

INVITATION FOR UNSEALED BID # 0015729 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 19, 2011		May 13, 2011 5PM

BIDDERS ADDRESS

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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:

Anthony S. Beeken, VCO

Contracts Officer/Buyer Senior

E-MAIL ADDRESS: abeeken@vt.edu

TELEPHONE NUMBER (540) 231-5240

FAX NUMBER (540) 231-9628

AFTER HOUR MESSAGES (540) 231-6221

COMMODITY: Window Cleaning Services for Athletic Facilities SEE ATTACHED

SPECIAL INSTRUCTIONS

- Responses must be submitted on this form and the attachment (s) provided.
- Facsimile unsealed bids received in the Virginia Tech Purchasing Department prior to the time and date designated for bid submission will be accepted.
- Responses should be signed below.
- 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.
- Contact the buyer listed above for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
- DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.**
- 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.
- Bidders must take cognizance of the fees associated with the eVA Business-To-Government Vendor Registration requirement described herein and at <http://www.eva.state.va.us/> and submit prices accordingly.**

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR UNSEALED 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_100110.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/Vendor/class.html					
*Is your Classification certified by the Virginia Dept of Minority Business Enterprise? ☐ Yes ☐ No If yes, provide Certification Number:					
*For assistance with certification questions, please visit: http://www.dmbc.state.va.us/swamcert.html					

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)

INVITATION FOR UNSEALED BID NUMBER 0015729

Window Cleaning Services for Athletic Facilities

I. PURPOSE:

The intent and purpose of this Invitation For Unsealed Bid is to establish a term contract with one qualified source that can provide window cleaning services for athletic facilities for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. BACKGROUND: Major athletic facilities in the Virginia Tech Athletic Complex include Lane Stadium, Cassell Coliseum, Jamerson Center, Merryman Center, Hahn Hurst Basketball Practice Center and the Virginia Tech Football Practice Facility. Each facility requires window cleaning services periodically throughout the year. Virginia Tech desires to establish a contract for window cleaning services for the major facilities in the Virginia Tech Athletic Complex.

III. 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.

IV. SCOPE OF SERVICE:

The contractor shall:

- A. Provide all materials, tools, labor, transportation, equipment and supplies required for cleaning all glass surfaces of interior and exterior windows in the facilities listed in Section II, Background.
- B. Provide services in order that window surfaces are free of streaks, stains, spots, smudges, scale and other removable materials.
- C. Perform services at a time and date which shall be coordinated with and approved by Virginia Tech's Athletics Department.
- D. Be trained, experienced and engaged in the business of commercial cleaning of windows.

- E. Protect all Virginia Tech property from damage during the performance of their service. Any damage to existing 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.

V. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor after each satisfactory completion of window cleaning services for athletic facilities and receipt of the contractor's invoice.

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>

VI. 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

VII. CONTRACT ADMINISTRATION:

- A. Michelle Collins, Business Manager, Athletics Department, 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.

VIII. SITE VISIT: A site visit is strongly recommended. Bidders should take cognizance of any and all conditions that may affect their work. Claims as a result of failure to inspect the job site will not be considered by Virginia Tech. To arrange a site visit, contact Pete Poole at (540) 231-6067, Casey Underwood at (540) 231-6067 or Tom Gabbard at (540) 231-1828.

IX. PRICE SCHEDULE: (TO BE COMPLETED BY BIDDER):

The bidder agrees to provide window cleaning services for Virginia Tech Athletic Facilities as described herein and in accordance with the terms and conditions contained herein. Please provide pricing below.

- | | |
|--|---------|
| A. Lane Stadium | \$_____ |
| B. Cassell Coliseum | \$_____ |
| C. Jamerson Center | \$_____ |
| D. Merryman Center | \$_____ |
| E. Hahn Hurst Basketball Practice Center | \$_____ |

F. Virginia Tech Football Practice Center \$_____

GRAND TOTAL (total of lines A – F) \$_____

For informational purposes only, what is your hourly labor rate for cleaning commercial windows as it relates to this solicitation?

\$_____/hour

X. 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.

XI. TERMS AND CONDITIONS:

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

XII. ATTACHMENTS:

Attachment A - Terms and Conditions

Attachment B - Standard Contract Form

ATTACHMENT A
TERMS AND CONDITIONS

Bid General Terms and Conditions

See http://www.purch.vt.edu/html.docs/terms/GTC_BID_100110.pdf

Special Terms and Conditions

1. **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 State auditors shall have full access to and the right to examine any of said materials during said period.
2. **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.
3. **AWARD OF CONTRACT:** Virginia Tech will make the award on a grand total basis to the lowest responsive and responsible bidder. The Virginia Tech Purchasing Department also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of Virginia Tech to be in its best interest.
4. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
5. **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.
6. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation for Bids, the signed Bid submitted by the Contractor, the Commonwealth Standard Contract Form (copy attached), the General Terms and Conditions, Special Terms and Conditions, the specifications including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.
7. **CONTRACT PERIOD:** The contract shall be for a period of one (1) year.
8. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representatives that the work is in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
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. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Virginia Tech.

11. **INSURANCE:**

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

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

INSURANCE COVERAGES AND LIMITS REQUIRED:

A. Worker's Compensation - Statutory requirements and benefits.

B. Employers Liability - \$100,000.00

C. General Liability - \$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

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.

12. **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 Bid Cover Page

Attention: Name Of Person Signing Bid

If to Virginia Tech:

Virginia Polytechnic Institute and State University
Attn: Anthony S. Beeken
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

and

Virginia Polytechnic Institute and State University
Attn: Michelle Collins
Athletics Department
357-B Jamerson Center
Blacksburg, VA 24061

13. **PRICE ESCALATION/DEESCALATION:** Price adjustments for changes in the contractor's price of materials, labor, and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and each 365 days thereafter and only where verified to the

satisfaction of the Virginia Tech Purchasing Department. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech.

Contractor shall give not less than 30 days advance notice of any desired price increase to the Virginia Tech Purchasing Department. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor, and transportation. Only general "across the board" price increases will be considered and must affect all suppliers of the commodities or goods. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. Failure by the Contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Purchasing Department may verify such change in price independently. The Virginia Tech Purchasing Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Purchasing Department determines is excessive, regardless of any documentation supplied by the Contractor, may be cause for cancellation of the contract by the Virginia Tech Purchasing Department. The Virginia Tech Purchasing Department will notify the contractor in writing of the effective date of any increase which is approved. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

14. **REFERENCES:** Bidders shall provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION	ADDRESS	CONTACT PERSON	TELEPHONE
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1.	_____		
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2.	_____		
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3.	_____		
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15. **RENEWAL OF CONTRACT:** This contract may be renewed by Virginia Tech upon written agreement of both parties for four successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

16. **SAFETY:** The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL http://www.ehss.vt.edu/programs/contractor_safety.php. A copy of the publication may also be obtained by contacting EHSS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

17. **SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall

be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

18. **TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.
19. **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
Bidders do not need to fill in this form**

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: _____

This contract entered into this ____ day of _____, 20____, by _____, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the _____ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Invitation For Bid Number _____ dated _____, together with all written modifications thereof and the bid submitted by the Contractor 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: _____