Request for Proposal # 0052910

For

Emergency Incident Response Services

September 22, 2017

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: Gregory A. Pratt, VCO, VCCO, CUPO, Assistant Director of Procurement for Facilities Support Phone: (540) 231-7852 e-mail: gregp65@vt.edu

DUE DATE: Proposals will be received until October 24, 2017 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.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on September 18, 2017 at 10:00 am in the Sterrett Facilities Classroom.

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

___ Large

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

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

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

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned
offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.
| **FULL LEGAL NAME (PRINT)**  
(Company name as it appears with your Federal Taxpayer Number) | **FEDERAL TAXPAYER NUMBER (ID#)** |
|---------------------------------------------------------------|-----------------------------------|
| **BUSINESS NAME/DBA NAME/TA NAME**  
(If different than the Full Legal Name) | **BILLING NAME**  
(Company name as it appears on your invoice) |
| **PURCHASE ORDER ADDRESS** | **PAYMENT ADDRESS** |
| **CONTACT NAME/TITLE (PRINT)** | **E-MAIL ADDRESS** |
| **TELEPHONE NUMBER** | **TOLL FREE TELEPHONE NUMBER** |
| | **FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS** |

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: _________________________

Revised 07/01/2017
I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract or contracts through competitive negotiations for Emergency Incident Response Services by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. CONTRACT PERIOD:

The term of this contract is for two (2) year(s), or as negotiated. There will be an option for four (4) one year renewals, or as negotiated.

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.

Virginia Tech desires to procure the services of a qualified firm(s) to provide immediate response, cleanup and mitigation services for emergency incidents on an “as-needed” basis at Virginia Tech facilities/properties throughout the Commonwealth. The contractor must demonstrate the ability to respond to all Virginia Tech facilities/properties located in Virginia within five (5) hours.

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 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.
V. CONTRACT PARTICIPATION: MUST BE IN ALL SOLICITATIONS

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.

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:

A. General:

Virginia Tech is seeking proposals for the provision of immediate response and cleanup services for emergency incidents. Examples of emergency incidents may be, but are not limited to, crime scenes, trauma incidents, biohazard incidents, and other similar incidents of an emergency nature. These services are to be provided for the period of two years with the option for up to four (4) one year renewals or as negotiated.

The services sought by Virginia Tech require that the successful Contractor maintain a 24-hour telephone communications system and that the successful Contractor be capable of having a representative, with the appropriate technical expertise to initiate corrective action, at the scene
of an emergency on any Virginia Tech location/property located in Virginia within five (5) hours of verbal notification by Virginia Tech.

The Contractor shall be prepared to commence containment and cleanup operations within the above time frame and to continue operations uninterrupted until notified to discontinue such operations by Virginia Tech. The successful Contractor shall be prepared to work under the direction of Virginia Tech and/or consultants employed by and responsible to Virginia Tech. A complete roster of available response personnel shall be provided as part of the submittal package. These individuals shall, at a minimum, possess the training requirements necessary to respond and as prescribed by OSHA 29 CRF Part 1910 where appropriate. Contractor shall also include their standard operating procedures and safety protocols in their response to this RFP.

Virginia Tech reserves the right to review and approve the number and types of personnel, vehicles, and equipment required to respond to any emergency.

The successful Contractor(s) shall be prepared to immediately arrange for the proper disposal of all wastes and materials generated from containment and cleanup operations, including the supplying of manifests and all other necessary documents. All waste materials shall be tracked from its point of generation to its ultimate disposal facility. Tracking and disposal documentation shall be provided to Virginia Tech.

Contractors are required to submit, as part of their proposal, an exact fee schedule in accordance with Section VI. B. for labor, vehicles, equipment rental, supplies and disposal costs to apply for the length of the contract. Disposal costs for waste materials shall be unit specific (i.e. per pound, gallon, 55-gallon drum, etc.) and based on ultimate disposal. Any and all disposal analysis costs and packaging costs should also be included in the proposal.

The successful Contractor(s) shall notify Virginia Tech of the waste’s ultimate disposal location and all such facilities shall be properly licensed. Verification of proper licensure to receive the specific waste to be disposed of shall be the responsibility of the Contractor. All Contractors submitting a proposal shall also agree to an inspection of their facilities and equipment by Virginia Tech personnel prior to the award of the contract, and at period intervals if requested. The successful Contractor(s) may be required to participate in one uncompensated practice response situation conducted at a time mutually convenient to the University and the Contractor, and any training sessions conducted by the Contractor independently shall be made available to University personnel.

B. Supplies or Services and Price/Costs:

The following cost information will be provided for each response service the vendor is proposing:

1. Labor Rates: The Contractor shall define cost for labor rates in Attachment D.
   a. Straight Time (those hours/days for which full time employees receive straight time pay).
   b. Overtime (those hours/days for which full time employees receive overtime pay).
   c. Work Week (Identify your company’s work week).

2. Billable Hours: Labor hours for personnel are payable only for:
   a. Time actually spent at the job site under the authority of Virginia Tech.
b. Time actually spent traveling to and from the work site in excess of normal commuting distances for the area.

c. Fractional parts of an hour shall be payable on a prorated basis to the nearest quarter.

3. Equipment and Vehicle Rates: The contractor shall provide rates for the vehicles and equipment found in Attachment D.

a. For the purpose of pricing, the equipment will be made available from the Contractor's operations center located closest to the cleanup site.

b. Where hourly, daily, weekly or monthly rates are provided, the rate(s) that result in the lowest aggregate amount shall apply.

c. Standby and Operating rates:

   (1) During those periods of time that the equipment is in actual operation the “operating rate” shall apply.

   (2) During those periods in which the equipment is not capable of normal operation and is not being used, the rates shall be $0.00.

   (3) The “standby rate” shall be applied during the working hours established by Virginia Tech or when (1.) and (2.) above do not apply.

   (4) During non-working hours, as established by Virginia Tech, the rate shall be $0.00.

   (5) During cleaning of Equipment or Vehicles the standby rate shall apply.

C. Description/Specification/Work Statement:

1. Definitions: The term Virginia Tech or designee as used herein means the individual responsible for authorization of services.

2. Use of Services/Equipment/Vehicles/Vessels/Materials/Supplies:

a. Authority:

   (1) The contractor shall furnish the labor, material and equipment as directed by Virginia Tech and shall provide adequate supervision for the same.

   (2) Subsequent to the start of a job the Contractor shall provide the same personnel (labor categories), materials and equipment at the job site as authorized by Virginia Tech.

   (3) No services shall be rendered without the specific authorization of Virginia Tech.

   (4) Virginia Tech may, in writing, require the Contractor to remove from the work site any employee deemed incompetent, careless, or otherwise objectionable in the view of Virginia Tech or their designee.

b. Contractor Responsibility:
1. The contractor shall use due diligence to perform all work.

2. The Contractor is encouraged to draw upon his expertise to suggest the use of personnel, material, equipment and procedures that may improve the containment, cleanup and mitigation operations. However, the decision to use such suggestions shall rest solely with Virginia Tech.

3. The Contractor is responsible for knowing the normal capabilities of his equipment. If Virginia Tech or designee directs the Contractor to use Contractor equipment in a manner that will exceed its normal capabilities, the Contractor shall promptly advise Virginia Tech of this fact.

4. If the Contractor believes that security services at the job site are required, the Contractor shall promptly advise Virginia Tech.

5. The Contractor must maintain confidentiality at all times in regards to work performed on behalf of Virginia Tech as outlined in Attachment G – Confidentiality Clause. No Contractor or Contractor employee is allowed to divulge any information regarding any emergency response to the media, individuals not employed by Virginia Tech, or Virginia Tech employees not directly related to the emergency situation. If such breach in confidentiality occurs, Contractor shall notify Virginia Tech immediately with the date and time of the breach and the circumstances surrounding such breach.

3. Contractor Responsibility for Spills:

   a. The Contractor is solely responsible for any and all spills, leaks, or releases during the performance of work under this agreement which occur as a result of the negligence of its agents, employees, or Sub-Contractors.

   b. The Contractor agrees to clean up such spills, leaks, or releases in a manner that complies with applicable federal, state, and local laws, regulations, and procedures and to the satisfaction of Virginia Tech. Cleanup shall be at no cost to Virginia Tech.

   c. The Contractor shall report all such spills, leaks, and releases, regardless of the size or quantity, to Virginia Tech immediately upon their discovery. A written follow-up report shall be submitted no later than seven (7) days after the initial notification. The written report shall be in narrative form and as a minimum include the following:

   (1) Description of the item spilled (including identity, quantity, manifest number, etc.).

   (2) Whether amount spilled is EPA/State reportable - if so, when it was reported and to whom.

   (3) Exact time and location of the spill, including a description of the area involved.

   (4) Containment procedures initiated.

   (5) Summary of any communication Contractor has had with media or state and federal officials.

   (6) Description of cleanup procedures employed or to be employed at the site including disposal location of spill residue.
d. Any such spills considered reportable in accordance with 33 CFR 153.203 AND 40 CFR 302.6 shall be reported (by the Contractor) to the National Response Center.

4. Analysis, Disposal and/or Treatment of Recovered Material and Wastes:

   a. Disposal or other disposition of substances collected during the cleanup, containment or mitigation operations shall be as directed by Virginia Tech and in accordance with applicable federal, state and local regulations.

   b. When directed by Virginia Tech, the Contractor shall draw upon its experience and industry contacts and in cooperation with federal, state and local authorities to provide disposal options to Virginia Tech.

5. Virginia Tech Owned Property:

   a. In the event that any Virginia Tech property is supplied to the Contractor under a properly authorized order resulting from this agreement, Virginia Tech will be reimbursed at the Contractor’s in-kind rate for similar equipment or at a rate negotiated with the Contractor at the time of the authorization.

   b. At its discretion, Virginia Tech may furnish the Contractor entering into this agreement with University-owned property, including communications equipment. The Contractor so furnished with equipment agrees to use reasonable care to safeguard such equipment. The Contractor shall be responsible for the cost of lost or damaged equipment subject to reasonable wear and tear. The Contractor specifically agrees to use the equipment only when employed by Virginia Tech in cleanup, containment or mitigation operation or when otherwise authorized in advance by Virginia Tech. The Contractor shall use the equipment when directed and promptly return such equipment on demand.

D. Packaging and Marking:

   The Contractor shall package, mark, label, and load all waste material in accordance with all applicable federal, state and local regulations. If waste material shall be re-packaged for proper shipment the Contractor shall perform such re-packaging and furnish all required materials. When re-packaging is necessary, the Contractor shall be responsible for disposal of the original container and packaging in a manner that complies with all applicable federal, state and local regulations. The Contractor shall also provide and affix the appropriate placards to each vehicle prior to transport of waste material.

E. Special Contract Requirements:

   1. Ordering:

      Virginia Tech is not obligated or limited to any level of business under this contract. Virginia Tech may place orders under this agreement when most advantageous to Virginia Tech considering the location, nature, and size of the incident; the prevailing weather and availability of necessary personnel; and the material and equipment and capabilities of the Contractor. If no needs arise during the contracted period for the services denoted herein, the Contractor understands that no orders may be placed as a result of this contract.

   2. Subcontracts and Subcontractor Services:
a. Subcontracts and/or subcontractor services, equipment, vehicles, supplies and/or materials shall be pre-approved by Virginia Tech. Proposers are expected to list all proposed subcontractor arrangements in their proposal.

b. For purposes of pricing, Virginia Tech requires that materials/supplies expended in the performance of this service be provided at cost. Any associated overhead expenses or handling charges must be included in the labor rates submitted.

c. **The responsibilities of supervision may not be subcontracted.**

3. **Incident Daily Resource Reports:**

a. Incident Daily Resource Reports shall be made available for inspection by Virginia Tech as requested. A complete and accurate copy shall be delivered to Virginia Tech daily. Personnel, equipment, or material not included on an approved Incident Daily Resource Report shall not be included in any invoice. The Incident Daily Resource Report form shall contain a complete daily billing of work ordered and provided by the Prime Contractor and its Subcontractor(s).

b. For purposes of this contract, only Virginia Tech may certify inspection and acceptance of services.

4. **Superintendence by Contractor:**

a. The Contractor will have a competent foreman at the work site at all times during contract performance unless otherwise directed by Virginia Tech. The foreman will have complete authority to act for the Contractor.

5. **Safety Requirements:**

a. The Contractor shall perform all operations in a prudent, conscientious, safe and professional manner. The Contractor’s personnel and equipment shall comply with applicable federal, state and local laws, safety regulations, and procedures, including but not limited to, 29 CFR 1910, 1926 and 30 CFR 300.150; and the Contractor shall ensure that its agents, employees, and Subcontractors perform in a like manner. The Contractor shall ensure that all personnel involved in the handling and packaging of waste be trained for the task, and in particular, in the areas of chemical incompatibility, general first aid procedures, bloodborne pathogens, and spills. Handling and personnel protective equipment shall be provided by the Contractor and shall be appropriate for handling of waste in accordance with any applicable federal, state or local regulations.

b. The Contractor shall provide safety controls for protection of the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruption in the performance of this agreement; and the Contractor shall comply with any accident prevention or safety requirements included or referenced in this agreement or required by law.

c. Virginia Tech will notify the Contractor of any non-performance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representatives at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, Virginia Tech may issue an order stopping all or part of the work until satisfactory corrective action has been taken. If a valid stop work order is issued, no part of the time lost due to any such stop work order
shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor and no fees for labor, equipment, or services shall be charged during such stop work order.

6. Compliance with Applicable Laws and Regulations:

a. All work shall be in compliance with all federal, state and local laws and regulations in effect at the time of submission of offers and at the time of actual performance. The Contractor is fully responsible for compliance.

7. Permits:

a. The Contractor shall obtain all necessary licenses and permits required by applicable federal, state and local laws and regulations before commencing performance on any activity requiring licenses and or permits.

8. Site Safety Plan:

a. The Contractor may be required by Virginia Tech to provide a site safety plan for any order under this agreement which will establish policies and procedures for protecting the health and safety of employees and other persons; for the prevention of damage to property, materials, supplies and equipment related to this project. The plan shall contain information about the known or suspected hazards, routine and special safety procedures that shall be followed, and other instructions for safeguarding the health of individuals on site.

b. The Safety Plan shall be, from the start of performance through completion of the work, conspicuously posted or distributed to all contract personnel and discussed with them. The Safety Plan shall be periodically reviewed and updated as necessary to keep it current.

9. Site Condition at Completion of the Work:

a. The Contractor shall remove from the site all materials, equipment, and rubbish. Upon completion of work the Contractor shall leave the work area in a clean and orderly condition satisfactory to Virginia Tech.

10. Department of Transportation Requirements:

a. The Contractor agrees that transportation shall be in accordance with applicable Department of Transportation Hazardous Material Regulations.

F. Contractor Compliance:

1. All services provided by the Contractor shall be in complete compliance with all applicable OSHA, NESHAPS, EPA, Federal, State and Local laws, regulations and codes.

G. Contractor Personnel:

1. Shall have sufficient experience to perform services included in this solicitation.

2. Contractor shall provide an updated list as needed, or upon request, of all personnel performing work under this contract and with written evidence of the personnel's qualifications.
H. Other Requirements:

1. Parking Policy: 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. To be entitled to park on campus 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. 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. Contractor shall not place heavy equipment or materials on any non-paved surface.

3. Uniforms: All employees of the Contractor and Subcontractor shall wear uniforms or other appropriate forms of identification at all times to designate their affiliation with the Contractor.

4. Time Paid: For hourly rate personnel and equipment (used during project use) time paid shall start upon arrival and sign-in at Virginia Tech and end upon sign-out and shall not include travel time to and from VT and/or Project site, lunch breaks, or other breaks. Time shall be rounded to the nearest ½ hour.

5. Overtime Rates: Shall be paid for time worked over forty hours in a single week for Virginia Tech, (week ending Friday), and Saturdays and Sundays, except when the work schedule has been changed in agreement with Virginia Tech and the Contractor. Overtime rate shall be 1.5 times the regular rate as bid for hourly rate personnel only. Overtime rates shall not apply to equipment.

6. 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. Please refer to the Virginia Tech’s Environmental, Health and Safety Services
website for the Contractor Safety Program: http://www.ehss.vt.edu/programs/contractor_safety.php

7. Check-in and out Procedures: During the University’s normal working hours, the Contractor personnel shall check-in with the designated Facilities Services representative immediately upon arrival to the University. Contractor personnel shall sign-in and pick up any keys they will need for access. Check out during University’s normal working hours shall include sign out, and return of any keys issued. Outside the University’s normal working hours, Contractor shall report to the Campus Police Department for check in and out. Additionally, Contractor personnel may be asked to check in and out with a building contact person.

8. Duty to Protect Property: The Contractor shall continuously maintain adequate protection of all his work and/or supplies from damage and shall protect all other property from damage, injury, or loss arising in connection with the work or services. 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.

9. Disposal of Debris: The Contractor shall transport all waste off Virginia Tech property and dispose of it in a manner that complies with Federal, state, and local requirements unless otherwise indicated by Virginia Tech.

10. Fire Protection and Prevention: The Contractor shall perform work in a fire-safe manner. Contractor shall supply and maintain adequate firefighting equipment capable of extinguishing fires in the early stages.

11. Temporary Utilities: Virginia Tech will provide temporary water and electric service to a designated point for use by the contractor subject to the provision that utilities are readily available. If the required utilities are not available, the contractor should arrange to supply these and bill the associated costs to Virginia Tech. The contractor shall provide and install all equipment, such as hoses, extension cords, connections, etc., necessary to provide temporary hook-ups to the utilities.

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. Should uncharted or incorrectly charted piping or other utilities be encountered, consult Virginia Tech immediately for directions. The Contractor shall cooperate with Virginia Tech and utility companies in keeping respectable services and facilities in operation. The Contractor shall be responsible to contact Miss Utilities.

13. Permits: The Contractor shall secure all the necessary permits for their work.

14. Key Control:
   a. No person shall knowingly possess an unauthorized key to property owned by Virginia Tech. Facilities Services’ 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 designee.

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 designee will be responsible for verifying authority and identity of the individual requesting access.

15. Smoking Policy:

Please refer to the Virginia Tech webpage [http://www.policies.vt.edu/1010.pdf](http://www.policies.vt.edu/1010.pdf) for Policies on Smoking.

16. Estimates of Work:

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.

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.

VII. 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. Qualifications and Experience:

Provide qualifications and experience of the Offeror relative to the scope of services contained in this RFP including the following items:

a. Past projects, cost, scheduling and general performance, performance on past projects, to include all Commonwealth of Virginia projects in the past three (3) years. This information should include the names and contact information for the point of contact for each project.

b. Identification and statement of qualifications of the project team members who will be assigned to the project for actual “hands on” work, as well as the principal assigned the project along with a description of their role(s) on the project team.

c. Identification and statement of all additional associated team members, if any, to be used on the project along with a description of their role(s) on the project team.

d. Geographic location of the Offeror relative to Virginia Tech locations. The Offeror should include a street address of the office(s) proposed to handle the work.

e. Demonstration of experience and appropriate training.

2. Plan for Providing Services:

a. Complete and detailed description of the Offeror's methodology and plan for providing the services described herein.

b. A statement of the Offeror’s understanding of the work to be performed.

3. Pricing:

Provide a price schedule for all services offered. Discuss price firmness and include a plan for conveying price changes during renewal periods of any resulting contract.

4. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business can not 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 Five (5) 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 (CD or flash drive) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS. 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.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Quality of products/services offered and suitability for the intended purposes</td>
<td>20</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>20</td>
</tr>
<tr>
<td>4. Cost (or Price)</td>
<td>25</td>
</tr>
<tr>
<td>5. Participation of Small, Women-Owned and Minority (SWAM) Business</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></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 C for sample contract form.

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

IX. **OPTIONAL PRE-PROPOSAL CONFERENCE:**

An optional pre-proposal conference will be held on October 18, 2017 at 10:00 am in the Sterrett Facilities Classroom. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

**It is strongly recommended that you obtain a Virginia Tech parking permit for display on your vehicle prior to attending the conference. Parking permits are available from the Virginia Tech Parking Services Department located at 605 Research Center Drive, phone: (540) 231-3200, e-mail: parking@vt.edu.**

X. **INQUIRIES:**

All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. 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: [http://www.procurement.vt.edu/vendor/wellsone.html](http://www.procurement.vt.edu/vendor/wellsone.html) or contact the procurement officer identified in the RFP.

XIII. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at [http://www.apps.vpfin.vt.edu/html.docs/bids.php](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. Crystal Hypes, Contracts Officer, Facilities Contracts Division, 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.
XVIII. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B – Zone Map for Cooperative Contracts
Attachment C – Sample of Standard Contract Form
Attachment D – Proposed Labor Categories and Hourly and Overtime Rates
Attachment E – Proposed Equipment, Vehicles, and Disposal Rates
Attachment F – Proposal Submission Requirements for Individual Events
Attachment G – Confidentiality Agreement
ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:
http://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_07012017.pdf

ADDITIONAL TERMS AND CONDITIONS

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.

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:

<table>
<thead>
<tr>
<th>From:</th>
<th>Name of Bidder or Offeror</th>
<th>Due Date</th>
<th>Time Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street or Box No.</td>
<td>Solicitation Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Solicitation Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Procurement Officer:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The envelope should be addressed to:
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: Gregory A. Pratt, VCO, VCCO, CUPO
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: Crystal Hypes, Contract Administrator
Facilities Department (MC 0529)
Sterrett Facilities Complex
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

ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

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: ____________________________________

INSURANCE:

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:
A. Worker's Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $1,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
D. Automobile Liability - $500,000.00
E. Builders Risk – For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

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>CONTACT PERSON</th>
<th>TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. 

2. 

3. 

RENEWAL OF CONTRACT: This contract may be renewed by Virginia Tech upon written agreement of both parties for (one year)/(four successive one year periods), 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.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
TURF POLICY: Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

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.
附件 B

区地图

弗吉尼亚协会的州立大学采购专业人士 (VASCUPP)

成员机构列表按区域

区域 1
乔治华盛顿大学
(费尔法克斯)

区域 2
詹姆斯麦迪逊大学
(汉密尔顿波克)

区域 3
弗吉尼亚大学
(查尔蒂斯维尔)

区域 4
玛丽华盛顿大学
(弗雷德里克斯堡)

区域 5
威廉和玛丽学院
(威廉斯堡)
老道明大学
(诺福克)

区域 6
弗吉尼亚州立大学
(里士满)

区域 7
长木大学
(弗农维尔)

区域 8
弗吉尼亚军事学院
(列克星敦)
弗吉尼亚理工大学
(布莱克斯堡)
拉德福德大学
(拉德福德)

区域 9
弗吉尼亚大学 - 弗尔斯
(弗尔斯)
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, 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: _______________________________
<table>
<thead>
<tr>
<th>Category</th>
<th>Short Time</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001A PROJECT MANAGER</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>0001B SUPERVISOR</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>0001C FOREMAN</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>0001D LABORER</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>0001E EQUIPMENT OPERATOR</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>0001F TECHNICIAN</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>0001G TRUCK DRIVER</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>0001H INDUST. HYGENIST</td>
<td>$________</td>
<td>$________</td>
</tr>
</tbody>
</table>

Continue with 0001I, 0001J, etc., if you wish to submit additional labor categories
LABOR CATEGORY DEFINITIONS

Provide brief information on qualifications for each labor category, which you have offered above. It is the responsibility of the contractor to see that all employees receive all required and proper training for any task to which they are assigned.

Examples:
Laborer - OSHA trained ___ Hours, performs ______ duties.
Equipment Operator - what equipment is operator trained to operate?
Industrial Hygienist - education level (e.g., degree or certificates).

_______________________________________________________________________
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(Add continuation page if more space is needed)
## Equipment, Vehicles and Disposal Rates

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Vehicles</th>
<th>QTY HELD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>STANDBY RATE</td>
<td>OPERATING RATE</td>
</tr>
<tr>
<td>CARS/PICKUPS/WAGONS/VANS</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>HOURLY RATE(min.hrs___)</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>DAILY RATE</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>WEEKLY RATE</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>MONTHLY</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>SMALL TRUCKS ½-5 TONS</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>HOURLY RATE(min.hrs___)</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>DAILY RATE</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>WEEKLY RATE</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>MONTHLY</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>BOX TRUCK</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>HOURLY RATE(min.hrs___)</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>DAILY RATE</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>WEEKLY RATE</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>MONTHLY</td>
<td>$_______</td>
<td>$_______</td>
</tr>
</tbody>
</table>

(Continue if you wish to submit additional vehicles)
### EQUIPMENT

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>STANDBY RATE</th>
<th>OPERATING RATE</th>
<th>QTY HELD</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>____psi</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOU L Y RATE(min. hrs__)</td>
<td>$_______</td>
<td>$_______</td>
<td></td>
</tr>
<tr>
<td>DAILY RATE</td>
<td>$_______</td>
<td>$_______</td>
<td></td>
</tr>
<tr>
<td>WEEKLY RATE</td>
<td>$_______</td>
<td>$_______</td>
<td></td>
</tr>
<tr>
<td>MONTHLY</td>
<td>$_______</td>
<td>$_______</td>
<td></td>
</tr>
</tbody>
</table>

(Continue if you wish to submit additional equipment )

### DISPOSAL RATES

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRICE</th>
</tr>
</thead>
</table>

(Provide unit pricing for all disposal options to be considered as part of this proposal)
EMERGENCY INCIDENT RESPONSE

All proposals submitted to Virginia Tech for the provision of immediate response, cleanup, and mitigation for biological and medical wastes emergencies shall include or address the items listed below. Virginia Tech reserves the right to reject any proposal that does not address each of these items.

___ Medical Waste Transporter Number.
___ Ability to respond on a 24-hour basis.
___ Maintain a 24-hour telephone communications service.
___ Define normal working hours.
___ Ability to initiate cleanup operations at the Blacksburg campus within 4 hours of verbal notification and within 12 hours at other Virginia Tech locations within the Commonwealth.
___ Demonstrated expertise in situations involving biological and medical wastes.
___ Ability to accurately assess the quantity and types of biological and medical wastes/materials.
___ Roster of available qualified response personnel.
___ Standard Operating Procedures and safety protocols.
___ Ability to immediately maintain custody of waste and materials and to transport and provide storage of said material until final disposition is authorized by Virginia Tech.
___ List of available equipment.
___ Exact fee schedule for labor, vehicles and equipment rental listed to apply for the length of the contract. Labor rates shall include any surcharges for varying levels of personnel protection, as well as rates for overtime.
___ Identification of any required Subcontractor assistance for labor or equipment and any additional fees associated with their procurement.
Confidentiality Clause: The circumstances giving rise to remedial bio-hazard clean-up and repair generally involve a tragic event that affects Virginia Tech personnel and/or students. Virginia Tech may, at its sole discretion, require the contractor and the contractor’s agents, employees and sub-contractors to enter into a confidentiality agreement prior to the initiation of any remedial actions. The confidentiality agreement may include, but not be limited to, the following: All personnel and agents utilized in any capacity for this project will be required to sign a confidentiality agreement to prohibit taking of photographs, images, or recordings of any kind. Further, the confidentiality agreement will prohibit the contractor, contractor’s agency, employees, and subcontractors from having any contact with, disclosure, and discussions of any kind about the Virginia Tech remediation project with any third party. The only exceptions to disclosure will those disclosures that are legally mandated by law enforcement, and/or Virginia or federal regulatory agencies.

[Name of Contractor] agrees that any breach of this confidentiality agreement would have an egregious effect on Virginia Tech and those affected by the event of [date] and therefore, special damages would not be an adequate remedy if [Name of Contractor] or any of its agents breaches this confidentiality agreement. Accordingly, Contractor agrees that, in the event of a breach of the Confidentiality Agreement, Virginia Tech would be entitled to liquidated damages in an amount equal to the full value of the contract. [Name of Contractor] further agrees that if any [Name of Contractor] employee or agent commits or is about to commit a breach of the confidentiality agreement, Virginia Tech shall have the right to immediately obtain an injunction and to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction without having to post bond or other security and without having to prove the inadequacy of other remedies because any such breach will cause irreparable injury to Virginia Tech and that money damages will not provide an adequate remedy to Virginia Tech. In addition, Virginia Tech may take all other such actions and remedies available to it in law or equity and shall be entitled to such damages as it can show it has sustained by reason of such breach.