



Request for Proposal #0016247

for

Travel Management Services

March 24, 2011

RFP 0016247
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 April 27, 2011 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. **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.dmbc.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.

5. **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

11/10

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 travel management 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 year(s), or as negotiated. There will be an option for three, one- year renewals, or as negotiated.

III. BACKGROUND:

Employees at Virginia Tech travel to domestic and international destinations on a daily basis throughout the year. The university does not have a travel management office and thus relies on the following to obtain travel services:

1. Travel agencies on contract
2. Travel agencies not on contract
3. The Internet Web Sites
4. Direct purchases from airlines

Although there are several options for university travelers to purchase travel related services, the university may contract with two or more travel agencies. The current annual volume of airfare is approximately 6 million dollars.

A major user of travel management services is Virginia Tech's Athletic Department. The Athletic Department uses travel agencies to arrange both team travel to competitions and individual travel for recruiting purposes. Flights for teams are often required for competitions against ACC conference members Miami, Florida State, and Boston College, as well as for distant non-conference opponents and post-season competitions.

Many teams charter a bus to the airport and to locations within a few hours drive of Blacksburg; although often arranged through existing university contracts for this service, transportation is sometimes needed in distant locations when the team has traveled by airline, or when the coach prefers to use a travel agency to make all-inclusive arrangements.

A listing of current Athletic teams and schedules may be viewed by going to www.hokiesports.com, and selecting "schedules" in the left side listing of links.

Travel services for study abroad programs sponsored by a number of Virginia Tech academic departments are needed regularly. Services are needed primarily for travel originating and concluding in foreign countries.

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:

A. General:

1. Virginia Tech needs a Contractor to provide travel management services to the university.
2. The Contractor or its authorized representatives shall meet periodically with Virginia Tech when requested, to discuss all services.
3. The Contractor and Virginia Tech may mutually establish routine procedures for handling the services described herein. Such procedures are subject to Virginia Tech's approval.
4. The Contractor shall provide, to designated offices of Virginia Tech, tickets/reservations for air, rail, hotel and/or vehicle rental accommodations within 24 hours of request by Virginia Tech, or at a specific future date as requested. Upon delivery of tickets/itinerary, the Contractor shall require the requesting department to provide either of the following:
 - a. Virginia Tech Hokie Mart Purchase Order (PO) or Travel Services Authorization (TA) form, (fax of hard copy)
 - b. BOA Visa Corporate Purchasing Card number subject to cardholder limits
 - c. BOA Visa Corporate Travel Card number
5. The Contractor shall secure the lowest available rate for any services within the scope of this contract, unless the lowest available rate was refused by the traveler and is included in the Rejection of Lowest Available Fare Report. If the lowest rate was not rejected by the traveler, the Contractor shall refund to Virginia Tech the difference in cost if it has failed to secure the lowest available rate.

The Contractor shall provide travel estimates for budget planning to individuals for specific trips, conferences or other potential service requirements.

6. The university will rely on the Contractor to secure the best rates for group travel services required by university departments. Departments may not make group travel arrangements with a non-contract source without first attempting to use the services of the Contractor. When the Contractor cannot provide the service at a cost less than the non-contract source, the Contractor must provide a written estimate for the department to use as documentation for approval to purchase the services from another source.
7. The Contractor should be able to receive orders by email or fax from SciQuest (Virginia Tech's purchasing system).

B. Service Requirements:

1. Transportation:
 - a. The Contractor shall provide domestic and/or international airline and railway ticket service at the lowest fare available within the arrival/departure times and locations specified by the requesting traveler or representative of Virginia Tech.
 - b. At its option, Virginia Tech may require charter airline and charter bus service. When such charters are requested, the contractor must negotiate with a minimum of three vendors, if available, to secure the most favorable rates and service for the university.
 - c. State travel regulations require that transportation by common carrier shall use tourist class accommodations. Business class travel is permissible for international flights.
 - d. Travel credits, reduced rates, or free services received from public facilities by persons for whatever reason, accrue to the university.
 - e. The Contractor shall provide advance seat assignment and advance boarding passes when available from the airlines.
 - f. At its option, Virginia Tech may elect to make transportation arrangements with non-contract sources.
2. Lodging: The Contractor shall arrange hotel/motel accommodations for individuals or groups, when requested, taking advantage of government or corporate discounts, whichever is greater. If a specific hotel/motel is not requested, the location of the lodging should be reasonably close to the required destination. Virginia Tech may elect to make direct arrangements on a case-by-case basis.
3. Vehicle Rental: The Contractor shall arrange vehicle rentals, when requested, at the lowest rate available. The rate should be confirmed when the reservation is made and included in the traveler's itinerary.
4. International Travel:
 - a. The Contractor shall arrange for international travel, including reservations and ticket delivery for air, rail, bus or ship transportation, and for hotel/motel accommodations and car rentals when required.
 - b. The Contractor shall provide assistance in obtaining passports, visas and documents regarding health requirements.
 - c. At its option, Virginia Tech may elect to make international travel arrangements with non-contract sources.
5. Traveler's Itineraries: The Contractor shall provide two itinerary copies to the traveler including, but not limited to, the following information:
 - a. Carrier(s)
 - b. Flight, train, bus or voyage numbers.

- c. Departure and arrival times for each segment of the trip
 - d. Ground transportation facilities at destination (e.g., taxi or shuttle service)
 - e. Meals provided
 - f. Name, phone number and location of hotel/motel and room rates
 - g. Name, phone number and location of car rental agency and rates
6. Contractor Assistance: The Contractor shall provide assistance, training, and orientation as required by the Office of the Controller.
 7. Refunds:
 - a. The Contractor shall provide any refunds due as a result of the Office of the University Controller returning unused tickets.
 - b. The Contractor shall identify each refund by original ticket and/or invoice number.
 - c. The Contractor shall make refunds within 30 days of ticket return.
 - d. Refunds shall not be made to the individual traveler except for tickets purchased using the travelers' personal funds or their BOA Visa Corporate Travel Card.
 - e. The Contractor shall not accept unused tickets directly from the individual traveler except for those purchased with personal funds or their BOA Visa Travel Card.
 8. Hours of Operation: The Contractor should provide at least seven hours of service daily from 9:00 a.m. to 5 p.m., Monday through Friday.
 9. Schedule Changes, Cancellations, and Delays:
 - a. The Contractor should make every effort to notify travelers of airport closings, cancelled or delayed flights, trains, buses or voyages.
 - b. The Contractor shall provide alternate travel arrangements whenever a carrier defaults or cancels a scheduled departure.
 10. Common Carrier and Flight Insurance: The Contractor should provide free automatic common carrier and flight insurance for all air and rail travelers in an amount of at least \$200,000.

C. Reporting, Invoicing and Delivery Requirements:

1. Within four days of reporting a ticket purchase to the Airlines Reporting Corporation (ARC), the Contractor shall submit a copy of the itinerary and an approved PO / TA form to the Office of the Controller. This information must be received within this time period in order for the Controller's Office to pay the Agency Travel Card (ATC) invoice promptly.
2. Within four days of reporting non-ATC purchases (cash sales), the Contractor shall submit invoices, itineraries, and approved PO / TA forms to the Office of the Controller. This method of payment shall be used only when the ATC card or credit cards are not accepted. The PO / TA must have the departments "received" and "authorized" signatures / approvals in place.
3. When departments use the traveler's BOA Visa Corporate Travel Card or the department's BOA Visa Corporate Purchasing Card, central reporting is not required.
4. Rejection of Lowest Available Fare Report: This report shall be provided on a monthly basis in the event a traveler rejects the lowest available fare. Lower rates based on differences in the flight schedule do not have to be reported and do not have to be included in management reports. The report should be sorted in "reason

rejected” order, i.e., all fares rejected because a “Saturday night stay was required” should be sorted together on the report, and then the next reason should be listed, etc. The list should also include:

- a. Name of traveler
- b. Date of ticket
- c. Ticket number or other transaction ID number
- d. Cost of offered reservation
- e. Actual cost of accepted reservation

5. Other reports as requested by the Office of the Controller.

D. Method of Payment:

- 1. Virginia Tech may pay for travel purchased through the Contractor by any combination of the following methods:
 - a. BOA Visa Agency Travel Card
 - b. BOA Visa Corporate Travel Card issued to an employee of Virginia Tech
 - c. BOA Visa Corporate Purchasing Card issued to an employee of Virginia Tech
 - d. Virginia Tech checks only if (1.) the contractor/provider does not accept the university credit card or (2.) if the savings with a cash payment meets the terms of the “Cash Discounts” policy of the Commonwealth of Virginia. If the provider does not accept the BOA Visa Agency Travel Card or credit cards, the contractor shall include a statement to that effect on the invoice provided.

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 specific plans for providing service to Virginia Tech employees located throughout the state. Include plans for delivering tickets, costs or such delivery, express mail costs, toll free phone numbers if Available and plan for obtaining the PO / TA from the departments.
- b. Describe your approach to securing the lowest rates available to meet the traveler's needs.
- c. Provide a list of additional services that you could provide Virginia Tech to improve its travel program.
- d. If applicable, identify and list the amount of any fees (transaction, processing, service charge, etc.) that may be charged.
- e. Provide completed sample forms including itinerary, invoice, reservation vouchers, customer reports, as well as internal forms such as procedures and policies, which your staff is required to follow.
- f. Identify the location of the office that will provide services and its proximity to Virginia Tech.

2. Qualifications and Experience:

- a. Describe the experience and variety of services provided by your agency.
- b. Describe the expertise of your staff and a description of your training and development program, which will assure that all personnel assigned to perform under any resultant contract, shall be capable and qualified in the work assigned to them. Include resumes for staff that will provide service to Virginia Tech.
- c. Provide evidence of financial stability.
- d. Describe service enhancements unique to your agency including franchise agreements.
- e. Are you a member of a consortium? If so, which one and why did you select that one? Provide a list of services that the consortium provides to your agency.
- f. Provide four (4) recent references, either educational or governmental, for whom you have provided the type of services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact

3. Equipment, Systems, Automation:

Describe your degree of automation, procedures for electronically transferring data, and plans for future enhancements that may provide efficiencies for processing invoices at Virginia Tech.

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

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 Minority Business Enterprise (DMBE), 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 DMBE website at www.dmbv.virginia.gov. Any questions relating to SWAM businesses or SWAM subcontracting opportunities can be directed to Mark Cartwright, the University's Assistant Director for Supplier Diversity, at 540-231-3333 or mcartwright@vt.edu.

5. 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 Services	50
2. Qualifications and Experience	30
3. Equipment, Systems, Automation	10
4. SWAM Utilization	10
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.

IX. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted to:

Virginia Polytechnic Institute and State University
Accounts Payable
201 Southgate Center
Blacksburg, VA 24061

X. 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 a ghost card payment system. For more information on this program please refer to Virginia Tech's Purchasing website: <http://www.purch.vt.edu/Department/WellsOne.html>

XI. ADDENDUM:

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.

XII. CONTRACT ADMINISTRATION:

- A. Amy Burchett, Manager of Accounting Services, at Virginia Tech 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.

XIII. TERMS AND CONDITIONS:

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

XIV. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Standard Contract Form

ATTACHMENT A

TERMS AND CONDITIONS

RFP General Terms and Conditions

See http://www.purch.vt.edu/html.docs/terms/GTC_RFP_100110.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: Amy Burchett
Manager of Accounting Services
University Controller
201 Southgate Center
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.

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: _____