

INVITATION FOR SEALED BID # 567420 **THIS IS NOT AN ORDER**

**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
PURCHASING DEPARTMENT (0333)
270 SOUTHGATE CENTER
BLACKSBURG, VA 24061**

DATE	BID RETURN DATE AND HOUR	BID OPENING DATE AND HOUR
April 22, 2008		May 8, 2008 3PM

BIDDERS ADDRESS

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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:

James E. Dunlap, CPPB, VCO

Associate Director and Contracts Manager

E-MAIL ADDRESS: jdunlap@vt.edu

TELEPHONE NUMBER (540) 231-8543

FAX NUMBER (540) 231-9628

AFTER HOUR MESSAGES (540) 231-6221

COMMODITY: Harvesting of Standing Hay
SEE ATTACHED

SPECIAL INSTRUCTIONS

1. **SEALED BID** responses should be returned in the furnished envelope.
2. Responses must be submitted on this form and the attachment (s) provided.
3. Responses should be signed below.
4. Responses will be received in the Virginia Polytechnic Institute and State University, Purchasing Department (0333), 270 Southgate Center, Blacksburg, VA 24061 until the bid opening date and hour or, if specified, the bid return date and hour shown above.
5. Contact the buyer listed above for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
6. Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.purch.vt.edu/html.docs/bids.html>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR SEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN INCLUDING THE GENERAL TERMS AND CONDITIONS SHOWN AT http://www.purch.vt.edu/html.docs/terms/GTC_BID_011008.pdf THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	DELIVERY DATE
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
*BUSINESS CLASSIFICATION		☐ LARGE	☐ SMALL
		☐ MINORITY-OWNED	☐ WOMEN-OWNED
*Business Classification definitions can be viewed at http://www.purch.vt.edu/html.docs/class.html			

THIS IS NOT AN ORDER Revised 05/10/07

I. BACKGROUND:

Virginia Tech's College of Natural Resources has approximately 143 acres of standing hay (mostly tall fescue) at Catawba Farm in Catawba, VA that needs to be harvested.

Interested parties may visit the sites on May 2, 2008 at 9:00 a.m. to view the hay, receive a map of each field location, and ask questions. Directions to the farm may be obtained by contacting Christy Gabbard, Catawba Landcare Coordinator, phone: 540/357-3744.

II. SCOPE OF SERVICE:

The contractor shall:

- A. Provide all equipment, labor, transportation and incidentals needed to mow, bale and remove hay from field(s) at Virginia Tech's Catawba Farm from spring 2008 through November 15, 2008.
- B. Remove all bales from farm within two (2) weeks of each mowing. Mowing may begin at any time after full payment to Virginia Tech.
- C. Harvest complete boundaries to Virginia Tech's satisfaction. Rough or low quality portions may not be left. Crop must be mowed close to fences and other objects. All mowed hay must be baled and removed, even if it has been rained on. No un-mowed streaks may be left standing or broken bales left in field.
- D. Remove their trash (beverage containers, twine packaging, unused twine, etc.) from the farm.
- E. Pay Virginia Tech in accordance with the accepted bid amount(s) shown in Attachment A.
- F. Not use herbicides, fertilizers, or any other chemicals on the hay fields.

III. AWARD AND BID PRICE:

An award will be made to the highest bidder per lot for the amount(s) shown in Attachment A and in accordance with the terms and conditions shown in Attachment B.

Attachment A

Pricing

Instructions To Bidder: You may bid on as many or as few lots as you wish.

Lot	Size	Bid Price For Lot
1.	Approximately 34.5 Acres	\$ _____
2.	Approximately 54.0 Acres	\$ _____
3.	Approximately 56.7 Acres	\$ _____
4.	Approximately 17.4 Acres	\$ _____

ATTACHMENT B

TERMS AND CONDITIONS

Bid General Terms and Conditions

See http://www.purch.vt.edu/html.docs/terms/GTC_BID_011008.pdf

Special Terms and Conditions

1. **DAMAGES:** Any damage to existing Virginia Tech utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to Virginia Tech's satisfaction at the Contractor's expense.
2. **DISCLAIMER:** Any sale resulting from this solicitation is "as is-where is". Virginia Tech disclaims any warranties, including the warranty of merchantability, for everything being purchased.
3. **IDENTIFICATION OF SEALED BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid 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 Bid Number in the lower left corner of the envelope or package. If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. No other correspondence or other bids should be placed in the envelope. Bids may be hand delivered to the Virginia Tech Purchasing Department.

4. **INDEMNIFICATION:** The contractor agrees to indemnify, defend and hold harmless Virginia Tech and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the purchase of hay from Virginia Tech.
5. **INSURANCE:** Evidence of general liability insurance coverage in the amount of \$100,000 should be provided by the successful bidder.
6. **LIABILITY:** The purchaser assumes all liability for any and all items purchased under this solicitation. Virginia Tech will execute its usual care for protection up to the time of removal, but will not be responsible for any loss or damage whatsoever.
7. **PAYMENT:** Payment shall be by cashiers check or certified check for the total accepted bid amount. Checks shall be made payable to the Treasurer of Virginia Tech and drawn on a U.S. bank. A 5 % Sales and Use Tax will be added by Virginia Tech to the bid price unless a sales tax exemption certificate is provided by the successful bidder. Full payment should be received by Virginia Tech within seventy-two (72) hours of sale award notification. No refunds or adjustments will be made.
8. **RESERVATION:** Virginia Tech reserves the right to reject any or all bids.
9. **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.
10. **QUANTITIES:** Quantities set forth in this solicitation are estimates only.

Attachment C -- Map

