



Request for Proposal #0008621

for

Coffee Shop Services

for ICTAS Building

May 11, 2009

RFP 0008621
GENERAL INFORMATION FORM

1. **QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: Trisha Wilson, Phone: (540) 231-7402, e-mail: wilson@vt.edu.
2. **DUE DATE:** Sealed Proposals will be received until June 15, 2009 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.
3. **ADDRESS:** Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute And State University (Virginia Tech), Purchasing Department, 270 Southgate Center (0333), Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.
4. **PRE-PROPOSAL CONFERENCE:** See Section IX for information regarding a pre-proposal conference.
5. **TYPE OF BUSINESS:** (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: _____. For certification assistance, please visit: <http://www.dmb.state.va.us/swamcert.html>.

_____ **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. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE 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.

6. **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 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)		FEDERAL TAXPAYER NUMBER (If different than ID# above)	
BILLING NAME (Company name as it appears on your invoice)		FEDERAL TAXPAYER NUMBER (If different than ID# above)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS

04/09

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract or contracts through competitive negotiations for coffee shop services for ICTAS Building, 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 five years or as negotiated.

III. BACKGROUND:

From a meager beginning in October of 1872, Virginia Polytechnic Institute and State University, popularly known as Virginia Tech, has evolved into a comprehensive university of national and international prominence. As Virginia's largest university with 29,000 full time students and one of the top 50 research institutions in the nation, it is an institution that firmly embraces a history of putting knowledge to work. That tradition is rooted in our motto, Ut Prosim: "That I May Serve," and our land-grant missions of institution, research, and solving the problems of society and through public service and outreach activities. Virginia Tech is located in the town of Blacksburg, Virginia. Blacksburg is located in Southwestern Virginia, just off Interstate 81, about 45 minutes from Roanoke, Virginia, four hours from Washington, D.C. and Richmond, Virginia, and three hours from Charlotte, North Carolina.

Virginia Tech operates on a semester system, with Fall Semester running August to December, and Spring Semester running January to May. There are also two six-week summer sessions, the first running May to June/July, and the second running June/July to August. Approximately 9,100 students live on campus. Collectively, summer school enrollment averages about 5,800 students. Approximately 7,000 faculty and staff are employed by Virginia Tech. Specific student enrollment and employee data is available in Attachments C and D.

The ICTAS, The Institute for Critical Technology and Applied Science, building is a research building that also houses one academic department. The Institute for Critical Technology and Applied Science at Virginia Tech supports and promotes cutting edge research at the intersection of engineering, science and medicine. ICTAS stimulates, catalyzes and promotes growth of research at Virginia Polytechnic Institute and State University. ICTAS provides a collaborative atmosphere designed to stimulate and promote creativity, a place where intellectual capacity can be explored and challenged to reach areas previously explored in isolation. Through continuous pursuit of the ICTAS mission to enable and engage in path-finding interdisciplinary research at the intersection of engineering, science, biology, and the humanities, the institute advances the frontiers of knowledge, promotes economic development and enhances the quality of life in the Commonwealth, the nation and the world, while simultaneously enhancing the educational experiences of the students at Virginia Tech. It provides office and lab space to approximately 250 people which include faculty, staff, graduate students and some undergraduate students. A 641 square foot space is available just inside the front entrance to house a coffee shop. ICTAS is affiliated with many faculty members in different departments which increases traffic to the building. There is a seminar room on the 3rd floor that accommodates sixty to one hundred occupants and is used for seminars and meetings. There is an opportunity for catering events at ICTAS. The ICTAS building is located at the corner of Old Turner and Stanger Streets.

Virginia Tech plans to open a new Academic and Student Affairs Building with multiple food outlets during the summer of 2012. The new facility will consist of over 21,000 square feet of eating, storage, kitchen, office and store-front space and will include national and self-branded venues. Venues for the new facility will be determined by Virginia Tech Dining Services and may include a coffee concept. The new facility is expected to be located next to the ICTAS Building. More information about Dining Services can be found at <http://www.studentprograms.vt.edu>.

Virginia Tech has entered into an Education Sponsorship Agreement with The Coca-Cola Company and Coca-Cola Bottling Co. Consolidated. Accordingly, any contract or contracts resulting from this solicitation that includes beverage sales as the concept or part of the concept, will require that the contractor only serve Coke products (except for hot coffee or hot tea) in approved cups and will not sell, serve, distribute, sample, advertise or promote (on a brand or generic basis) any competitive products. The agreement runs through December 31, 2011 and contains a provision for a possible extension through May 31, 2012.

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/register/vendorreg.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: eVACustomerCare@dgs.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. 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. 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.

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

Virginia Tech needs the services of a Contractor to:

- A. Provide the means to design, install and operate a coffee shop in the ICTAS building. The university is seeking a contractor to serve a variety of foods including breakfast (i.e. muffins, pastries) and lunch (i.e. sandwiches) options, as well as coffee products. The contractor shall supply/utilize their standards, methods, procedures, trade secrets and proprietary trademarks in order to provide Virginia Tech's students, faculty, staff and guests with high quality service. National brands or other names/trademarks which are well known and recognizable to customers in the Virginia Tech community are preferred. There will be no exclusive rights to sell any particular product. Virginia Tech desires product variety but will not guarantee any contract exclusivities. See Attachment F for the distribution of responsibilities between the university and contractor. The current space is as outlined in Attachment G, Exclusive Use Space and Seating Area-ICTAS building. The Exclusive Use Space is approximately 200 square feet with a total area for Exclusive Use Space and seating area of 641 square feet.
- B. Provide staffing to bus tables and remove all trash from the Exclusive Use Space and the seating area. Contractor responsible for cleaning floors of seating area and Exclusive Use Space daily. Contractor shall clean carpets two times per year. Trash will be removed by contractor daily to the designated dumpster.

- C. The space will be equipped by Virginia Tech with heat-ventilation, air-conditioning, hot and cold water stubout, drain stubout and electrical outlets. All utilities are pre-positioned and contractors may need to extend and rearrange them to meet their unique needs during the build-out. Carpet tile floors, washable lay-in ceiling and general lighting are provided by Virginia Tech. Repairs or modifications to the building structure related to the Exclusive Use Space will be made by Virginia Tech and billed back to the contractor. Virginia Tech will consider paying for permanently installed fixtures i.e. counters, sinks, etc. The contractor may sub-contract other modifications with approval in advance from Virginia Tech.
- D. Install any contractor-furnished equipment. The contractor is responsible for set-up of all food service equipment including connections to existing plumbing, electrical and HVAC systems. The contractor shall provide drawings showing all equipment locations with dimensions and all associated plumbing, electrical and HVAC systems for approval by the university, the Fire Marshal and the health authorities as required prior to beginning work. The premises shall be inspected and corrected as necessary by order of these authorities after the build-out, before the contractor may open for business. Maintaining all necessary furnishings, fixtures, equipment and supplies in the Exclusive Use Space in safe and proper order is the responsibility of the contractor. Virginia Tech reserves the right to inspect the furnishings, fixtures, equipment and supplies at any time and to condemn the same immediately if found unsafe. Water (both hot and cold) and sewer service will be provided to the contractor at Virginia Tech's expense.
- E. Provide and install the equipment, counters, sinks, etc. necessary in the exclusive use area, subject to Virginia Tech approval. The design should be in keeping with the general building environment. Drawings should be submitted by the contractor to Virginia Tech delineating the design of the exclusive area and/or counter(s) visible to the public. The contractor or subcontractor(s) is responsible for obtaining the appropriate Virginia Contractor's License prior to installing the store fronts or providing any other services under this contract which may require a contractor's license. Approval of plans and finished work is required by several agencies and the contractor may be required to make alterations by officials responsible for building codes, fire protection or health and safety before opening for business.
- F. Meet all required sanitation and safety standards on a continuous basis to include compliance with applicable health codes and obtain all required certifications. All health and safety inspection reports rendered on the coffee shop must be forwarded to Virginia Tech (ICTAS) without any specific request from the university.
- G. Provide all janitorial and cleaning services in the Exclusive Use Space and Seating Area. All deliveries of supplies and food products are to be made at the ICTAS building service entrance and brought to the contractor's areas using the building elevators and corridors. The contractor should take care to avoid conflicts with building patrons by avoiding use of the elevator and corridors at busy times.
- H. Maintain Seating Area, as mutually agreed by Virginia Tech and the contractor, including tables and chairs, wall coverings, ceilings, floors, lighting and windows.
- I. Follow hours of building and food service operation set by ICTAS. Anticipated hours are 7:30 am – 5:00 pm, Monday through Friday, year round. Business volume may vary with the academic calendar. In general, when the building is open, the contractor will be expected to be open.
- J. Collect and remit to the appropriate authority the applicable sale and meals tax.
- K. Advertise to inform the community about the food services offered at Virginia Tech, at their option. Advertising is subject to the approval of Virginia Tech. The contractor should not advertise any connection with Virginia Tech, its Board, or agency thereof, nor make use of Virginia Tech's name or other identifying marks of property, nor make representation, either express or implied, as to Virginia Tech's promotion or endorsement of the contractor's operation unless the contractor has received prior written permission from Virginia Tech. ICTAS may include information regarding the coffee shop in marketing materials when applicable.
- L. Submit to Virginia Tech audited annual financial reports of the previous two calendar years. This report should show a full and complete accounting of all receipts, expenditures, disbursements, liabilities and any other information designated by Virginia Tech arising out of and connected with the coffee shop's operation at Virginia Tech and incurred during the past two operating years. Such reports must be certified as true and correct by an independent licensed public accountant.
- M. Pay Virginia Tech a commission based on a percentage of profit (sales minus expenses). Commissions are to be paid at a rate equal to the negotiated commission percentage or monthly sales report, showing separate and total net sales, along with the monthly commission. Rent payment will be \$44.71 per square foot of Exclusive Use Space.

- N. Virginia Tech has a concept for an additional similar facility in the Newman Library. Please comment on your interest in operating this facility and if two facilities would improve your financial arrangement with ICTAS.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. General Requirements

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. **One original and three copies** of each proposal must be submitted to:

Virginia Tech
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

Reference the Opening 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.

B. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. Plan for Providing Services:

- a. Provide a description of the types of food for breakfast and lunch to be provided. Include sample menus, nutritional information, current portions and pricing.
- b. Discuss the manner of food presentation. Include ordering, packaging, delivery, etc.
- c. Discuss the brand names to be used, their marketing and popularity.
- d. Discuss any additional services you can provide to Virginia Tech i.e. catering services, delivery services.
- e. Provide information on delivery agent (name of companies, deliveries per week, length of truck and any special requirements).

2. Design of Exclusive Use Area:

Provide drawings and descriptions of the design of the Exclusive Use Space. This will include placement of equipment, counters, sinks, etc. needed for the space along with plan and elevation view drawings.

3. Plans to Ensure Speed of Service:

Describe techniques to be used in order to provide the fastest service possible during busy times.

4. Revenue to ICTAS:

Provide detailed business plan to include commission % proposed per Section VI.M.

5. Initial Investment, including equipment, to be provided by the offeror per store front:

- a. Supply a list of all equipment and physical improvements proposed for the Exclusive Use Space. Include the estimated value and ownership of the equipment at the completion of the contract.
- b. Provide paragraphs, diagrams or other visual representation of the equipment, furnishings, store fronts and layouts of the space.

6. Small, Women-owned and Minority-owned Business (SWAM) Utilization:

If your business cannot be classified as Small, Women-owned, or Minority-owned, describe your plan for utilizing SWAM businesses if awarded a contract. Describe your ability to provide statistical reporting on actual SWAM subcontracting 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 Minority Business Enterprise, it is expected that the certification process will be initiated no later than the time of the award.

7. Level of Support and Quality Assurance:

- a. Describe the level and type of support provided for marketing. Include a discussion on the impact of the offeror's name recognition.
- b. Describe the type and level of support provided for training.
- c. Specify the methods used to measure the level of customer satisfaction and methods used to respond to suggestions or complaints.
- d. Discuss the ability to maintain food quality standards, particularly in terms of palatability, nutrition and variety.
- e. Describe the sanitation and safety program for the proposed operation.

8. Sustainability:

Describe plans to use local suppliers, recyclable and environmental friendly products.

9. References:

Submit four (4) recent references, preferably from similar educational settings for whom the type of services described herein have been provided. Include the date the services were furnished, the client name, address and the name and phone number of the individual that Virginia Tech has your permission to contact.

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

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Plan for Providing Service	25
2. Design of Exclusive Use Area	15
3. Plans to Ensure Speed of Service	15
4. Revenue to ICTAS	10
5. Initial Investment	10
6. SWAM Utilization	10
7. Level of Support and Quality Assurance Programs	5
8. Sustainability	5
9. References	5
Total	100

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 B. for sample contract form.

Virginia Tech reserves the right to award more than one contract as a result of this solicitation.

IX. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held on Wednesday, May 27, 2009 at 10:00 am at Virginia Tech, ICTAS Building, Stanger Street, Blacksburg, VA 24060 in the coffee shop area. 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 455 Tech Center Drive, phone: (540) 231-3200, e-mail: parking@vt.edu.

- X. Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.purch.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.

XI. CONTRACT ADMINISTRATION:

- A. Christie Thompson, Contracts Administrator, Associated Director of Administration and Finance, ICTAS, or her 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 her 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 her 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 Purchasing Department through a written amendment to the contract.

XII. TERMS AND CONDITIONS

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

XIII. ATTACHMENTS:

Attachment A - Terms and Conditions

Attachment B - Standard Contract Form

Attachment C - Student Enrollment Data

Attachment D - Employee Data

Attachment E - Main Campus Map

Attachment F - Va Tech vs Contractor Responsibility Checklist

Attachment G – Exclusive Use Space and seating area ICTAS Building

ATTACHMENT A

TERMS AND CONDITIONS

RFP General Terms and Conditions

See http://www.purch.vt.edu/html.docs/terms/GTC_RFP_050608.pdf

Special Terms and Conditions

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.
If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Virginia Tech Purchasing Department.
7. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor.
Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.
8. **INSURANCE:**
By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$500,000.00 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.

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.

9. **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
Attn: Trisha Wilson
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

and

Virginia Polytechnic Institute and State University
Attn: Christie Thompson
ICTAS Building (0193)
Room 410J
Blacksburg, VA 24061

10. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
11. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

ATTACHMENT B

**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: _____

Attachment C

Student Enrollment Data

Fall and Annual* FTE Student Summary by Term, Student Level, Tuition Status: 2003-04 through 2007-08

Student Level**	2003-04		2004-05		2005-06		2006-07		2007-08	
	Fall 03 FTE	Annual FTE	Fall 04 FTE	Annual FTE	Fall 05 FTE	Annual FTE	Fall 06 FTE	Annual FTE	Fall 07 FTE	Annual FTE
In-State										
Occ Tech	123.53	122.03	114.00	117.53	106.13	100.93	98.47	104.10	108.20	115.20
LD UG	7,207.13	6,744.63	7,474.47	6,976.03	7,729.53	7,168.73	7,996.27	7,447.60	8,297.27	7,594.93
UD UG	7,724.80	8,768.80	7,567.20	8,570.17	7,748.47	8,773.70	8,018.80	9,059.87	8,586.67	9,743.10
DVM	453.93	480.50	451.87	479.77	449.20	478.43	444.87	475.83	453.13	475.50
Masters	1,025.67	1,809.29	989.67	1,763.92	981.67	1,775.63	929.25	1,762.92	866.25	1,736.42
Doctoral	436.83	632.00	468.83	674.46	498.58	721.33	560.25	769.67	667.67	866.00
UG Specials	12.00	27.83	15.07	26.90	16.00	29.63	11.07	21.13	14.93	22.30
Total	16,983.90	18,585.09	17,081.10	18,608.78	17,529.58	19,048.39	18,058.97	19,641.12	18,994.12	20,553.45
Out-of-State										
Occ Tech	0.00	0.13	2.93	2.47	4.20	4.23	3.67	4.53	3.07	3.07
LD UG	3,386.67	3,212.27	3,304.00	3,107.97	3,221.67	3,036.50	3,098.87	2,923.17	3,201.00	3,009.10
UD UG	2,855.27	3,185.97	2,920.53	3,249.87	2,942.93	3,245.07	2,795.80	3,110.23	2,789.80	3,093.03
DVM	51.27	53.03	52.00	55.13	55.53	59.07	62.47	66.07	61.60	66.43
Masters	1,301.42	1,420.67	1,130.33	1,288.75	1,097.17	1,177.79	1,004.83	1,164.92	997.00	1,194.33
Doctoral	1,071.33	1,141.00	1,283.58	1,351.17	1,355.42	1,484.50	1,597.83	1,672.88	1,748.58	1,824.79
UG Specials	6.40	10.83	17.40	21.57	28.73	28.17	40.07	39.57	45.20	47.53
Total	8,672.35	9,023.90	8,710.78	9,076.92	8,705.65	9,035.33	8,603.53	8,981.36	8,846.25	9,238.29
Total										
Occ Tech	123.53	122.17	116.93	120.00	110.33	105.17	102.13	108.63	111.27	118.27
LD UG	10,593.80	9,956.90	10,778.47	10,084.00	10,951.20	10,205.23	11,095.13	10,370.77	11,498.27	10,604.03
UD UG	10,580.07	11,954.77	10,487.73	11,820.03	10,691.40	12,018.77	10,814.60	12,170.10	11,376.47	12,836.13
DVM	505.20	533.53	503.87	534.90	504.73	537.50	507.33	541.90	514.73	541.93
Masters	2,327.08	3,229.96	2,120.00	3,052.67	2,078.83	2,953.42	1,934.08	2,927.83	1,863.25	2,930.75
Doctoral	1,508.17	1,773.00	1,752.42	2,025.63	1,854.00	2,205.83	2,158.08	2,442.54	2,416.25	2,690.79
UG Specials	18.40	38.67	32.47	48.47	44.73	57.80	51.13	60.70	60.13	69.83
Total	25,656.25	27,608.99	25,791.88	27,685.69	26,235.23	28,083.72	26,662.50	28,622.48	27,840.37	29,791.74

Institutional Research & Effectiveness

* Annual FTE is calculated by summing credit hours for leading summer, fall, and spring, and dividing by 30 for undergraduates and professional students, 24 for graduate students

** student level abbreviations:

LD UG = lower division undergraduates (freshmen + sophomores)

UD UG = upper division undergraduates (juniors + seniors + fifth-year students)

Data Source: IRINFO's Roll Call from student census files

X:\IRData\IR Customers 2\Students\Enrollments\Over-Time Enrollment Summaries\lte_RollCall\FTE FROM Roll Call_5yr summary_0304_0708.xls

Attachment D

Employee Data

Virginia Tech Employee Profile: Headcount * Fall Semesters 1998-2007

Type of Appointment	Fall 1998	Fall 1999	Fall 2000	Fall 2001	Fall 2002	Fall 2003	Fall 2004	Fall 2005	Fall 2006	Fall 2007
Tenure-Track Faculty										
Tenured Faculty	1097	1111	1097	1092	1032	983	988	1016	1023	1027
Tenure-Track Faculty	259	291	298	326	299	279	293	310	338	356
Subtotal	1356	1402	1395	1418	1331	1262	1281	1326	1361	1383
Non-Tenure-Track Faculty										
Non-Tenure-Track Instructional Faculty	242	244	264	254	236	224	223	234	238	262
Clinical Faculty +	0	1	1	0	0	0	3	0	0	0
Research Faculty	328	353	373	413	456	477	524	553	567	564
P-14 Faculty, 9A-9B only **	293	316	280	261	280	329	319	317	344	328
Subtotal	863	914	918	928	972	1030	1069	1104	1149	1154
Administrative/Professional Faculty										
Tenured/Tenure-Track Admin/Prof Faculty	81	81	76	78	80	66	74	72	69	70
Non-Tenure-Track Administrative Faculty	86	91	100	108	108	98	102	96	100	105
Non-Tenure-Track Professional Faculty	589	601	616	647	576	556	581	640	702	731
Subtotal	756	773	792	833	764	720	757	808	871	906
Total Faculty	2975	3089	3105	3179	3067	3012	3107	3238	3381	3443
Graduate Assistants										
Grad/Sr Grad Teaching Assistants	941	986	900	937	936	901	1081	1168	1271	1258
Grad/Sr Grad Assistants	487	520	547	535	458	452	306	247	235	238
Subtotal	1428	1506	1447	1472	1394	1353	1387	1415	1506	1496
Grad/Sr Grad Research Assistants	797	794	956	1020	1083	1126	1178	1218	1202	1367
Total Graduate Assistants	2225	2300	2403	2492	2477	2479	2565	2633	2708	2863
Classified Professionals, Staff										
Executive/Administrative/Managerial	132	148	165	182	182	177	135	145	155	174
Other Professionals	664	716	813	803	804	783	943	855	906	992
Technical/Para-Professional	963	1050	1026	1107	1150	1134	1154	1284	1304	1297
Secretarial/Clerical	717	662	619	604	586	561	493	501	502	488
Skilled Craft	346	356	356	361	350	335	312	328	328	322
Service/Maintenance	468	481	477	509	517	492	539	560	569	574
Total Classified	3290	3413	3456	3566	3589	3482	3576	3673	3764	3847

Institutional Research & Effectiveness

* **Non-duplicated headcount** (one job per person) for full-time & part-time employees, regular & restricted appointments; in the case of someone with more than one job, the primary job (as indicated in the HR Warehouse Employee table) was selected.

Excludes wage employees and employees on leave without pay.

+ Clinical Faculty refers to non-tenure-track non-instructional Clinical Faculty only.

** P-14s include 9A (T&R Wage P-T Temp Adjunct) and 9B (Non-Teaching P-T Temp Adjunct) only.

Classified employees from EEO6 codes 10, 30, 40, 50, 60, 70 only.

Data Source: HR Data Warehouse as of 9/30 each fall term

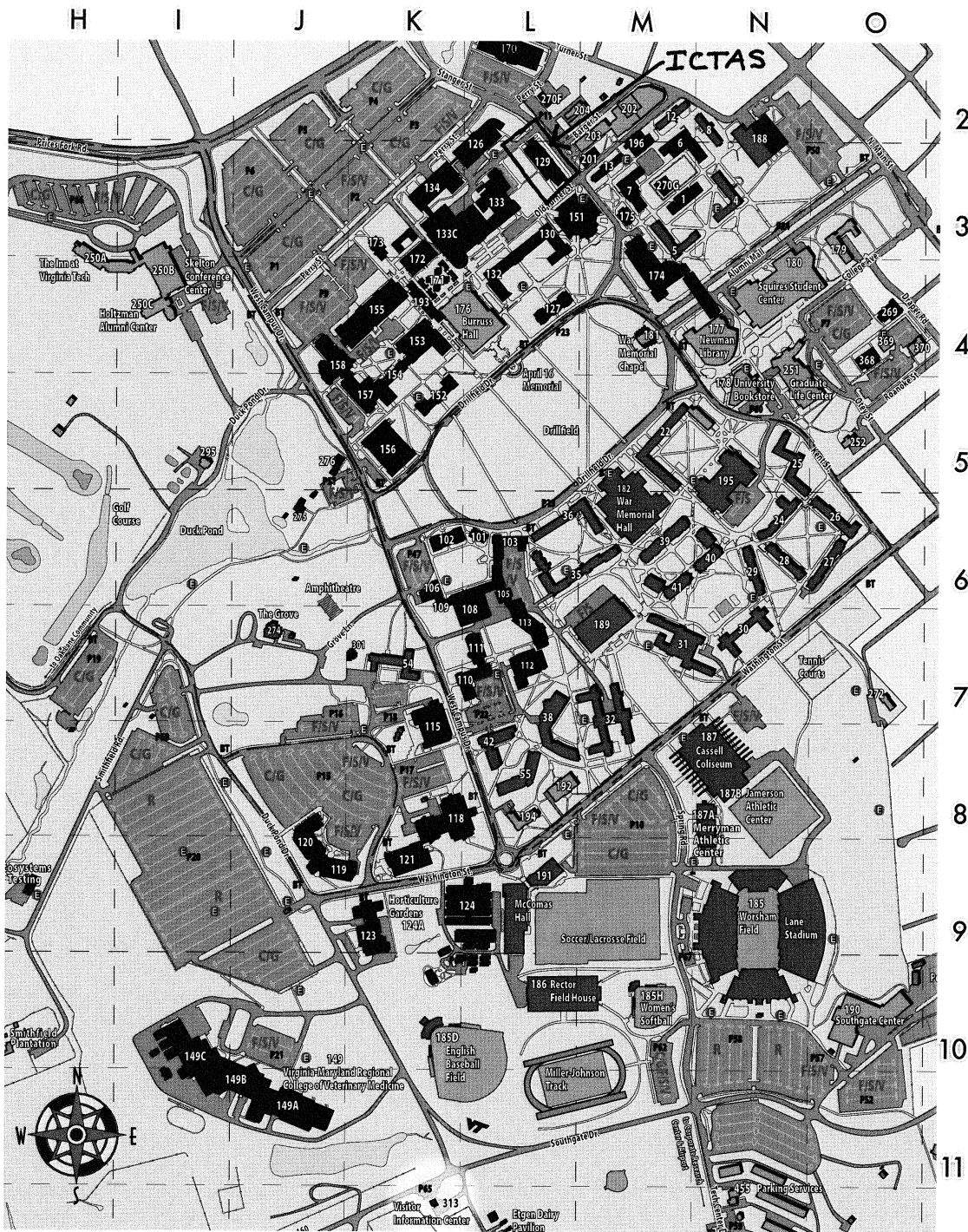
Source Code: X:\IRData2\dept\rgile\Faculty\Faculty Trend Data\SAS programs\hc_1job_allVT_fa07 update.sas

Table: X:\IRData\IR Customers 2\Faculty_Staff\Faculty_Staff_HC_FTE\headcount\HC_trend_fa98-07_AllVT_final.xls

MAIN CAMPUS MAP

Alphabetical Key

- K-7 109 Agnew Hall
M-2 204 Air Conditioning Facility
M-8 032 Ambler Johnston Hall
O-4 368 Architecture Annex
O-4 269 Armory
M-2 196 Art and Design Learning Center
O-6 026 Barringer Hall
J-9 119 Bioinformatics Phase I
J-9 120 Bioinformatics Phase II
K-3 173 Bishop-Favaro Hall
M-3 005 Brodie Hall
L-2 270F Building 270F
K-4 171 Burchard Hall
K-4 193 Burke Johnston Student Center
N-12 183 Burrows/Burleson Tennis Center
L-4 176 Burruss Hall
L-6 036 Campbell Hall
N-8 187 Cassell Coliseum
O-10 241 Central Stores
L-7 112 Cheatham Hall
J-4 158 Chemistry/Physics Building
L-8 038 Cochrane Hall
M-3 270G College of Science Admin. Bldg.
K-3 172 Cowgill Hall
O-7 272 Cranwell International Center
J-12 475 Dairy Science Complex
K-5 156 Davidson Hall
K-4 155 Derring Hall
M-7 189 Dietrick Hall
L-2 126 Durham Hall
M-5 022 Eggleston Hall
L-7 110 Engel Hall
K-10 185D English Field
M-3 013 Femoyer Hall
P-10 240 Fleet Services
J-9 123 Food Science and Technology
L-7 111 Fraulin Biotechnology Center
I-5 295 Golf Course Clubhouse
O-5 251 Graduate Life Center at Donaldson Brown
L-9 124 Greenhouses
J-7 274 The Grove
K-5 157 Hahn Hall
K-9 124A Hahn Horticulture Gardens
K-3 133C Hancock Hall
L-8 042 Harper Hall
I-10 149C Harry T. Peters Large Animal Hospital
N-12 459 Health and Safety Building
O-3 179 Henderson Hall
K-7 054 Hillcrest Hall
L-3 130 Holden Hall
I-4 250C Holtzman Alumni Center
L-6 103 Hutchesson Hall
* L-3 129 Institute for Critical Technology and Applied Science
N-8 187B Jamerson Athletic Center
N-6 028 Johnson Hall
M-3 001 Lane Hall
N-9 185 Lane Stadium/Worsham Field
L-7 113 Latham Hall
N-7 030 Lee Hall
K-9 121 Life Sciences I
K-8 118 Litton-Reaves Hall
M-3 007 Major Williams Hall
M-3 151 McBryde Hall
L-9 191 McComas Hall
O-4 369 Media Annex
P-4 370 Media Building
N-8 187A Merryman Athletic Center
O-6 027 Miles Hall
M-2 203 Military Building
N-2 008 Monteith Hall
L-8 055 New Residence Hall - Career Services Site
N-6 040 New Residence Hall - East
N-6 024 Newman Hall
N-4 177 Newman Library
L-4 132 Norris Hall
M-3 201 Old Security Building
N-6 029 O'Shaughnessy Hall
N-5 195 Owens Hall
K-4 153 Pamplin Hall
N-12 455 Parking Services
L-4 127 Patton Hall
M-6 039 Payne Hall
M-6 041 Peddrew-Yates Residence Hall
M-3 175 Performing Arts Building
P-10 242 Police Department
M-2 202 Power Plant
K-6 102 Price Hall
M-7 031 Pritchard Hall
L-3 133 Randolph Hall
N-3 004 Rasche Hall
L-10 186 Rector Field House
I-11 149B Richard B. Talbot Educational Resources Center
L-9 124 Greenhouses
J-7 274 The Grove
K-5 157 Hahn Hall
K-9 124A Hahn Horticulture Gardens
K-3 133C Hancock Hall
L-8 042 Harper Hall
I-10 149C Harry T. Peters Large Animal Hospital
N-12 459 Health and Safety Building
O-3 179 Henderson Hall
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K-6 102 Price Hall
M-7 031 Pritchard Hall
L-3 133 Randolph Hall
N-3 004 Rasche Hall
L-10 186 Rector Field House
I-11 149B Richard B. Talbot Educational Resources Center



Academic Buildings **Athletic Facilities** **Residential & Dining Facilities** **Support Facilities** **Research Facilities** **Parking Lots** **Emergency Call Box**

Parking | F/S/V = Faculty/Staff/Visitor | C/G = Commuter/Graduate | R = Resident
Blacksburg Transit | University Mall | Hokie Express | Hokie Express Alt. (Night & Saturday Route, starts at 7pm)

- K-5 154 Robeson Hall
L-6 101 Sandy Hall
K-6 106 Saunders Hall
L-7 108 Seitz Hall
N-2 006 Shanks Hall
N-2 188 Shultz Hall
I-4 250B Skelton Conference Center
M-6 035 Slusher Hall
L-8 194 Smith Career Center
L-6 105 Smyth Hall
J-6 275 Solitude
O-10 190 Southgate Center
N-4 180 Squires Student Center

- P-10 242 Sterrett Facilities Complex
L-8 192 Student Services Building
L-2 170 Surge Space Building
N-12 183 Tennis Center
H-4 250A The Inn at Virginia Tech
M-2 012 Thomas Hall
M-4 174 Torgersen Hall
N-5 178 University Bookstore
O-5 252 University Club
N-5 025 Vawter Hall
J-11 149 Virginia-Maryland Regional College of Veterinary Medicine

- K-12 313 Visitor Information Center
K-7 301 Wallace Annex
K-8 115 Wallace Hall
M-4 181 War Memorial Chapel
M-6 182 War Memorial Hall
K-3 134 Whittemore Hall
J-11 149A William E. Lavery Health Research Center
K-5 152 Williams Hall
M-10 185H Women's Softball Field
J-5 276 Wright House

Attachment F

Responsibility Checklist

Responsibility	Va. Tech	Contractor
1. Food Supplies		X
2. Food Service Supplies		X
3. Area Maintenance (Includes light bulbs, glass cleaning, existing painting/wall coverings)	X	
4. Table Bussing, floor cleaning and trash removal to dumpster		x
5. Exclusive use space housekeeping/maintenance		
a. Equipment and light bulbs		X
b. Electric Circuits	X	
c. HVAC	X	
d. Exhaust fans and filters	X	
e. Plumbing Maintenance	X	
f. Cleaning of exhaust ducts	X	
6. Garbage/trash pickup contract (from dumpster)	X	
7. Utilities		
a. Electricity (excluding HVAC)	X	
b. HVAC	X	
c. Water and sewer	X	
d. Telephone (both local and long distance)		X
e. Gas installation and cost, if used		X
8. Grease trap(s)- all associated costs		X
9. Licenses		X
10. Banking services		X
11. Setup of Hokie Passport systems, if desired		X
12. Routine pest control	X	
13. Office operational costs		X
14. Insurance		X
15. Advertising/marketing		X
16. Uniforms of staff and laundry		X
17. Staff recruiting		X
18. Garbage to designated dumpster		X

Attachment G
Exclusive Use Space & Seating Area
ICTAS Building

