

CONTRACT MODIFICATION AGREEMENT

Date: May 26th, 2023
Contract No.: VTS-1972-2023
Modification No.: 1
Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)
Contractor: Tidy's Service
Commodity: Rental of Portable Toilets

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

The Criminal Conviction Check Term and Condition within this contract is hereby replaced in its entirety and replaced with the following:

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.

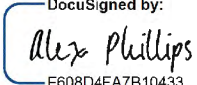
- a. The University has an awarded contract with a service provider for criminal conviction screening and background checks. The University prefers this vendor be utilized by the Contractor to comply with the contractual obligations and University Policy 4060.
- b. If Contractor chooses to utilize a 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.

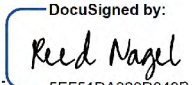
Except as provided herein, all terms and conditions of Contract Number VTS-1972-2023, as heretofore changed, remain unchanged and in full force and effect.

Contractor

By:  _____
DocuSigned by:
E608D4FA7B10433...
(Signature)
Alex Phillips President

Name and Title

Virginia Tech

By:  _____
DocuSigned by:
5EF51DA320D049B...
Reed Nagel
Associate Director of Procurement

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-1972-2023

This contract entered into this 9th day of May 2023 by TBC Associates II, LLC dba Tidy Services 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 Rental of Portable Toilets to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From July 1st 2023 through June 30th 2025. With the option for two (2) two-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, Request for Proposal (RFP) number 5671412311 dated March 27, 2023, together with Addendum Number 1 To RFP dated April 17, 2023, the proposal submitted by the Contractor dated March 28, 2023 and the negotiation summary, 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.

AP / RN
(Initials)

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

DocuSigned by:
Contractor By: Alex Phillips
E608D4FA7B10433...
(Signature)
Alex Phillips president
Name and Title

DocuSigned by:
Virginia Tech By: Reed Nagel
5EF51DA320D049B...
Reed Nagel
Associate Director for Goods and Service



Request for Proposal 5671412311

For

Rental of Portable Toilets

March 27, 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.

RFP # 5671412311, Rental of Portable Toilets

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

DUE DATE: Proposals will be received until April 27, 2023 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Angela Caldwell, Phone: (540) 231-1269 e-mail: acaldwell@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 2:00 PM on April 10, 2023. 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.sciquest.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 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.

AUTHORIZED SIGNATURE: _____ Date: _____

[INCLUDE THIS PAGE]

I. PURPOSE:

This Request for Proposal (RFP) seeks to solicit proposals to establish a contract through competitive negotiations for the Rental of Portable Toilets by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

During all home football games, Virginia Tech provides portable toilets for students and fans. The home schedule for the upcoming 2023 season consists of seven home games.

Virginia Tech anticipates the need for approximately (153) regular and (9) handicap toilets for the 2023 season.

In addition to the football season, Virginia Tech will occasionally require the use of portable toilets and/or event portable trailers at other events throughout the year to include the indoor track, track and field, cross country and practice fields, as well as other events across campus outside of athletics.

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.

For more information, please visit: <https://www.sbsd.virginia.gov/>

III. CONTRACT PERIOD:

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

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

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a 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: <https://eva.virginia.gov/>, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, 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.

VI. STATEMENT OF NEEDS/SCOPE OF WORK:

A. General:

The contractor shall provide portable toilets including set-up, maintenance, security and pick-up for all events as requested by Virginia Tech. The types of toilets required are listed in Section VIII., Price Schedule.

B. Contract Requirements for home football games:

1. All portable toilets shall be in place at the specified locations set-up, clean and ready for use at least twenty-four (24) hours prior to each home game or as coordinated by the Director of Outside Facilities, Casey Underwood at 540-231-6067. A portion of toilets, as determined by the Director of Outside Facilities, must be picked up after each home game. The remaining toilets may be left on premises provided the Contractor maintains and cleans them after each home game. Set-up locations will be provided by Virginia Tech Athletic Department at the time of delivery.
2. In the event a home football game is not played on a Saturday, the Contractor shall coordinate the timing for portable toilet set-up and removal with the Director of Outside Facilities.

C. Contractor Requirement for Other Events:

1. The Contractor shall coordinate the timing, set-up and removal with the Director, or their designee, of the department requesting services. Virginia Tech will provide at least five (5) day notice prior to the event as to the types and quantities of toilets needed. Department or area requesting services shall be billed for the services. Contractor is responsible for obtaining all contact information and for proper billing of services.
2. All toilets must be set-up and ready for use six (6) hours before the event.

VII. PRICE SCHEDULE: (TO BE COMPLETED BY PROPOSER):

| Item | Description | Estimated Number of Toilets | Unit Price per Game/Day per Toilet | Estimated Number of Game/Days per Toilet | Amount |
|------|-------------------------------|-----------------------------|------------------------------------|--|--------|
| 1 | Regular portable toilet | 153 X | \$ X | 7 | \$ |
| 2 | Handicap portable Toilet | 9 X | \$ X | 7 | \$ |
| | Grand total (item 1 + item 2) | | | | \$ |

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. Outline the plan to provide portable toilets as outlined in Section VI. Statement of Needs.
2. Price: Complete pricing schedule. Unit prices per day for portable toilets for other events shall be the same as for football events as shown in Section VII., Price Schedule. Please include daily pricing for event portable trailers (if needed) also in Section VII.
3. Provide three references for whom you have provided services. Identify any contracts with other VASCUPP schools.
4. 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 will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>
5. The return of the Submission Instruction page 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 of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Virginia Tech online submission portal. Refer to page 2 for instructions.

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 redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted 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.

IV. 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 | 20 |
| 2. Qualifications and experiences of Offeror in providing the goods/services | 15 |
| 3. Specific plans or methodology to be used to provide the Services | 15 |
| 4. Cost (or Price) | 40 |
| 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.

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

X. 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

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. TERMS AND CONDITIONS:

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

XVI. CONTRACT ADMINISTRATION:

- A. Cara Walters, Associate Athletics Director, Athletics Department, 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.

XVII. ATTACHMENTS:

Attachment A - Terms and Conditions

ATTACHMENT A
TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_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:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to the Virginia Tech online submission portal. 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 50MB 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. CONTRACT PERIOD:** The contract shall be for a period of two years; options for two (2), two-year renewal.
- 12. CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded prior to the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees have a duty to 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 at 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.
- 13. EXTRA CHARGES NOT ALLOWED:** The Proposal/Bid price shall be for complete installation ready for Virginia Tech use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- 14. INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- 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. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 18. SAFETY:** The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web

site at this URL http://www.ehss.vt.edu/programs/contractor_safety.php. A copy of the publication may also be obtained by contacting EHSS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

- 19. SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
- 20. TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.
- 21. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.

██████████

████████████████████

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ADDENDUM # 1 TO RFP # 5671412311

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 | DUE DATE AND HOUR |
|----------------|-----------------------|
| April 17, 2023 | April 27, 2023 at 3pm |

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Angela Caldwell, Buyer
 E-MAIL ADDRESS: acaldwell@vt.edu TELEPHONE NUMBER (540) 231-1269
 FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Rental of Portable Toilets

- It is understood that all proposal should be submitted directly to Virginia Tech via the procurement portal: <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Virginia Tech answer – Yes, please do not drop off a copy with Procurement or submit through eVA.
- Please clarify eVA's role in the proposal process and if eVA is still eligible for its transaction fees which can have a significant impact on the overall costs of services rendered?

Virginia Tech answer – The awarded firm will be required to register through eVA.
- Can the University provide a listing of previous non-football events requiring portable restroom services and the unit number/types per non-football event for the last year and/or pre-COVID full year?

Virginia Tech answer -Indoor Track Meets, Beamer Lawson Events, Softball Post Season, Baseball Post Season Events and Spring Commencement Ceremonies.
- Can the University provide the current rates contracted for portable restroom services?

Virginia Tech answer – The majority of Virginia Tech contracts are posted publicly on the procurement website. Pricing sheets are available with most of the current contracts.
- The RFP states on Page 3 that there are seven (7) home games in the 2023 season; however, only six (6) home games are listed on the posted schedule on Hokiesports.com. Can you please confirm the number of home games to use on the price schedule for submission?

Virginia Tech answer – The game schedule varies between six and seven games. Athletics does not have a preference on how you would like to list game number.
- Please elaborate on the specifics about the RV Dump Station on Virginia Tech's campus for RVs located on Oak Lane.

Virginia Tech answer -This location should no longer be listed in the RFP.
- Can the awarded contractor use the RV Dump Station to dispose of wastewater? If so, what is the cost of disposal if any?

Virginia Tech answer -The contractor can no longer use the dump station for disposal of wastewater.

8. Is there a required disposal facility that the awarded contractor must utilize when disposing Virginia Tech's wastewater? If so, what is the name and location of this facility included contracted disposal fees?

Virginia Tech answer -There is not a required facility to Athletics knowledge.

9. For Thursday's game on October 26th, would we be able to deliver toilets on Wednesday and pick up Friday?

Virginia Tech answer – Yes.

10. Are we only allowed on campus certain hours of the day to deliver toilets or are there any restrictions or limitations to hours of operation?

Virginia Tech answer -We generally do not have certain hours for delivery. Event schedule drives the special hours when necessary.

11. Does Virginia Tech have a water source on site that would be available for the awarded contractor to use to fill the toilets?

Virginia Tech answer -Virginia Tech will not provide an on-site water source.

12. Would the portable toilets need any handwash stations or hand sanitizer stations for the games?

Virginia Tech answer -We would prefer sanitizing stations is all units. Handwash stations are only requested for special event purposes.

13. How many toilets will be allowed to be left on the premises after each game?

Virginia Tech answer -Approximately 130.

14. With the toilets left on campus, would we need to service them twice; before and after each home game?

Virginia Tech answer -Immediately following the game and a pregame check would be preferred. All units would need to be secured following the initial service.

15. On page 4 under Statement of needs/scope of work it states, "The contractor shall provide portable toilets including set-up, maintenance, security and pick-up for all events as requested by Virginia Tech." It states we would need to provide "security". Could we get clarification on the security aspect of this statement?

Virginia Tech answer – We would need to secure all units doors following event servicing. We would also need supplemental service for units that are tipped or blown down in high wind events.

16. Are there any chemicals that we would use in our Biocide (blue liquid), that would not be allowed by Virginia Tech for onsite disposal or via a contracted disposal arrangement?

Virginia Tech answer -Not to Athletics knowledge.

17. In the RFP on page 13, it shows a sidewalk policy and how the contractor will be responsible for any damages even if we were permitted to do so. Would there be any spots for toilets that might be in this position that we would have to take this risk? (A fully loaded truck could weigh close to 26,000 pounds.)

Virginia Tech answer – This can be discussed through negotiations.

18. All other terms, conditions and descriptions remain the same.

19. The due date and hour remains April 27, 2023 at 3 pm.

I acknowledge that I have read and understand this addendum in its entirety.

Signature

Date

Revised 10/19/21

[Redacted]

[Redacted]

[Redacted]

[Redacted]



Request for Proposal #5671412311

Rental of Portable Toilets





Request for Proposal #5671412311 Rental of Portable Toilets

TBC Associates II LC dba: Tidy Services

2011 Cook Drive

Salem, VA 24153

A. Specific Requirements

1. Tidy Services has over 3,000 portable toilets, a fleet of 40 vehicles, and 22 restroom trailers to meet the needs of Virginia Tech. Many restrooms are orange and marron to match the Virginia Tech color scheme. The Tidy Services shop is located 12 miles from Lane Stadium for a timely response to all needs. We have years of experience providing clean restrooms before home games at Virginia Tech. All units are set up as directed and unlocked and double checked 6 hour or more before events. Removals and changes are handled with excellent communications and coordination with VT staff. All toilets requiring removal are removed after game or early the following morning. All toilets that can stay on site are cleaned and locked following games.
2. Price:
 - Regular portable toilets 153 x \$40 x 7 games = \$42,840.00
 - Handicap portable toilets 9 x \$65 x 7 games = \$4,095.00
 - **TOTAL** **\$46,935.00**
3. References:
 - VT Athletics – Casey Underwood [REDACTED]
 - Roanoke County Parks & Rec – [REDACTED]
 - Hokie Half Marathon – [REDACTED]
 - Tidy Services works for Radford University but have no set contract, only eVA PO's.
4. SWAM Participation. TBC Associates II LC dba: Tidy Services is a proud member of SWAM. The current SWAM number is [REDACTED]
5. Signed:

Alexander Phillips, President

Tidy Services

ADDENDUM # 1 TO RFP # 5671412311

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 | DUE DATE AND HOUR |
|----------------|-----------------------|
| April 17, 2023 | April 27, 2023 at 3pm |

| |
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| ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Angela Caldwell, Buyer E-MAIL ADDRESS: acaldwell@vt.edu TELEPHONE NUMBER (540) 231-1269 FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221 |
|---|

Rental of Portable Toilets

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Virginia Tech answer – Yes, please do not drop off a copy with Procurement or submit through eVA
- Please clarify eVA's role in the proposal process and if eVA is still eligible for its transaction fees which can have a significant impact on the overall costs of services rendered?

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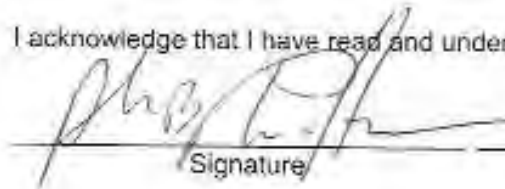
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Virginia Tech answer - This can be discussed through negotiations.

18. All other terms, conditions and descriptions remain the same.

19. The due date and hour remains April 27, 2023 at 3 pm.

I acknowledge that I have read and understand this addendum in its entirety.


Signature

4/19/2023
Date

**TIDY SERVICES
COOK COMMERCE CENTER
2011 COOK DR.
SALEM, VA 24153**

Revised 10/19/21

RFP # 5671412311, Rental of Portable Toilets

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

DUE DATE: Proposals will be received until April 27, 2023 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Angela Caldwell, Phone: (540) 231-1269 e-mail: acaldwell@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 2:00 PM on April 10, 2023. 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 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.

AUTHORIZED SIGNATURE:

 Date: 3/23/2023
[INCLUDE THIS PAGE]

**TIDY SERVICES
COOK COMMERCE CENTER
2011 COOK DR.
SALEM, VA 24153**

C. Contractor Requirement for Other Events:

1. The Contractor shall coordinate the timing, set-up and removal with the Director, or their designee, of the department requesting services. Virginia Tech will provide at least five (5) day notice prior to the event as to the types and quantities of toilets needed. Department or area requesting services shall be billed for the services. Contractor is responsible for obtaining all contact information and for proper billing of services.
2. All toilets must be set-up and ready for use six (6) hours before the event.

VII. PRICE SCHEDULE: (TO BE COMPLETED BY PROPOSER):

| Item | Description | Estimated Number of Toilets | Unit Price per Game/Day per Toilet | Estimated Number of Game/Days per Toilet | Amount |
|------|-------------------------------|-----------------------------|------------------------------------|--|-----------|
| 1 | Regular portable toilet | 153 X | \$ 40 X | 7 | \$ 42,840 |
| 2 | Handicap portable Toilet | 9 X | \$ 65 X | 7 | \$ 4,095 |
| | Grand total (Item 1 + Item 2) | | | | \$ 46,935 |

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. Outline the plan to provide portable toilets as outlined in Section VI. Statement of Needs.
2. Price: Complete pricing schedule. Unit prices per day for portable toilets for other events shall be the same as for football events as shown in Section VII., Price Schedule. Please include daily pricing for event portable trailers (if needed) also in Section VII.
3. Provide three references for whom you have provided services. Identify any contracts with other VASCUPP schools.
4. 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 will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>
5. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

TIDY SERVICES
COOK COMMERCE CENTER
2011 COOK DR.
SALEM, VA 24153

Negotiation Questions for Tidy 5-8-2023

1. As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal. Ok to post everything
2. What is your best and final offer? Yes
3. Does Tidy agree to provide monthly invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later? Yes
4. Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity? Yes
5. Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees? Yes
6. Do you agree that the initial contract period shall be two years? Yes [REDACTED]
7. Upon completion of the initial contract period, does Tidy Services agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for two (2) two-year periods, under the terms of the current contract? Yes
8. If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less? Yes
9. If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal year? Yes
10. Please identify the highest-level executive in your organization that is aware of this solicitation. Describe that person's commitment to assuring the highest quality service to Virginia Tech if your organization is awarded a contract. Alex Phillips, President, we communicate directly with VT Athletics and ensure successful service.
11. Please describe your quickest turn-around time if emergency services are needed. VT will have priority in an emergency situation and we will provide services as soon as possible, most of the time within an hour or two.
12. Will you be able to handle increased volumes of business and/or provide service to additional departments during the course of the contract? Yes
13. If awarded a contract, will you agree to work with each user department before you begin to provide service so that issues such as pick-up/delivery times and days and service requirements may be addressed? Yes

14. How soon after contract award can you begin providing services? Tidy is the current provider for VT and there will be not delay in continuing services.
15. Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company? Yes
16. Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees? Yes
17. Are you willing to rescind your Standard Terms and Conditions of Sale? Yes
18. Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 5671412312 shall govern the contract if a contract is awarded to your company? Yes
19. For purposes of interacting with HokieMart, please identify the person (name, phone number, email address, etc.) in your company that will serve as liaison for a) e-commerce, b) accounts receivable, c) emergency orders.
- Allen Crawford – Billing Specialist - INVOICES@TidyInc.com - [REDACTED]
 - Emergency after hours orders we be forwarded to the supervisor on duty from [REDACTED]
 - Alex Phillips, president, person cell phone is [REDACTED]