Invitation for Bid 0059918

For

Term Contract

Crushed Stone Materials

December 5, 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.
INVITATION FOR SEALED BID # 0059918

CRUSHED STONE MATERIALS

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY ( VIRGINIA TECH)
PROCUREMENT DEPARTMENT (MC 0333)
NORTH END CENTER, SUITE 2100, 300 TURNER STREET NW
BLACKSBURG, VIRGINIA 24061

DATE
December 5, 2019

BID RETURN DATE AND HOUR

BID OPENING DATE AND HOUR
December 16, 2019 3PM

BIDDERS ADDRESS

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:
Mary Seyler, CPPB, CUPO
Contracts Officer / Buyer Senior
E-MAIL ADDRESS: mseyler@vt.edu
TELEPHONE NUMBER (540) 231-3813
FAX NUMBER (540) 231-9628
AFTER HOUR MESSAGES (540) 231-6221

SPECIAL INSTRUCTIONS

1. Sealed Bids must be mailed, express mailed or hand delivered directly to the Procurement Department. Sealed Bids cannot be faxed or emailed directly to the Procurement Department, see “Facsimile Bids” of the attached General Terms and Conditions.
2. Responses must be submitted on this form and the attachment(s) provided.
3. Responses shall be signed below.
4. Responses will be received in the Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333), North End Center, Suite 2100, 300 Turner Street, NW, Blacksburg, VA 24061 until the bid opening date and hour or, if specified, the bid return date and hour shown above. Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor’s responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.
5. Contact the buyer listed above for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
6. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.
7. Any ADDENDUM issued for this solicitation may be accessed at http://www.apps.vpfin.vt.edu/html/docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
8. Bidders must be aware of the fees associated with the eVA Business-To-Government Vendor Registration requirement described herein and at http://www.eva.state.va.us/ and submit prices accordingly.

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR SEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN INCLUDING THE GENERAL TERMS AND CONDITIONS SHOWN AT
https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_BID_01282019.pdf
THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

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<thead>
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<th>DELIVERY DATE</th>
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<td>(Company name as it appears on your invoice)</td>
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<th>*BUSINESS CLASSIFICATION</th>
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<th>□ SMALL</th>
<th>□ MINORITY-OWNED</th>
<th>□ WOMEN-OWNED</th>
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*Business Classification definitions can be viewed at [http://www.procurement.vt.edu/vendor/class.html](http://www.procurement.vt.edu/vendor/class.html)

*Is your Classification certified by the Virginia Department of Small Business and Supplier Diversity (SBSD)? □ Yes □ No

If yes, provide Certification Number:

For assistance with certification questions, please visit: [http://sbsd.virginia.gov/](http://sbsd.virginia.gov/)

I acknowledge that I have received the following addendums posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6_____ (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia? YES___________ NO___________

SIGNATURE __________________________ Date: _______________________

THIS IS NOT AN ORDER

Revised 08/15/2019
I. PURPOSE:

The intent and purpose of this Invitation For Sealed Bid is to establish a term contract with one or more qualified sources that can provide Crushed Stone Materials for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia. The initial term of this contract will be 2 years, or as negotiated. There will be an option for (4) four, 2 year renewal, or as negotiated.

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. 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.

The crushed stone described in this solicitation will be for use at different job sites in the Blacksburg and surrounding areas. See statement of needs for additional information.

IV. 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 trading partner within the eVA system.

There are registration fees and 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.

V. 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.

VI. STATEMENT OF NEEDS / SPECIFICATIONS

A. General: The Contractor shall provide and deliver crushed stone materials on an as needed basis to Virginia Tech. All materials shall be in complete conformance with the applicable sections of the latest edition of the Virginia Department of Transportation Road and Bridge Specifications in effect at the time of delivery, (VDOT), unless specified otherwise herein.
B. **Specifications of Materials Required:**

1. #26 crushed run aggregate shall be in accordance with VDOT Section 205-crusher run aggregate, Size No. 26

2. #21A dense graded aggregate shall be in accordance with VDOT Section 208-subbase and aggregate base material, Size No. 21A, Type I.

3. #21B dense graded aggregate shall be in accordance with VDOT Section 208-subbase and aggregate base materials, Size No. 21B, Type I.

4. #57 coarse aggregate shall be in accordance with VDOT Section 203-coarse aggregate, Va. Size No. 57, Grade A.

5. #1 coarse aggregate shall be in accordance with VDOT Section 203-coarse aggregate, Va. Size No. 1, Grade A. (Also identified as “Surge Pile”).

6. #8 coarse aggregate shall be in accordance with VDOT Section 203-coarse aggregate, Va. Size No. 8, Grade A.

7. #10 coarse aggregate shall be in accordance with VDOT Section 203-coarse aggregate, Va. Size No. 10, Grade A.

8. Erosion Control Stone 4”-10” stone

C. **Delivery and Scheduling:**

1. Crushed stone shall be delivered to various Virginia Tech job sites located within the town limits of Blacksburg, Virginia. Virginia Tech may also elect to have stone delivered to job sites other than those located in Blacksburg, Virginia. Accordingly, Virginia Tech will pay the mileage rate as bid for any increase in distance for each ton of stone delivered, where the distance paid shall equal the miles from the Contractor’s plant to the job site less the miles from the Contractor’s plant to the center of Blacksburg, Virginia.

2. All orders for materials will be placed at least twenty-four (24) hours ahead of time, and will be confirmed within two (2) hours of the requested delivery time. Orders may be cancelled by Virginia Tech at the time of confirmation due to weather or other unforeseen conditions, with no penalty to Virginia Tech.

3. Materials shall be delivered at the requested time, +/- 30 minutes. Virginia Tech reserves the right to refuse materials delivered earlier or later than the requested time.

4. All orders delivered shall be accompanied by a ticket showing the following as a minimum:
   a. Material Description
   b. Date of Delivery
   c. Quantity
   d. Contract #
   e. Work Order Number to be supplied by Virginia Tech upon order
D. 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 Policy: 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.
VII. **PRICE SCHEDULE:** (TO BE COMPLETED BY BIDDER):  
Note per ton price shall include all cost associated with delivery to Blacksburg Virginia

<table>
<thead>
<tr>
<th>Lot</th>
<th>Description</th>
<th>Price Per Ton</th>
<th>Estimated Annual Usage</th>
<th>Lot Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>#26 Crusher Run Aggregate</td>
<td>$_____/TON</td>
<td>5000 TONS</td>
<td>$_______</td>
</tr>
<tr>
<td>2</td>
<td>#21A Dense Graded Aggregate</td>
<td>$_____/TON</td>
<td>3300 TONS</td>
<td>$_______</td>
</tr>
<tr>
<td>3</td>
<td>#21B Dense Graded Aggregate</td>
<td>$_____/TON</td>
<td>1500 TONS</td>
<td>$_______</td>
</tr>
<tr>
<td>4</td>
<td>#57 Coarse Aggregate</td>
<td>$_____/TON</td>
<td>800 TONS</td>
<td>$_______</td>
</tr>
<tr>
<td>5</td>
<td>#1 Coarse Aggregate(Surge)</td>
<td>$_____/TON</td>
<td>500 TONS</td>
<td>$_______</td>
</tr>
<tr>
<td>6</td>
<td>#8 Coarse Aggregate</td>
<td>$_____/TON</td>
<td>1700 TONS</td>
<td>$_______</td>
</tr>
<tr>
<td>7</td>
<td>#10 Coarse Aggregate</td>
<td>$_____/TON</td>
<td>2000 TONS</td>
<td>$_______</td>
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<tr>
<td>8</td>
<td>Erosion Control Stone</td>
<td>$_____/TON</td>
<td>1700 TONS</td>
<td>$_______</td>
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<tr>
<td>9</td>
<td>Mileage rate per ton for stone hauled distance greater than from contractor’s plant to Blacksburg, Virginia</td>
<td>$_____/MILE/TON</td>
<td>100 TONS X 25 MILES</td>
<td>$_______</td>
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GRAND TOTAL $_______

VIII. **BID EVALUATION PROCEDURE:** Bids will be evaluated on the basis of the lowest grand total price from responsive, responsible bidders. The low bidder will be determined by use of the prices provided by the bidder in Section VIII. **PRICING SCHEDULE** in the following hypothetical scenario:  
During the initial twelve (12) month period of the contract, the Contractor provides the services specified.

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<td>#21B Dense Graded Aggregate</td>
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<td>$_______</td>
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<td>#57 Coarse Aggregate</td>
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<td>100 TONS X 25 MILES</td>
<td>$_______</td>
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</table>

GRAND TOTAL $_______
**IX. METHOD OF PAYMENT:**

Virginia Tech will authorize payment to the contractor Net 30 days after each satisfactory delivery of Crushed Stone Material and receipt of the contractor’s invoice.

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 Purchasing website: [http://www.procurement.vt.edu/vendor/wellsone.html](http://www.procurement.vt.edu/vendor/wellsone.html) or contact the person in Procurement Department identified in the IFB.

**X. 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

**XI. 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 December 11, 2019. Inquiries must be submitted to the procurement officer identified in this solicitation.

**XII. ADDENDUM:**

Any ADDENDUM issued for this solicitation may be accessed at [http://www.apps.vpfin.vt.edu/html.docs/bids.php](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.

**XIII. CONTROLLING VERSION OF SOLICITATION:**

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

**XIV. TERMS AND CONDITIONS:**

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

**XV. CONTRACT ADMINISTRATION:**

A. Anthony Watson, Director of Buildings and Grounds, 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.

XVI. ATTACHMENTS:

Attachment A – Terms and Conditions
Attachment B – Zone Map
Attachment C – Standard Contract Form
ATTACHMENT A

TERMS AND CONDITIONS

RFP/BID GENERAL TERMS AND CONDITIONS

See: http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_BID_07012019.pdf

ADDITIONAL TERMS AND CONDITIONS

A. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement, and should be provided at favored nations pricing, terms and conditions.

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

<table>
<thead>
<tr>
<th>From:</th>
<th>Name of Bidder or Offeror</th>
<th>Due Date</th>
<th>Time Due</th>
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Name of Procurement Officer: ________________________________

The envelope should be addressed to:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Bids or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.
E. NOTICES: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On IFB Cover Page
Attention: Name Of Person Signing IFB

If to Virginia Tech:

Virginia Polytechnic Institute and State University (Virginia Tech)
Attn: 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: Anthony Watson
VA Tech Facilities Department
112 Sterrett Facilities Complex
Blacksburg, Virginia 24061

F. SEVERAL LIABILITY: Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

G. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf

H. CANCELLATION OF CONTRACT: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Invitation For Bid, including all modifications thereof, the bid submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
1. **BID AWARD OF CONTRACT**: Virginia Tech will make the award on a grand total price basis to the lowest responsive and responsible bidder. The Virginia Tech Procurement Department also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of Virginia Tech to be in its best interest. *Virginia Tech reserves the right to award more than one contract as a result of this solicitation.*

2. **CONTRACT PERIOD / RENEWALS**: The initial contract period to be 2 years with the possibility for four (4) 2 year renewals, or as negotiated.

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

   From: ____________________________
   Name of Bidder or Offeror

   ____________________________
   Street or Box No.

   ____________________________
   City, State, Zip Code

   ____________________________
   Solicitation Number

   ____________________________
   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.

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:**
   
   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. 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.

5. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, Virginia Tech reserves the right granted by Section 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to Virginia Tech whenever such low bid exceeds Virginia Tech's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by Virginia Tech for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. Virginia Tech shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that Virginia Tech wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by Virginia Tech and the lowest responsive, responsible bidder.

6. PRICE ESCALATION/DESCALATION: 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.
7. **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.

8. **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) website 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.

9. **SAMPLES**: After Bids are received, and at its option, Virginia Tech may require contractor to provide a sample for each designated item so offered. Samples shall be an exact and true representative sample of the actual material offered and may be considered by Virginia Tech in making a contract award decision. Each sample shall be properly tagged or labeled with the name of the contractor and manufacturer. Bid samples shall be provided at no cost to Virginia Tech. Samples will be handled and disposed of in accordance with Section 2, paragraph X10 of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Furthermore, Virginia Tech reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform to the contract requirements, the contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional costs to Virginia Tech. Submit samples to:
Virginia Polytechnic Institute and State University (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street, NW
Blacksburg, VA 24061
Solicitation #
Opening Date & Hour 3:00 PM

10. **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.

11. **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.
12. **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.
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 be paid by Virginia Tech in
accordance with the contract documents.

CONTRACT DOCUMENT: The Contract Documents shall consist of this signed contract, Invitation for Bid
__________ dated __________, together with all written modifications thereof and the proposal submitted
by the Contractor dated _________ and the Contractor’s letter dated __________, all of which Contract
Documents are incorporated herein.

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

Contractor: Virginia Tech
By: ____________________________________
Title: ____________________________________

Virginia Tech
By: ____________________________________
Title: ____________________________________
ATTACHMENT D (If Applicable)