete and satisfactory performance of all types of site excavating services on an as needed basis by Virginia Tech. This work shall include, but not be limited to, site preparation, excavation and grading for parking lots, buildings and other structures, ditch work for site utilities, demolition and hauling of debris, and other site work to be performed by the specified personnel and equipment on an hourly or other unit of measure rate basis.

B. QUALITY OF WORKMANSHIP: All work shall be quality work performed in a professional manner in accordance with the standards of the industry, and to the complete satisfaction of Virginia Tech. The Contractor shall be responsible for quality control measures to ensure that all work performance is professional, high quality and as efficient as possible. Except as directed otherwise by Virginia Tech, the Contractor shall advise and/or select the best equipment ratios, types of equipment and arrangement of work sequences to suit each project.

C. PERSONNEL QUALIFICATIONS: 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 his classification as defined below. 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. The Contractor shall provide and keep up to date a list of all personnel performing work under this contract with classification(s) denoted, as well as written evidence of the personnel’s qualifications for those classifications.

1. Campus Superintendent Coordinator: Contractor shall provide without charge to Virginia Tech, an experienced campus coordinator superintendent, with the ability to manage and supervise complex campus projects and Contractor personnel. Must have thorough knowledge of the equipment, practices and standards of all types of site work. Must have supervisory experience, be proficient in reading and interpreting complex blueprints and specifications, and be able to accurately lay out and direct site work. Shall perform project management duties as required by Virginia Tech, to include interaction and coordination with other craft supervisors and Contractors, assistance with material estimating and specifications, liaison with Physical Plant Department, Virginia Tech personnel, and architects, assistance with scheduling, and maintenance of associated paperwork, reports, records, and as-built drawings. Contractor shall provide transportation to and from Virginia Tech and work site.

2. Working Foreman: Shall be fully trained and experienced in the knowledge of the equipment, practices and standards of all types of site work. Must have supervisory experience, be proficient in reading and interpreting complex blueprints and specifications, and be able to accurately lay out and direct site work. Shall perform project management duties as required by Virginia Tech, to include interaction and coordination with other craft supervisors and Contractors, assistance with material estimating and specifications, liaison with Physical Plant Department, Virginia Tech personnel, and architects, assistance with scheduling, and maintenance of associated paperwork, reports, records, and as-built drawings. Shall have all of the hand tools, safety equipment, and other incidentals necessary for the performance of the work. Shall demonstrate adequate team leadership experience and abilities in laying out work, assisting tasks, ordering materials, and overseeing projects to completion. Contractor shall provide transportation to and from Virginia Tech and work site.

3. Transitman: Shall be skilled in the operation of a transit, and be able to independently perform transit work. Shall be able to read complex blueprints and specifications and accurately lay out and direct work. Shall be equipped with a transit and associated
equipment and tools, safety equipment, and other incidentals necessary for the satisfactory performance of the work. Contractor shall provide transportation to and from Virginia Tech and work site.

4. **Skilled Personnel:** Includes equipment operators and truck drivers. Shall be able to independently perform assigned site work tasks within qualifications, and be able to coordinate work with other operators, superintendent, and Virginia Tech personnel. While carrying out assigned duties, will also be required to supervise one or more laborers and/or other personnel and direct associated site work tasks or small projects.

   a. **Equipment Operator:** Shall be skilled in the operation of the equipment to which he is assigned so as to produce quality and satisfactory work. Must have knowledge of the standard practices of site work, and be able to independently perform assigned site work tasks upon adequate direction from Virginia Tech or Site Superintendent. Equipment operators may be required to operate more than one piece of equipment, and are expected to perform other duties as required when equipment is idle. Shall have all of the hand tools, safety equipment, and other incidentals necessary for the performance of the work. Contractor shall provide transportation to and from Virginia Tech and work site.

   b. **Truck Driver:** shall be skilled and properly licensed in all aspects of the operation of dump trucks and road tractors with low boys, so as to produce quality and satisfactory work. Will be expected to perform other duties as required when equipment is idle. Shall have all of the hand tools, safety equipment, and other incidentals necessary for the performance of the work. Contractor shall provide transportation to and from Virginia Tech and work site.

5. **Laborer:** Shall be able to perform routine labor tasks associated with site work, landscape maintenance, site debris removal, site snow removal under the supervision of a superintendent, foreman, skilled personnel, or blaster. Shall be able to use all common power tools and hand tools in the performance of site work tasks. Shall be equipped with all hand tools, safety equipment, and other incidentals necessary for the performance of the work. Shall also be equipped with all power tools and associated parts and accessories as necessary for the performance of assigned work, including but not limited to, skill saws and blades, hammer drills, hammer drill motors and bits. Contractor shall provide transportation to and from Virginia Tech and work site.

6. **Blaster:** Shall be skilled and experienced in all aspects of blasting work, and be able to independently perform blasting work from blueprints and specifications, or other instruction. Shall be a certified blaster in accordance with the most current edition of the Virginia Statewide Fire Prevention Code. Will be required to coordinate work with other personnel and may be required to supervise one or more laborers or other personnel in the performance of associated work. Shall be equipped with all necessary blasting equipment and tools, safety equipment, and other incidentals necessary for the satisfactory performance of blasting work. Blasting caps and dynamite will be paid for separately by Virginia Tech, see Section E, Blasting. Contractor shall provide transportation to and from Virginia Tech and work site.

D. **EQUIPMENT SPECIFICATIONS:** Equipment shall meet the minimum specifications as defined below, and shall be maintained in first-rate operating condition so as to produce a satisfactory quality of work. The Contractor shall provide all fuel, oil, consumables, common equipment attachments, and maintenance servicing as necessary with each piece of equipment.
1. **Large Track Loader**, equal to a Caterpillar 963, equipped with approximately a 2.5 CY bucket.

2. **Small Track Loader**, equal to a Caterpillar 943, equipped with approximately a 1.5 CY bucket.

3. **Rubber-Tire Loader**, equal to a Caterpillar 936, equipped with approximately a 2.5 CY bucket.

4. **Track Backhoe**, capable of approximately 21' digging depth, equipped with 24", 36", and 48" buckets.

5. **Rubber-Tire Backhoe**, capable of approximately 14'-6" digging depth, equipped with 12", 18", 24" and 36" buckets.

6. **Four Wheel Drive Rubber-Tire Backhoe**, with extender, capable of approximately 17' digging depth, equipped with 12", 18", 24" and 36" buckets.

7. **Track Dozer**, equal to a Caterpillar D6, equipped with approximately a 10' straight blade.

8. **Ditch-Witch**, with 8" to 10" chain digging width, with approximately a 4.5 ft. digging depth or equal.


10. **Road Tractor**, with low boy, capable of hauling up to 30 tons.

11. **Tandem-Axle Dump Truck**, with a specified gross weight of approximately 52,000 pounds.

12. **Single-Axle Dump Truck**, with capacity of approximately 5 tons, equipped with 11' snow blade when requested.

13. **Dump Trailer**, approximately 22 ton capacity.

14. **Motorgrader**, equal to a Caterpillar 120, with approximately a 12' standard blade length.

15. **Soil Compactor**, smooth drum vibratory, self-propelled, approximately 155 HP, with approximately 84" drum width and 60" drum height.

16. **Farm Tractor**, approximately 30 HP, equipped with yard rake when requested.

17. **Sheepsfoot Roller**, dual-drum, with a minimum width of approximately eight feet.

18. **Air Compressor**, gas or diesel powered, at least 175 CFM, equipped with a pavement breaker, rock drill, or rock splitter, as requested.


20. **Vibratory Tamper**, gas powered, at least 3 HP, with a compacting surface of at least 115 square inches.

21. **Concrete Saw**, gas powered portable hand-held concrete saw, at least 12" blade size, including blades suitable for job.
22. **Chain Saw**, gas powered chain saw, at least 20" bar size.

23. **Vibrator**, Plat Compactor, 3 HP motor, 16" wide x 24" long plate, with water attachment if needed.

24. **Trench Box**, approved protective shoring device for deep trench excavating, approximately 4' wide x 8' deep x 20' long.

25. **Pipe Laser**, suitable for accurately laying sewer pipe and other site work as needed.

**E. BLASTING:** The Contractor shall provide blasting work as required by Virginia Tech. All blasting work, including the possession, storage, sale, transportation and use of explosives and blasting agents, shall be in strict compliance with the most current edition of the Virginia Statewide Fire Prevention Code. The following shall also apply:

1. The Contractor shall notify the Virginia Tech Police Department, Phone: (540) 231-6411, at least three working days prior to any blasting activities in order to obtain a blasting permit. The Contractor shall not proceed with blasting activities without the blasting permit, or other written permission from Virginia Tech.

2. Not more than the current day's requirement of blasting materials shall be permitted at the work site or on the Virginia Tech campus or property.

3. Blasting records shall be retained by the Contractor as required by the VSFPC, a copy of which shall also be submitted to Virginia Tech at the completion of each blasting project.

4. Blasting shall normally be performed using DOT 49CFR approved dynamite and blasting caps which shall be paid for separately by Virginia Tech, per each set.

**F. CORE DRILLING:** The Contractor shall provide 3-1/2" to 6-1/2" core drilling in stone, concrete, masonry, and other similar materials, to a depth of up to 24". Core drilling shall be performed on a unit price basis for each hole size, per inch of depth. The unit price for core drilling shall include all labor, equipment and expendables, including drill bits.

**G. SCHEDULING:** Scheduling of work will normally be as follows:

1. For normal work, including small projects, the Contractor shall provide equipment and personnel as requested by Virginia Tech on an as needed basis upon a 48 hour notice.

2. For large, scheduled projects, Virginia Tech will notify the Contractor at least two weeks ahead of time, and will give appropriate personnel and equipment requirements, with specific requirements to be determined as the job progresses.

3. In case of emergencies, the Contractor shall provide equipment and personnel as requested by Virginia Tech upon a two hour notice.

**H. NORMAL WORK LOAD:** Based on records regarding past work, as a minimum, the Contractor should be prepared to provide Virginia Tech with up to the following equipment and personnel at any given time during the contract period:

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<td>Transitman</td>
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Working Foreman 1 each
Laborers 12 each
Equipment Operators 6 each
Truck Drivers 8 each
Rubber Tire Backhoes 5 each
Tandem Dump Trucks 8 each
Tampers 4 each
Air Compressors w/attachments 3 each
All other equipment 1 each

I. OTHER REQUIREMENTS:

1. Parking Permits and Regulations for Contractors: All Contractor vehicles parked on the Virginia Tech campus must display a parking permit. Contractors shall note that vehicles parked on the Virginia Tech campus without a parking pass or permit are subject to ticketing and fines.

For overnight parking, the Contractor’s company owned vehicles shall use the parking lot in front of Virginia Tech Printing Services and Surplus Property offices at 1411 South Main Street also known as the old K-Mart parking lot. Privately owned vehicles (POV) may park at the location. No overnight (24 hours) parking is allowed on campus. If parking POV’s on campus, Parking Services will identify which lot the POV shall park; currently the Track/Soccer, Overflow or East Cassell lot. To be entitled to park in these lots the Contractor shall be required to buy a daily, weekly, monthly or annual permit from Parking Services. It shall be the responsibility of the Contractor to shuttle employees to the job site.

If the need arises, Virginia Tech may direct that Contractor owned vehicles be parked in a location or locations other than 1411 South Main Street, Blacksburg, VA.

2. Turf Permits: These permits are issued by Parking Services to all vehicles requiring temporary parking on the grass except for construction equipment, loaders, graders, etc. Parking Services’ management shall decide who can obtain a Turf Permit. This permit does not allow parking on sidewalks and plazas. As a courtesy please do not park under trees. Refer to University Policy 5000, Section 2.9.12, point 6 on the internet for more details. There will be a $50 charge per permit for all non-state vehicles.

3. Sidewalk Policy: Sidewalk access to land-locked buildings is only allowed along designated routes. Vehicle pull-offs are designed at land-locked building sites to move parked vehicles off sidewalks (but not onto turf). Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law and shall be subject to fines. 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 sidewalk. The Contractor shall be responsible for any damage to the turf and anything that is located adjacent to the sidewalk.

The procedure to obtain a permit to operate vehicles on a sidewalk is the same as outlined for Turf Policy. Any vehicle parked illegally on a sidewalk shall be subject to ticketing, fines and towing if necessary.

4. Time Paid for hourly rate personnel and equipment (used during project use) shall start upon arrival and sign-in at Virginia Tech and end upon sign-out and shall not including travel time, lunch breaks, or other breaks. Time shall be rounded to the nearest 1/2 hour.
5. **Minimum Two Hour Labor Charges** shall be allowed only for work performed completely outside of Normal Work Schedule as defined below. The Minimum Two Hour Labor Charge shall apply for all combined work performed for Virginia Tech, not for each individual project.

6. **Utilities:** Virginia Tech will provide water and electricity as necessary for the performance of this work. The Contractor shall supply all connections to utilities, such as hoses, cords, etc.

7. **Asbestos:** The Contractor is contracted by Virginia Tech to perform work in buildings where asbestos-containing materials (ACM) may be located. The Contractor will be informed by the Virginia Tech project coordinator/manager of the location of suspect and known ACM in the work area(s) to which the Contractor is assigned. The Contractor shall under no circumstances damage or disturb suspect or known ACM’s unless the Contractor has been specifically retained to perform this work as a part of the contract and the Contractor holds a valid Virginia Asbestos Contractor License. The Contractor shall provide his/her employees with asbestos awareness and other training or activities required by 29 CFR 1926.1101 for the safe performance of their work. Prior to commencement of work, the Contractor shall submit to Virginia Tech Facilities Safety (FS), for review and approval, his written work practices, precautions, procedures, and engineering controls to be used during work that may disturb ACM. Work shall not proceed until the proposed work practices have been approved by FS.

No asbestos containing materials, including floor materials or flooring adhesives, roofing materials or roof mastics, are permitted for new installations.

8. **Lead:** The Contractor is contracted by Virginia Tech to perform work in buildings where lead-containing materials such as lead-based paint may be located. Work performed under this contract may impact these lead materials (for example, during building renovations), but does not include lead abatement or de-leading operations. The Contractor will be informed by Virginia Tech project coordinator/manager of the location of suspect and known lead containing materials in the work area(s) to which the Contractor is assigned. The Contractor shall provide all employees on site with training and equipment required by 29 CFR 1926.62 for the safe performance of the work. The Contractor may not perform de-leading or lead abatement unless the Contractor holds a valid Virginia Lead Contractor License and has been specifically retained to perform this work as a part of the contract. Prior to commencement of this work the Contractor shall submit to Virginia Tech FS Department, for review and approval, all his written work practices, precautions, procedures, and engineering controls to be used during work that may disturb Lead Containing Materials. Work shall not proceed until the proposed work practices have been approved by Facilities Safety (FS).

No lead containing products shall be permitted for new installations.

9. **Uniforms:** All employees of the Contractor and Subcontractor shall wear uniforms or other appropriate Owner approved attire at all times to designate their affiliation with the Contractor.

10. **Duty to Protect Property:** The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work. The Contractor shall make good any such damage, injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by the Owner.
11. **Safety Precautions:** The Contractor shall comply with the rules and regulations of OSHA and the Department of Labor. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance or operation. 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 construction operations. The Contractor shall designate a responsible member of his organization on the work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with the Owner in writing with copy to Virginia Tech Police, this person shall be the Superintendent of the Contractor.

12. **Existing Utilities:** Verify with owner’s Representative that the location of existing underground utilities in the area of work has been performed. If utilities are to remain in place, the Contractor shall provide adequate means of protection during earthwork operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult Owner immediately for directions. Cooperate with the Owner and utility companies in keeping respectable services and facilities in operation. **Contractor shall be responsible for contacting Miss Utilities of Virginia (800-552-7001).**

13. **Submission of List:** As soon as possible, after notice of Work Order and in any event not later than three days prior to the time fixed in the Work Order, the Contractor will submit in writing to the Owner a list of the names of Subcontractors the Contractor shall employ on the work. The list is to include all emergency contract phone/pager/cellphone numbers of Contractor and Subcontractor. The list of Subcontractors is for the purpose of establishing what trades and portions of the work are to be performed under the Work Order.

14. **Key Control:**

   a. No person shall knowingly possess an unauthorized key to property owned by Virginia Tech. Physical Plant’s Key Control Office is the only authorized vendor for University key requests.
   
   b. All keys remain the property of Virginia Tech. Keys which are no longer needed must be returned to the Key Control Office.
   
   c. Stolen or lost keys must be reported immediately to the Virginia Tech Police Department & Key Control Office.
   
   d. The installation, changing or removal of locks shall be performed only by contractor or an authorized Key Control Office designate.
   
   e. Unauthorized locks are prohibited on doors and if found will be removed and discarded. Any damage or repairs necessitated by the removal of unauthorized locks will be the responsibility of the contractor found in violation of this section.
   
   f. Keys should at no time be left unattended (hanging in a door lock, lying on a desk, etc.).
   
   g. Each Contractor will be responsible for developing and enforcing a key return policy. All Contractors must surrender all University keys issued to them upon termination or completion of project.
   
   h. Keys are not to be transferred from their assigned carrier to another without proper documentation.
i. The Contractor shall be responsible for the total cost of keys requested and for work done to re-secure an area whenever a key is lost or stolen.

j. The contractor shall return any existing hardware removed from a project to the Key Control Office.

k. No area outside of the project scope will be accessed by the contractor for an individual without the approval of the Owner’s Representative designated as responsible for the area. Said designate will be responsible for verifying authority and identity of the individual requesting access.

15. Estimates of Work:

a. 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 (quantity of each contract billable unit) required to perform the work specified under this contract. This work may then be performed by the Contractor only with Virginia Tech’s written authorization. Invoices submitted by 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.

b. 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 his 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.

16. Work Schedule: Hourly rate work shall normally be performed according to Virginia Tech's work schedule which at present is 8:00 a.m. to 4:30 p.m. with 1/2 hour for lunch. The work schedule may be adjusted as agreed upon by Virginia Tech and the Contractor. The work schedule for unit price work shall be as agreed upon for each project by Virginia Tech and the Contractor.

17. Identification of Personnel and Equipment shall be made by the Contractor to Virginia Tech's satisfaction immediately upon award of contract, and may include alphanumeric identification of personnel and equipment, lists, equipment labels, and other measures as deemed necessary by Virginia Tech. All identification information and measures shall be kept strictly up to date at all times.

18. Utilities: Virginia Tech will provide water and electricity as necessary for the performance of this work. The Contractor shall supply all connections to utilities, such as hoses, cords, etc.

19. Equipment Storage Facilities shall be provided on the Virginia Tech Campus by Virginia Tech for the Contractor's use in storing equipment. The Contractor shall be responsible for the security and protection of the storage facilities and his equipment therein, including any fences or other structure he may deem necessary.

VIII. PROPOSAL PREPARATION AND SUBMISSION:

A. 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. Plan for providing services:
   a. Detailed explanations of your firm's approach to meeting the needs of the university as outlined in the scope of service, notating each section individually.
   b. Describe Offeror's turn-around time.
   c. Please refer to the appropriate section with each response for ease in reviewing proposals.

2. Qualifications and Experience:
   a. A complete and detailed description of Offeror's qualifications and experience relative to the services described herein.
   b. Provide any certifications, licenses, or specialized training, if required and/or applicable.
   c. Offeror's organization data, including size and structure of firm, joint venture and/or subcontractor arrangements if any, location of branch offices and financial standing.
   d. Provide proof of insurance
   e. Provide a list of three (3) references.

3. Pricing Schedule:
   a. Submit hourly rates on Attachment A of the Pricing Schedule with your proposal.
   b. Outline any additional costs which may occur in performing these services.

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/

5. The return of the General Information Form and addenda, if any, signed and filled out as required.

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

   a. One (1) original and four (4) copies of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.

   b. 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.

   c. 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:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<table>
<thead>
<tr>
<th>Maximum Point Criteria</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Quality of products/services offered and suitability for the intended purposes</td>
<td>10</td>
</tr>
<tr>
<td>2. Qualifications and experiences of Offeror in providing the goods/services</td>
<td>25</td>
</tr>
<tr>
<td>3. Specific plans or methodology to be used to provide the Services</td>
<td>25</td>
</tr>
<tr>
<td>4. Cost (or Price)</td>
<td>30</td>
</tr>
<tr>
<td>5. Participation of Small, Women-Owned and Minority (SWAM) Business</td>
<td>10</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

B. 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 D for sample contract form.

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

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 February 17, 2019 at 12:00 PM. 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 or contact the procurement officer identified in
the RFP: http://www.procurement.vt.edu/vendor/wellsone.html.

XII. ADDENDUM:

Any ADDENDUM issued for this solicitation may be accessed at the following website
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:

A. Joy Manning, Supervisor and Renovations Project Manager, Capital Construction and Renovations, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

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

XIII. ATTACHMENTS:

Attachment A – Pricing Schedule
Attachment B – Terms and Conditions
Attachment C – Zone Map for Cooperative Contracts
Attachment D- Sample of Standard Contract Form
## ATTACHMENT A

### PRICE SCHEDULE:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Labor</strong></td>
<td></td>
</tr>
<tr>
<td>1. Superintendent</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>2. Working Foreman</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>3. Transitman</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>4. Equipment Operator</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>5. Truck Driver</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>6. Laborer</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>7. Blaster</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td></td>
</tr>
<tr>
<td>1. Large Track Loader</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>2. Small Track Loader</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>3. Rubber-Tire Loader</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>4. Track Backhoe</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>5. Rubber-Tire Backhoe</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>6. Four Wheel Drive Rubber-Tire Backhoe</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>7. Track Dozer</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>8. Ditch-Witch</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>9. Road Tractor</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>10. Tandem-Axle Dump Truck</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>11. Single-Axle Dump Truck</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>12. Dump Trailer</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>13. Motorgrader</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>14. Soil Compactor</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>15. Farm Tractor</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>16. Sheepsfoot Roller</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>17. Air Compressor</td>
<td>$_____________/hour</td>
</tr>
<tr>
<td>18. Generator</td>
<td>$_____________/day</td>
</tr>
<tr>
<td>19. Vibratory Tamper</td>
<td>$_____________/day</td>
</tr>
<tr>
<td>20. Concrete Saw</td>
<td>$_____________/day</td>
</tr>
<tr>
<td>21. Chain Saw</td>
<td>$_____________/day</td>
</tr>
<tr>
<td>22. Vibrator</td>
<td>$_____________/day</td>
</tr>
<tr>
<td>23. Trench Box</td>
<td>$_____________/day</td>
</tr>
<tr>
<td>24. Pipe Laser</td>
<td>$_____________/day</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
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</tr>
<tr>
<td>25.</td>
<td>Blasting Caps/Dynamite: Blasting Cap 1 set = medium cap w/1 stick of Dynamite</td>
</tr>
<tr>
<td>26.</td>
<td>3-1/2” Core Drilling</td>
</tr>
<tr>
<td>27.</td>
<td>4-1/2” Core Drilling</td>
</tr>
<tr>
<td>28.</td>
<td>5-1/2” Core Drilling</td>
</tr>
<tr>
<td>29.</td>
<td>6-1/2” Core Drilling</td>
</tr>
<tr>
<td>30.</td>
<td>Water Truck, 1200 Gallon Capacity, Including Distribution Pipe &amp; Valve</td>
</tr>
<tr>
<td>31.</td>
<td>Wood Chipper (equal to Ford Model LFG423P6002-GT)</td>
</tr>
<tr>
<td>32.</td>
<td>Bobcat (Case Uniloader) BC</td>
</tr>
<tr>
<td>33.</td>
<td>Ditch Witch with Chain Teeth</td>
</tr>
<tr>
<td>34.</td>
<td>Rubber-Tire Backhoe with HOE RAM Attachment</td>
</tr>
<tr>
<td>35.</td>
<td>Excavator with Hoe Ram</td>
</tr>
<tr>
<td>36.</td>
<td>Air Track Drill with Operator</td>
</tr>
<tr>
<td>37.</td>
<td>Asphalt Spreader with Operator</td>
</tr>
<tr>
<td>38.</td>
<td>Tagalong Trailer</td>
</tr>
<tr>
<td>39.</td>
<td>Septic Pump Truck with Operator</td>
</tr>
<tr>
<td>40.</td>
<td>Road Tractor with Lowboy with Operator</td>
</tr>
<tr>
<td>41.</td>
<td>Pick-up Truck</td>
</tr>
<tr>
<td>42.</td>
<td>Vibratory Roller w/Remote Control with 32” Drums</td>
</tr>
<tr>
<td>43.</td>
<td>Trench Box 8’ x 17’ rated 19 feet in C-60 soil, Width 6 foot</td>
</tr>
<tr>
<td>44.</td>
<td>62,000# Excavator per hour w/minimum 40 hr. hauling to and from website</td>
</tr>
</tbody>
</table>
RFP GENERAL TERMS AND CONDITIONS

See:
http://procurement.vt.edu/content/dam/procurement_vt.edu/docs/terms/GTC_RFP_07012019.pdf

ADDITIONAL TERMS AND CONDITIONS

A. 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.

B. 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.

C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

D. 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.

E. 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.

G. 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: Kim Widrig
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: Joy Manning, Supervisor and Renovations Project Manager
Capital Construction and Renovations
230 Sterrett Drive
Blacksburg, Virginia 24061

H. 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.

I. 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

ASBESTOS: The contractor is contracted by Virginia Tech to perform work in buildings where asbestos-containing materials (ACM) may be located. The contractor will be informed by the Virginia Tech project coordinator/manager of the location of suspect and known ACM in the work area(s) to which the contractor is assigned. The contractor shall under no circumstances damage or disturb
suspect or known ACMs unless they have been specially retained to perform this work as a part of the contract and are legally qualified to perform this work. The contractor shall provide his/her employees asbestos awareness and other training or activities required by 29 CFR 1926.1101 for the safe performance of their work. The contractor shall submit to Virginia Tech Environmental Health & Safety Services (EHSS) for review and approval his written work practices, precautions, procedures, and engineering controls to be used during work that disturbs ACM prior to commencement of this work. Work will not proceed until the proposed work practices have been approved by EHSS.

**CONTRACT PERIOD:** The contract shall be for a period of two years with the option of one (1) three year renewal.

**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: ____________________________________

**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.

**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 - $2,000,000.00 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.

LEAD: The Contractor is contracted by Virginia Tech to perform work in buildings where lead-containing materials such as lead-based paint may be located. Work performed under this contract may impact these lead materials (for example, during building renovations), but does not include lead abatement or de-leading operations. The Contractor will be informed by Virginia Tech project coordinator/manager of the location of suspect and known lead containing materials in the work area(s) to which the Contractor is assigned. The Contractor shall provide all employees on site with training and equipment required by 29 CFR 1926.62 for the safe performance of the work. The Contractor may not perform de-leading or lead abatement unless the Contractor holds a valid Virginia Lead Contractor License and has been specifically retained to perform this work as a part of the contract. Prior to commencement of this work the Contractor shall submit to Virginia Tech FS Department, for review and approval, all his written work practices, precautions, procedures, and engineering controls to be used during work that may disturb Lead Containing Materials. Work shall not proceed until the proposed work practices have been approved by Facilities Safety (FS).

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 adjustments of 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.

**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.

**REFERENCES:** Offerors/Bidders shall 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.

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>ADDRESS</th>
<th>TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
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</tbody>
</table>

**RENEWAL OF CONTRACT:** This contract may be renewed by Virginia Tech upon written agreement of both parties for four (4) one-year renewals, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

**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](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.

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.

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.
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 D

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 be paid by Virginia Tech 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:__________________________________