



Procurement

300 Turner Street NW
North End Center, Ste 2100
Blacksburg, Virginia 24061
P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

June 25, 2024

Golden Malted
Kris Masciantonio
4101 William Richardson Dr
South Bend, IN 46628

Dear Kris,

Subject: Contract Renewal Letter

Virginia Tech Contract #: VTF-2124-2024
Commodity/Service: Waffle Program
Renewal Period: 11/1/24 - 10/31/25
Renewal #: (1 of 4) one-year renewal

In accordance with the renewal provision of the original contract, the university would like to renew the contract for an additional term. Please advise concerning your intention by signing in the appropriate space below. A signed copy of this letter should be received in Procurement by 7/31/24.

If allowed by the contract, price adjustments must be requested at the time of renewal in accordance with the contract documents. Price adjustments are not automatic or retroactive and are only implemented upon request by the vendor at the time of renewal.

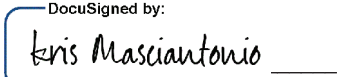
In addition, review the attached form which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,

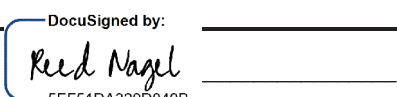
Chad Dalton
Procurement Contract Support Specialist
(540) 231-9129

Golden Malted **agrees** to renew the contract under the terms and conditions of the subject contract.

Authorized Signature:  Date: 6/25/2024
Name: Kris Masciantonio Title: Chief Merchandising Officer
(please print)

We currently participate in the Wells One Program: _____

We would like to participate in the Wells One Program: _____

Approved:  Associate Director for Goods and Services

Date: 6/25/2024

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTF-2124-2024

This contract entered into this 23 day of October 2023, by New Carbon Company, LLC doing business as Golden Malted, 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, agree as follows:

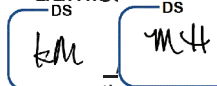
SCOPE OF CONTRACT: The Contractor shall provide the waffle program to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From November 1, 2023 through October 31, 2024 with the option for 4, one-year renewals.

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

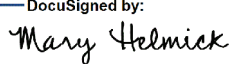
CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Invitation For Bid number 351512403 dated 9/18/2023, and the bid submitted by the Contractor dated 10/11/2023, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and

admissibility
DS DS

DS DS

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

Contractor
By:  _____
00877A16B4E3448...
Kris Masciantonio, President
Name and Title

Virginia
By:  _____
5943314F5CD3478...
Mary W. Helmick
Director of Procurement



Invitation for Bid 351512403

For

Term Contract

Virginia Tech Dining Services' Waffle Program

9/1/2023

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.

INVITATION FOR SEALED BID # 351512403

Virginia Tech Dining Services' Waffle Program

**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)
 PROCUREMENT DEPARTMENT (MC 0333)
 NORTH END CENTER, SUITE 2100, 300 TURNER STREET NW
 BLACKSBURG, VIRGINIA 24061**

DATE	BID DUE DATE AND HOUR	BID OPENING DATE AND HOUR
9/18/2023	10/11/2023, 3 PM	9/18/2023. 3PM

BIDDERS ADDRESS

ADDRESS ALL INQUIRIES AND
 CORRESPONDENCE TO:
Emma Ruby
 Contracting Officer
 E-MAIL ADDRESS: emmaru97@vt.edu
 TELEPHONE NUMBER (540) 231-9514
 FAX NUMBER (540) 231-9628
 AFTER HOUR MESSAGES (540) 231-6221

SPECIAL INSTRUCTIONS

1. **Sealed Bids**
Bids may NOT be hand delivered to the Procurement Office. All Bids must be submitted through the Jaggaer hosted procurement portal.
2. Responses must be submitted on this form and the attachment (s) provided.
3. Responses shall be signed below.
4. Contact the buyer listed above for bid award information.
5. **DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.**
6. 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.
7. **Bidders must be aware 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 SEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN INCLUDING THE GENERAL TERMS AND CONDITIONS SHOWN AT

https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_BID_02182022.pdf

THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

INCLUDE THIS PAGE WITH YOUR BID, SIGNATURE AT SUBMISSION IS REQUIRED

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Emma Ruby (emmaru97@vt.edu). All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3 PM on Monday, October 2nd. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

***Please note, proposal submission procedures have changed effective March 2023.**

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

Proposals must be submitted electronically at:

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

In compliance with this Invitation for Bid 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.

AUTHORIZED SIGNATURE: _____ Date: _____

03/28/2022

[INCLUDE THIS PAGE]

I. PURPOSE:

The intent and purpose of this Invitation For Sealed Bid is to establish a term contract with one or more qualified sources that can provide **a waffle program in Dining Services** for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia. The term of this contract is for 1 year (s), or as negotiated. There will be an option for 4, one-year renewals, or as negotiated.

Currently Virginia Tech Dining Services administers a contracted waffle program, the University's supplier provides waffle irons at no cost to the University. The University agrees to purchase waffle mix and other related products from the supplier at contracted pricing.

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. 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/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.

IV. 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 will 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 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.

V. SCOPE OF WORK/STATEMENT OF NEEDS/SPECIFICATIONS

- A. The Contractor shall provide waffle mix, waffle irons and accessories as described herein to Virginia Tech as needed during the contract period.
- B. Product Requirements: The waffle mix shall be a complete mix with water only required. No eggs, butter or oil shall be required. The waffle mix shall also be trans-fat free.

All products shall be the supplier's top-of-the-line. Products shall be properly labeled and dated with production dates. Any product that arrives damaged, incorrect, of unacceptable quality or not to specifications shall be returned to the Contractor for credit. Virginia Tech reserves the right to obtain a replacement product from another source. Any additional cost resulting from obtaining a replacement product from another source may be charged back to the Contractor.

- C. The Contractor shall supply commercial waffle irons for consumer-use in dining halls. The waffle irons shall be Teflon coated and have the Virginia Tech logo (depicted in attachment D) on the iron. The waffle irons shall have an auto start timer, electronic timer and thermostat, cool safety handles and be UL and NSF compliant. The Contractor shall also supply preventative maintenance service to the waffle irons. The waffles shall cook in 2-3 minutes. The prospective Contractor may elaborate on other sizes of waffle irons they could provide in their bid response.

The Contractor shall supply any equipment loan agreements at time of bid submission for review by Virginia Tech's Legal Counsel.

- D. The Contractor shall train Virginia Tech Dining Services' employees on the care of the waffle irons.
- E. Delivery Requirements: The Contractor shall provide delivery and service to the following locations: Dietrick Hall, Owens Hall, West End Market and Turner Place at Lavery Hall. Other units may be added as menus and operations change.

The Contractor shall provide deliveries on all holidays when Dining Services is open. Such delivery shall be made at no additional charge to Virginia Tech. The University will provide a list of such holidays at the time of contract award. The Contractor shall not require any "minimum ships." The Contractor shall provide separate invoices for each operational unit within the same delivery location.

- F. Samples: Contractor shall submit ingredient listing and nutritional information at time of bid for waffle program. A sample demonstration may be requested prior to award of the contract to evaluate the taste of the waffles as well as the ease of use of the waffle irons.

VI. METHOD OF PAYMENT:

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

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 Purchasing website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the person in Procurement Department identified in the IFB.

VII. INVOICES:

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

IX. 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.

X. 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 Bidder shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Bidder may

be cause for rejection of the bid; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid.

XI. TERMS AND CONDITIONS:

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

XII. CONTRACT ADMINISTRATION:

A. Christine Boling, Contract Administrator, Dining Services, 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.

XIII. ATTACHMENTS:

Attachment A – Terms and Conditions

Attachment B – Fiscal Year 2023 Waffle Program Usage

Attachment C – Virginia Tech Logo

ATTACHMENT A
TERMS AND CONDITIONS

RFP/BID GENERAL TERMS AND CONDITIONS

See:

https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_BID_02182022.pdf

ADDITIONAL TERMS AND CONDITIONS

1. **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.
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 EMAIL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to <https://procurement-vt.bonfirehub.com/>. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 1000MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
7. **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.
8. **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.

- 9. 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
- 10. 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.
- 11. BID AWARD OF CONTRACT:** Virginia Tech will make the award on a grand total basis to the lowest responsive and responsible bidder. The Virginia Tech Procurement 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. Virginia Tech reserves the right to award more than one contract as a result of this solicitation.
- 12. BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
- 13. CONTRACT PERIOD:** The contract shall be for a period of one (1) year.
- 14. CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded before the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check before re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. All criminal conviction checks will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees must self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If, any time during the term of the contract, Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.
- a. The University has an awarded contract with a service provider for criminal conviction screening and background checks. The University prefers this vendor be utilized by the Contractor to comply with the contractual obligations and University Policy 4060.
- b. If Contractor chooses to utilize a different firm than the university's preferred provider, the Contractor's selected service provider shall be pre-approved by the Virginia Tech Police department as an acceptable service provider for criminal conviction and background checks to ensure that firm's service levels meet the requirements of University Policy 4060.
- c. If a Contractor chooses to utilize a different firm than the university's preferred provider, a five-day hold will be required before placement of employees deemed by the Contractor to meet all of the requirements of the University including a clean background check. Contractor shall provide the University with the name, date of birth and the last four digits of the social security number of all individual(s) to be placed in a temporary position under this contract. The University reserves the right to conduct its own background check process during this hold period.

15. 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.

16. 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. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. 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 Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement 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 adjustments of the old contract prices.

“Across the Board” price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. 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.

- 17. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at Proposal/Bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- 18. 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.
- 19. LICENSE TO USE VIRGINIA TECH LICENSED INDICIA:** By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech’s Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university’s standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: <https://brand.vt.edu/licensing/licensees.html>*

ATTACHMENT B

Item Description	Pack Size	Usage Quantity
Waffle Mix Complete - "Just Add Water"	6-5lb. per case	385 cases
Gluten Free Waffle Mix Complete - "Just Add Water"	6-5lb. per case	105 cases
Pure Maple Waffle and Pancake Syrup	Gallon	51 Gallons
Premium Grid Conditioner	6-8 fl. Oz. per case	14 cases
Waffle Irons		32 across three dining halls

ATTACHMENT C

VT Logo for Waffle Iron





Invitation for Bid 351512403

For

Term Contract

Virginia Tech Dining Services' Waffle Program

9/1/2023

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.

INVITATION FOR SEALED BID # 351512403

Virginia Tech Dining Services' Waffle Program

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)
PROCUREMENT DEPARTMENT (MC 0333)
NORTH END CENTER, SUITE 2100, 300 TURNER STREET NW
BLACKSBURG, VIRGINIA 24061

DATE	BID DUE DATE AND HOUR	BID OPENING DATE AND HOUR
9/18/2023	10/11/2023, 3 PM	9/18/2023. 3PM

BIDDERS ADDRESS

New Carbon Company, LLC
 dba Golden Malted Waffles
 4101 William Richardson Drive
 South Bend, IN 46629

ADDRESS ALL INQUIRIES AND
 CORRESPONDENCE TO:
Emma Ruby
 Contracting Officer
 E-MAIL ADDRESS: emmaru97@vt.edu
 TELEPHONE NUMBER (540) 231-9514
 FAX NUMBER (540) 231-9628
 AFTER HOUR MESSAGES (540) 231-6221

SPECIAL INSTRUCTIONS

- Sealed Bids**
Bids may NOT be hand delivered to the Procurement Office. All Bids must be submitted through the Jaggaer hosted procurement portal.
- Responses must be submitted on this form and the attachment (s) provided.
- Responses shall be signed below.
- Contact the buyer listed above for bid award 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.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.
- Bidders must be aware 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 SEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN INCLUDING THE GENERAL TERMS AND CONDITIONS SHOWN AT

https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_BID_02182022.pdf

THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

INCLUDE THIS PAGE WITH YOUR BID, SIGNATURE AT SUBMISSION IS REQUIRED

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Emma Ruby (emmaru97@vt.edu). All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3 PM on Monday, October 2nd. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

***Please note, proposal submission procedures have changed effective March 2023.**

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

Proposals must be submitted electronically at:

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>


Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

In compliance with this Invitation for Bid 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.

AUTHORIZED SIGNATURE:  _____ Date: 10-7-2023

03/28/2022

[INCLUDE THIS PAGE]

I. PURPOSE:

The intent and purpose of this Invitation For Sealed Bid is to establish a term contract with one or more qualified sources that can provide a **waffle program in Dining Services** for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia. The term of this contract is for 1 year (s), or as negotiated. There will be an option for 4, one-year renewals, or as negotiated.

Currently Virginia Tech Dining Services administers a contracted waffle program, the University's supplier provides waffle irons at no cost to the University. The University agrees to purchase waffle mix and other related products from the supplier at contracted pricing.

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. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

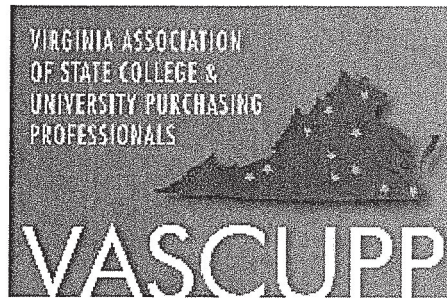
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods 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/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.

IV. 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 will 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 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.

V. SCOPE OF WORK/STATEMENT OF NEEDS/SPECIFICATIONS

- A. The Contractor shall provide waffle mix, waffle irons and accessories as described herein to Virginia Tech as needed during the contract period.
- B. Product Requirements: The waffle mix shall be a complete mix with water only required. No eggs, butter or oil shall be required. The waffle mix shall also be trans-fat free.

All products shall be the supplier's top-of-the-line. Products shall be properly labeled and dated with production dates. Any product that arrives damaged, incorrect, of unacceptable quality or not to specifications shall be returned to the Contractor for credit. Virginia Tech reserves the right to obtain a replacement product from another source. Any additional cost resulting from obtaining a replacement product from another source may be charged back to the Contractor.

- C. The Contractor shall supply commercial waffle irons for consumer-use in dining halls. The waffle irons shall be Teflon coated and have the Virginia Tech logo (depicted in attachment D) on the iron. The waffle irons shall have an auto start timer, electronic timer and thermostat, cool safety handles and be UL and NSF compliant. The Contractor shall also supply preventative maintenance service to the waffle irons. The waffles shall cook in 2-3 minutes. The prospective Contractor may elaborate on other sizes of waffle irons they could provide in their bid response.

The Contractor shall supply any equipment loan agreements at time of bid submission for review by Virginia Tech's Legal Counsel.

- D. The Contractor shall train Virginia Tech Dining Services' employees on the care of the waffle irons.
- E. Delivery Requirements: The Contractor shall provide delivery and service to the following locations: Dietrick Hall, Owens Hall, West End Market and Turner Place at Lavery Hall. Other units may be added as menus and operations change.

The Contractor shall provide deliveries on all holidays when Dining Services is open. Such delivery shall be made at no additional charge to Virginia Tech. The University will provide a list of such holidays at the time of contract award. The Contractor shall not require any "minimum ships." The Contractor shall provide separate invoices for each operational unit within the same delivery location.

- F. Samples: Contractor shall submit ingredient listing and nutritional information at time of bid for waffle program. A sample demonstration may be requested prior to award of the contract to evaluate the taste of the waffles as well as the ease of use of the waffle irons.

VI. METHOD OF PAYMENT:

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

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 Purchasing website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the person in Procurement Department identified in the IFB.

VII. INVOICES:

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

IX. 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.

X. 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 Bidder shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Bidder may

be cause for rejection of the bid; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid.

XI. TERMS AND CONDITIONS:

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

XII. CONTRACT ADMINISTRATION:

- A. Christine Boling, Contract Administrator, Dining Services, 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.

XIII. ATTACHMENTS:

Attachment A – Terms and Conditions

Attachment B – Fiscal Year 2023 Waffle Program Usage

Attachment C – Virginia Tech Logo

ATTACHMENT A

TERMS AND CONDITIONS

RFP/BID GENERAL TERMS AND CONDITIONS

See:

https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_BID_02182022.pdf

ADDITIONAL TERMS AND CONDITIONS

1. **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.
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 EMAIL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to <https://procurement-vt.bonfirehub.com/>. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 1000MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
7. **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.
8. **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.

- 9. 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%20Cloud%20Data%20Protection%20Addendum%20final03102017.pdf)
- 10. 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.
- 11. BID AWARD OF CONTRACT:** Virginia Tech will make the award on a grand total basis to the lowest responsive and responsible bidder. The Virginia Tech Procurement 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. Virginia Tech reserves the right to award more than one contract as a result of this solicitation.
- 12. BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
- 13. CONTRACT PERIOD:** The contract shall be for a period of one (1) year.
- 14. CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded before the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check before re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. All criminal conviction checks will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees must self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If, any time during the term of the contract, Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.
- a. The University has an awarded contract with a service provider for criminal conviction screening and background checks. The University prefers this vendor be utilized by the Contractor to comply with the contractual obligations and University Policy 4060.
 - b. If Contractor chooses to utilize a different firm than the university's preferred provider, the Contractor's selected service provider shall be pre-approved by the Virginia Tech Police department as an acceptable service provider for criminal conviction and background checks to ensure that firm's service levels meet the requirements of University Policy 4060.
 - c. If a Contractor chooses to utilize a different firm than the university's preferred provider, a five-day hold will be required before placement of employees deemed by the Contractor to meet all of the requirements of the University including a clean background check. Contractor shall provide the University with the name, date of birth and the last four digits of the social security number of all individual(s) to be placed in a temporary position under this contract. The University reserves the right to conduct its own background check process during this hold period.

15. 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.

16. 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. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. 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 Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement 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 adjustments of the old contract prices.

“Across the Board” price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. 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.

17. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at Proposal/Bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
18. **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.
19. **LICENSE TO USE VIRGINIA TECH LICENSED INDICIA:** By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech’s Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university’s standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: <https://brand.vt.edu/licensing/licensees.html>*

ATTACHMENT B

Item Description	Pack Size	Usage Quantity
Waffle Mix Complete - "Just Add Water"	6-5lb. per case	385 cases
Gluten Free Waffle Mix Complete - "Just Add Water"	6-5lb. per case	105 cases
Pure Maple Waffle and Pancake Syrup	Gallon	51 Gallons
Premium Grid Conditioner	6-8 fl. Oz. per case	14 cases
Waffle Irons		32 across three dining halls

ATTACHMENT C

VT Logo for Waffle Iron



Pricing Breakdown:

Response from New Carbon Company, LLC

[History](#) | [?](#)

Items

Product Line Items (5) **Service Line Items (0)**

Go To All Groups ▾

▼ Group P1 (1 - 5 of 5 items)								
#	Item Name, Description, Etc	Qty	UOM	Requested Delivery	Target Price (USD)	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P1.1	Waffle Mix Complete	385	Case	-		72.00	27,720.00	10/10/2023
Comment: -								
P1.2	Waffle Iron Conditioning Spray	30	Bottle	-		7.00	210.00	10/10/2023
Comment: -								
P1.3	Waffle Irons	32	Each	-		0.00	0.00	10/10/2023
Comment: Waffle irons and service provided at no cost with purchase of our waffle mix								
P1.4	Gluten Free Waffle Mix	105	Case	-		79.00	8,295.00	10/10/2023
Comment: -								
P1.5	Pure Maple Waffle and Pancake Syrup	51	Gallon	-		65.00	3,315.00	10/10/2023
Comment: -								
					Total Price (USD)		39,540.00	