



Request for Proposal # 0061845

For

Technical Consultant for Energy Risk Management

01/06/2021

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

RFP 0061845  
GENERAL INFORMATION FORM

**QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: Levi Henry, Phone: (540) 231-7852 e-mail: lhenry29@vt.edu

**DUE DATE:** Proposals will be received until February 12<sup>th</sup> at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**PROPOSAL SUBMISSION:**

**Proposals may NOT be hand delivered to the Procurement Office.**

Due to the COVID-19 Emergency Declaration, Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to [procurement@vt.edu](mailto:procurement@vt.edu) with the **RFP number, due date, and time in the subject line of the email.**

Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. Delivery Confirmation receipts from the offeror's own email system are recommended.

**Attachments must be smaller than 25MB in order to be received by the University.**

**PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held virtually via Zoom Meeting on January 21st, 2021 at 1PM. See section X, Pre-proposal Conference for additional information.

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

\_\_\_\_\_ **Large**

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

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

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

**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)			E-MAIL ADDRESS
TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS	

I acknowledge that I have received the following addendums posted for this solicitation.

1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5 \_\_\_\_\_ 6 \_\_\_\_\_ (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES \_\_\_\_\_ NO \_\_\_\_\_

SIGNATURE \_\_\_\_\_ Date: \_\_\_\_\_

12/01/2020

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for a Technical Consultant for Energy Risk Management by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

III. CONTRACT PERIOD:

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

IV. BACKGROUND:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university's main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth's most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly \$513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

Virginia Polytechnic (Virginia Tech) purchases significant volumes of electricity and natural gas to meet their requirements through third party supply contracts.

Virginia Tech is seeking technical consulting expertise to assist in the energy risk management of these contracts and open positions. Virginia Tech has an interruptible natural gas supply contract that have indexed pricing to the NYMEX Henry Hub settlement price for the applicable month as well as an electricity PPA that is set to expire in 2027.

Virginia Tech requires a Technical Consultant to assist them in their management of energy price risk exposure, in particular, risk management services for the natural gas position as well as future electric positions after contract with APCO expires in 2027. Through the development of risk management policies for Virginia Tech, the Technical Consultant shall design a structured hedging plan with rules to manage the fuel and power price volatility that align with the Virginia Tech's financial expectations and risk tolerances, and recommend modifications to such rules as changes in market conditions dictate.

V. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <http://www.eva.virginia.gov>, or call 866-289-7367 or 804-371-2525.

VI. 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, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and shall not be considered in default of the contract no matter the circumstances.

Please refer to Attachment B, Zone Map, if the offeror wishes to submit separate pricing structure based on approved zones for cooperative institutions. Refer to Attachment B for the approved Zone Map. If no other prices are offered, pricing provided shall apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

## VII. STATEMENT OF NEEDS:

### A. Energy Risk /Integrated Energy Portfolio (IEP) Management

- (a) The Technical Consultant shall assess energy market risk of the portfolios of the Virginia Tech; prepare and provide calculations of market volatilities; and prepare forward market price curves. Periodic reports (daily or weekly) should provide market information (both domestic U.S. and international) that affects the applicable mid-Atlantic markets and the United States energy markets. The Technical Consultant must present, at a minimum, a monthly report that summarizes the current portfolio and both open (unhedged) and fixed (hedged) position valuation, and compares the current portfolio to the budgeted targets and market risk. The Technical Consultant shall prepare a risk management plan and purchasing and hedging protocol and make purchasing and hedging recommendations to the Virginia Tech consistent with that protocol and plan, taking into account the obligation to provide steam and the ability to produce electricity. The Technical Consultant shall monitor both gas and electric markets and market risk of Virginia Tech.
- (b) The Technical Consultant shall develop in concert with the IEP and budgeting processes a procurement risk management program designed to ensure near term purchasing decisions are made in a structured manner that minimizes the risk of unfortunate outcomes and maximizes cost reduction and budget certainty. To accomplish this, the technical consultant shall work with Virginia Tech to establish a protocol-based purchasing strategy and the reporting necessary to monitor performance and value near-term risk exposure.

### B. Supplemental Services

During the contract term, the Technical Consultant may be provided a scope of specific supplemental services and requested to submit a proposal indicating the number of estimated hours by staffing position using the proposed fully loaded hourly rates. Proposals should include estimate of materials costs to be reimbursed. Please note: the Scope of Services under this agreement does not include professional design services by architects or engineers.

#### (a) Energy Services Procurement

The Technical Consultant shall draft, assist, advice, and help implement joint energy procurements for electricity (Including renewable energy) and natural gas to serve Virginia Tech. The procurements should be consistent with the risk management, purchasing, and hedging protocols developed under Section VII – A. above. Efforts may include, but shall not be limited, to:

- Collection and assembly of account consumption and billing data
- Review of load profiles and recommendations for procurement groupings
- Determination of market and tariff rates to beat

- Assist with the preparation of an RFP
- Support in review of supplier technical qualifications
- Development of bid evaluation models
- Technical Support during bid evaluation

(b) Additional Energy Management Projects

The Participating Entities are continually working to optimize the energy usage on the campus in an effort to reduce their carbon footprints. The Technical Consultant shall be expected to be capable of providing a broad range of energy management consulting experience that assists Virginia Tech with their carbon reduction efforts. The Technical Consultant may be requested to help identify energy saving and carbon management opportunities (including PJM, governmental, and utility based incentives, grants, etc.), prepare feasibility analyses, and prepare plans and specifications for feasible projects. Each project shall have a definitive scope.

(c) Staff for Supplemental Services

Rates for the following labor categories should be included with proposal:

- Principal / Director
- Project Manager
- Senior Market Analyst
- Analyst
- Administrative Support

C. Deliverables

The Technical Consultant Shall:

- (a) Develop the Fuel and Power commodity risk profile of Virginia Tech, that specifies the financial risk exposure to power and natural gas commodity prices resulting from market volatility;
- (b) Ratify the explicit fuel and power price boundaries that align with the explicit financial expectations of Virginia Tech in the aggregate;
- (c) Design a structured hedging plan and purchasing protocols to manage fuel and power price volatility to achieve the financial expectations and risk tolerances of Virginia Tech in the aggregate and propose amendments to such protocols as changes in market conditions dictate;
- (d) Provide ongoing fuel and electric hedging advisory and risk management support Virginia Tech, which shall include the following ongoing tasks:
  - i. Quantify the energy price risk of electricity and natural gas;
  - ii. Monitor the potential for correlated unfavorable energy price outcomes;
  - iii. Track hedged positions;
  - iv. Provide defensive and discretionary hedge recommendations;
  - v. Assist Virginia Tech with negotiation of financial hedging contracts and transactions with various parties; and

- vi. Monitor Virginia Tech's credit exposure under such financial hedging contracts or transactions.
- (e) Provide a weekly energy markets update that includes comprehensive hedging recommendations and strategies consistent with established risk tolerance and financial strategies related to budget constraints. This update shall include an analysis of the financial risk of natural gas, oil, and electricity price volatility.
- (f) Provide monthly briefings with representatives of Virginia Tech to report on market conditions, fundamental factors that shall affect prices and influence hedging strategies, and status of positions.
- (g) Provide Virginia Tech with password protected access to Technical Consultant's risk management system. Technical Consultant shall provide, in particular, access to a risk management system to measure and monitor risk exposure as a result of price volatility of fuels, including natural gas and natural gas basis, and power. The system shall be hosted and maintained by Technical Consultant, and Technical Consultant shall be responsible for its updates and maintenance, including updating price curves, volatility curves, and correlation matrices. Consultant's system, at a minimum, must be able to support capturing the following types of transactions:
  - (i) NYMEX Futures and OTC Swaps – Natural Gas
  - (ii) NYMEX and OTC Options on Futures – Natural Gas
  - (iii) OTC swaps – Natural gas basis, various locations
  - (iv) Physical forwards – natural gas, various locations
  - (v) Physical forwards – Peak and Off-Peak power, various locations
- (h) Consultant's system must be accessible via internet from any standard personal computer. The security structure must have secure login and password protection, along with activity logs. Consultant's system must analyze the impact of one or more proposed hedge transactions on the Participating Entities' position and risk. The system must also support monitoring of credit exposure with multiple counterparts, including both offsetting and non-offsetting trades.
  - (i) No less than annually review expected volumetric requirements for forward years, making any recommendations for changes in such expected requirements that are deemed necessary.

## VIII. PROPOSAL PREPARATION AND SUBMISSION:

### A. Specific Requirements

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

1. The Technical Consultant must demonstrate prior successful experience doing market price and risk evaluations and modeling of natural gas and power in PJM as well as with NYMEX and other trading platforms for natural gas and power futures. The Technical Consultant shall provide evaluation models (copies and electronic) used successfully for clients to monitor and manage supply assumptions. The Technical Consultant shall disclose the number of years that it has operated in the PJM or



eastern and mid-Atlantic natural gas markets. The Technical Consultant shall have no less than five years' experience.

2. The Technical Consultant must demonstrate that it has adequate professional staff and depth of experience to perform the Scope of Services during the term of the contract. The Technical Consultant shall identify the team that shall perform these services, including the names of each individual who shall be regularly responsible for performing services under this contract, each person's location, title, relevant professional experience (including a resume identifying the relevant professional, educational, and analytical experiences), and the specific relevant duties and role with respect to this RFP. Include the number of years of experience in energy markets or energy market analysis for each individual on the team. A minimum of three years of applicable experience in the power and natural gas markets, (i.e trader, risk manager, transactional analyst) is required for each proposed staff.
3. The Technical Consultant shall provide examples of daily and/or weekly reports of the natural gas and power market reports that would be provided to the Participating Entities. The report shall demonstrate the current capability to provide daily MtM and 5-day VaR calculations of positions. Methods of calculation should be briefly discussed. Provide a list of current clients for whom you currently provide this information
4. The Technical Consultant shall provide an example of a comprehensive monthly report that would be used at an Energy Management meeting. The prospective Technical Consultant may be required to conduct a presentation of the monthly report to the Selection Committee as part of the technical qualifications requirements.
5. The Technical Consultant shall describe with particularity at least 3 (total) natural gas and PJM energy procurements at retail and/or wholesale. The examples should have occurred since January 2017. The description shall include the nature of the client, the type of product being procured, the size of the load being served, the amount of energy purchased, length of procurement term, and the products. At least three references shall be included in the Technical submittal.
6. Participation of Small, Women-owned and Minority-owned Business (SWaM) Business:  
  
If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process shall 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 SBSBD website at <http://www.sbsd.virginia.gov/>
7. The return of the General Information Form and addenda, if any, signed and filled out as required.

## B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

- a. **One (1) electronic document** in WORD format or searchable PDF (*flash drive*) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS emailed to [procurement@vt.edu](mailto:procurement@vt.edu). Size not to exceed 25Mb.

**Reference the Due Date and Hour, and RFP Number in the subject line of the email. No confirmation receipt will be provided by Virginia Tech.**

Any proprietary information should be clearly marked in accordance with 2.d. below.

- b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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. 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.

IX. 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. Quality of products/services offered and suitability for the intended purposes	30
2. Qualifications and experiences of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	20
5. Participation of Small, Women-Owned and Minority (SWAM) Business	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 C for sample contract form.

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

X. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held on January 21st, 2021 at 1PM via Zoom Meeting. 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.

If offerors would like to attend the Zoom Meeting please email Levi Henry, [lhenry29@vt.edu](mailto:lhenry29@vt.edu) for an invitation.

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.

Any changes resulting from this conference will be issued in a written addendum to this solicitation.

XI. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3PM on January 28, 2021. Inquiries must be submitted to the procurement officer identified in this solicitation.

XII. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to [vtinvoices@vt.edu](mailto:vtinvoices@vt.edu) or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Accounts Payable  
North End Center, Suite 3300  
300 Turner Street NW  
Blacksburg, Virginia 24061

XIII. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XIV. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XVI. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XVII. TERMS AND CONDITIONS:

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

XVIII. CONTRACT ADMINISTRATION:

- A. Lynn Eichhorn, Director for Facilities Contracts, Sterrett Facilities, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XIX. ATTACHMENTS:

Attachment A - Terms and Conditions  
Attachment B - Zone Map for Cooperative Contracts  
Attachment C - Sample of Standard Contract Form

**ATTACHMENT A**  
**TERMS AND CONDITIONS**

**RFP GENERAL TERMS AND CONDITIONS**

See:

[http://procurement.vt.edu/content/dam/procurement\\_vt\\_edu/docs/terms/GTC\\_RFP\\_08012020.pdf](http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_08012020.pdf)

**ADDITIONAL TERMS AND CONDITIONS**

- A. ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
- B. AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- F. IDENTIFICATION OF PROPOSAL EMAIL:** Due to the COVID-19 emergency declaration, Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to [procurement@vt.edu](mailto:procurement@vt.edu) with the **RFP number, due date, and time in the subject line of the email**. No confirmation receipt will be provided. It is the responsibility of the offeror to make sure their proposal is delivered on time. Delivery Confirmation receipts from the offeror's own email system are highly recommended. **Attachments must be smaller than 25MB in order to be received by the University.**

The offeror takes the risk that if the email is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may **NOT** be hand delivered to the Procurement Office.

- G. NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.

- H. SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
- I. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: [http://www.ita.vt.edu/purchasing/VT\\_Cloud\\_Data\\_Protection\\_Addendum\\_final03102017.pdf](http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf)

## **SPECIAL TERMS AND CONDITIONS**

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

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

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

### **INSURANCE COVERAGES AND LIMITS REQUIRED:**

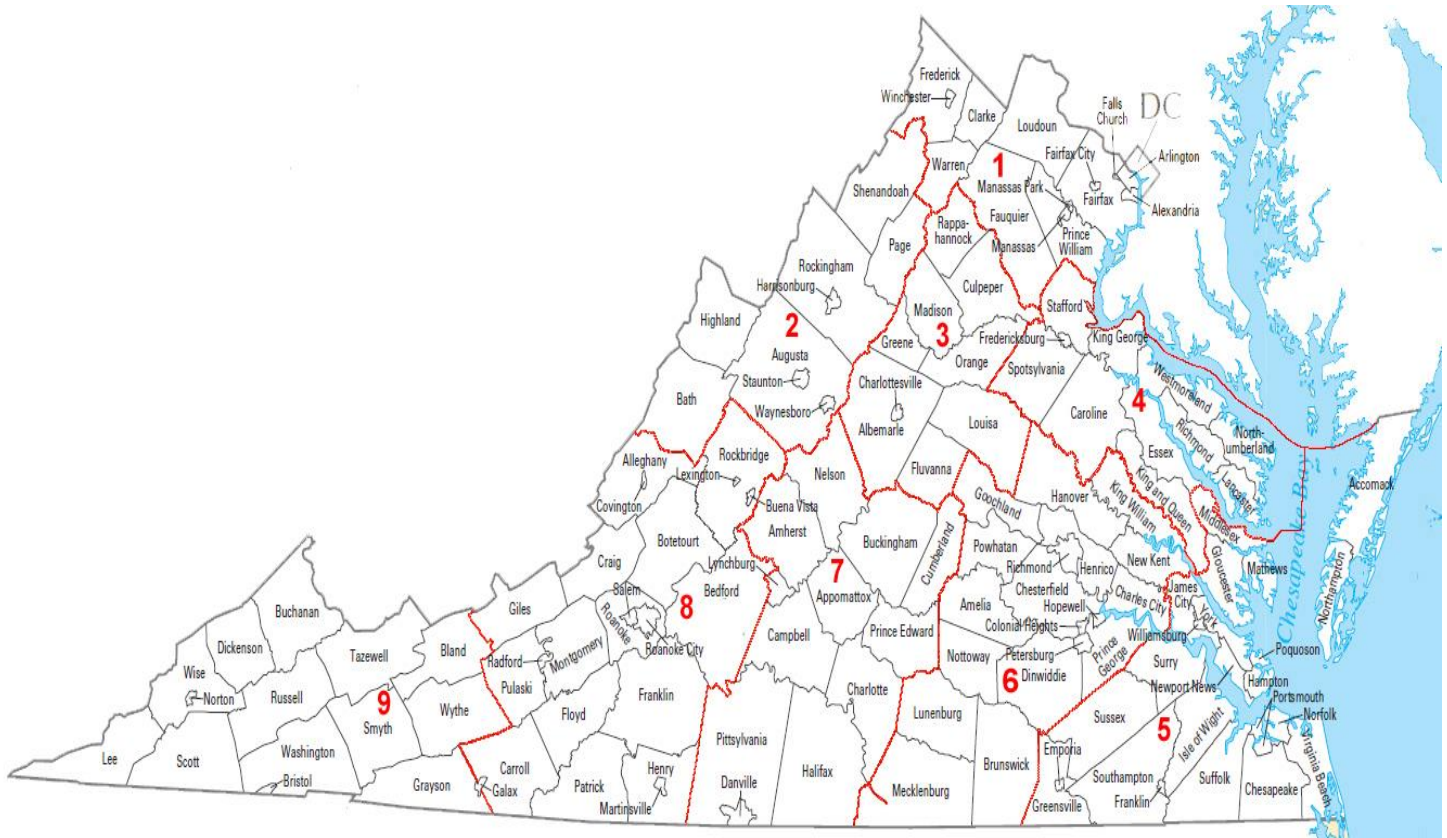
- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00
- E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
- F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

**SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.



# ATTACHMENT B

## Zone Map



### Virginia Association of State College & University Purchasing Professionals (VASCUPP)

#### List of member institutions by zones

**Zone 1**

**George Mason University  
(Fairfax)**

**Zone 2**

**James Madison University  
(Harrisonburg)**

**Zone 3**

**University of Virginia  
(Charlottesville)**

**Zone 4**

**University of Mary Washington  
(Fredericksburg)**

**Zone 5**

**College of William and Mary  
(Williamsburg)  
Old Dominion University (Norfolk)**

**Zone 6**

**Virginia Commonwealth University (Richmond)**

**Zone 7**

**Longwood University  
(Farmville)**

**Zone 8**

**Virginia Military Institute  
(Lexington)  
Virginia Tech (Blacksburg)  
Radford University (Radford)**

**Zone 9**

**University of Virginia - Wise  
(Wise)**

The zone map is provided for the offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone

ATTACHMENT C

# SAMPLE CONTRACT FORM

**Standard Contract form for reference only  
Offerors do not need to fill in this form**

COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract Number: \_\_\_\_\_

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

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

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

PERIOD OF CONTRACT: From \_\_\_\_\_ through \_\_\_\_\_.

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

CONTRACT DOCUMENT: The Contract Documents shall consist of this signed contract, Request For Proposal Number \_\_\_\_\_ dated \_\_\_\_\_, together with all written modifications thereof and the proposal submitted by the Contractor dated \_\_\_\_\_ and the Contractor's letter dated \_\_\_\_\_, all of which Contract Documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor:	Virginia Tech
By: _____	By: _____
Title: _____	Title: _____