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COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-2945-2026

This contract entered into this 24th day of July 2025 by JWM Enterprises, LLC 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 excavation services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From July 31, 2025 through July 30, 2026, with the option of four (4) one-year renewals.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 306852502 dated March 12, 2025, together with Addendum Number 1 To RFP dated March 21, 2025 , Addendum Number 2 To RFP dated April 14, 2025, the proposal submitted by the Contractor dated April 24, 2025 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.

Initial JM / DS RN

(Initials)

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

Contractor
By: Signed by: Justin McClellan E058CDB8F089497...
(Signature)
Justin McClellan
Justin McClellan
Name and Title

Virginia Tech
By: DocuSigned by: Reed Nagel 5EF51DA320D049B...

Reed Nagel
Assistant Vice President and
Director of Procurement

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REQUEST FOR PROPOSAL

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Request for Proposal #306852502

For

Excavation Services

3/12/2025

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 #306852502, Excavation Services

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

DUE DATE: Proposals will be received until **April 12, 2025 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 Ted Alt, Phone: (540) 231- 0485 e-mail: Thealt13@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on March 26, 2025. 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]

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I. PURPOSE:

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

Virginia Tech is seeking excavation services for projects located at the Blacksburg, Virginia main campus. Projects may range in size and scope depending on the nature of the project. Excavation services may include, but not limited to, earthwork such as site preparation, excavation and grading for parking lots, buildings and other structures, ditch work for site utilities, or demolition and hauling of debris (including concrete and asphalt).

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 1 year, or as negotiated. There will be an option for four (4) one-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:

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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:

The Contractor shall provide Excavating Services when requested by Virginia Tech and as specified herein. All below sections shall be subject to Virginia Tech PM approval.

A. WORK INCLUDED: The Contractor shall provide all labor, tools, equipment, and all incidentals required and/or implied for the complete and satisfactory performance of all types of site excavating services on an as needed basis by Virginia Tech. This work shall include, but not be limited to, site preparation, excavation and grading for parking lots, buildings and other structures, ditch work for site utilities, demolition and hauling of debris, site grading, back fill and/or delivery, transportation placement of soil, stone, and proper compaction of materials, or other site work to be performed by specified personnel and equipment on an hourly or other unit of measure rate basis as requested and agreed by Owner and required by design. When performing trenching activities, a trench box may be required, as agreed to by the Virginia Tech Project Manager and the Contractor.

B. QUALITY OF WORKMANSHIP: All work shall be quality work performed in a professional manner in accordance with the standards of the industry, and to the complete satisfaction of Virginia Tech. The Contractor shall be responsible for quality control measures to ensure that all work performance is professional, high quality and as efficient as possible. Except as directed otherwise by Virginia Tech, the Contractor shall advise and/or select the best equipment ratios, types of equipment and arrangement of work sequences to suit each project.

C. PERSONNEL QUALIFICATIONS: All personnel used by the Contractor for the performance of this work shall be properly trained and qualified for work of this type and shall have the minimum ability and experience for his classification as defined below. Virginia Tech reserves the right to refuse to accept services from any personnel deemed by Virginia Tech to be unqualified, disorderly, or otherwise unable to perform assigned work. The Contractor shall provide and keep up to date a list of all personnel performing work under this contract with classification(s) denoted, as well as written evidence of the personnel's qualifications for those classifications.

1. **Project Manager**: Contractor shall provide without charge to Virginia Tech, an experienced Project Manager, with the ability to manage and supervise complex campus projects and Contractor personnel. Must have thorough knowledge of the equipment, practices and standards of all types of site work. Must have supervisory experience, be proficient in reading and interpreting complex blueprints and specifications, and be able to accurately lay out and direct site work. Shall perform project management duties as required by Virginia Tech, to include interaction and coordination with other craft supervisors and Contractors, assistance with material estimating and specifications, Virginia Tech personnel, and architects, assistance with scheduling, and maintenance of associated paperwork, reports, records, and as-built drawings. Contractor shall provide transportation to and from Virginia Tech and work site.

2. **Working Foreman**: Shall be fully trained and experienced in the knowledge of the equipment, practices and standards of all types of site work. Must have supervisory experience, be proficient in reading and interpreting complex blueprints and specifications, and be able to accurately lay out and direct site work. Shall perform project management duties as required by Virginia Tech, to include interaction and coordination with other craft supervisors and Contractors, assistance with material estimating and specifications, liaison with Virginia Tech Facilities, Virginia Tech personnel, and architects, assistance with scheduling, and maintenance of associated paperwork, reports, records, and as-built drawings. Shall have all of the hand tools, safety equipment, and other incidentals necessary for the performance of the work. Shall demonstrate adequate team leadership experience and abilities in laying out work, assisting tasks, ordering materials, and overseeing projects to completion. Contractor shall provide transportation to and from Virginia Tech and work site.

3. **Transitman:** Shall be skilled in the operation of a transit, and be able to independently perform transit work. Shall be able to read complex blueprints and specifications and accurately lay out and direct work. Shall be equipped with a transit and associated equipment and tools, safety equipment, and other incidentals necessary for the satisfactory performance of the work. Contractor shall provide transportation to and from Virginia Tech and work site.

4. **Skilled Personnel:** Includes equipment operators and truck drivers. Shall be able to independently perform assigned site work tasks within qualifications, and be able to coordinate work with other operators, superintendent, and Virginia Tech personnel. While carrying out assigned duties, will also be required to supervise one or more laborers and/or other personnel and direct associated site work tasks or small projects.

   a. **Equipment Operator:** Shall be skilled in the operation of the equipment to which he is assigned so as to produce quality and satisfactory work. Must have knowledge of the standard practices of site work, and be able to independently perform assigned site work tasks upon adequate direction from Virginia Tech or Site Superintendent. Equipment operators may be required to operate more than one piece of equipment, and are expected to perform other duties as required when equipment is idle. Shall have all of the hand tools, safety equipment, and other incidentals necessary for the

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performance of the work. Contractor shall provide transportation to and from Virginia Tech and work site.

b. **Truck Driver:** shall be skilled and properly licensed in all aspects of the operation of dump trucks and road tractors with low boys, so as to produce quality and satisfactory work. Will be expected to perform other duties as required when equipment is idle. Shall have all of the hand tools, safety equipment, and other incidentals necessary for the performance of the work. Contractor shall provide transportation to and from Virginia Tech and work site.

5. **Laborer:** Shall be able to perform routine labor tasks associated with site work, landscape maintenance, site debris removal, site snow removal under the supervision of a superintendent, foreman, skilled personnel, or blaster. Shall be able to use all common power tools and hand tools in the performance of site work tasks. Shall be equipped with all hand tools, safety equipment, and other incidentals necessary for the performance of the work. Shall also be equipped with all power tools and associated parts and accessories as necessary for the performance of assigned work, including but not limited to, skill saws and blades, hammer drills, hammer drill motors and bits. Contractor shall provide transportation to and from Virginia Tech and work site.

6. **Blaster:** Shall be skilled and experienced in all aspects of blasting work, and be able to independently perform blasting work from blueprints and specifications, or other instruction. Shall be a certified blaster in accordance with the most current edition of the Virginia Statewide Fire Prevention Code. Will be required to coordinate work with other personnel and may be required to supervise one or more laborers or other personnel in the performance of associated work. Shall be equipped with all necessary blasting equipment and tools, safety equipment, and other incidentals necessary for the satisfactory performance of blasting work. Blasting caps and dynamite will be paid for separately by Virginia Tech, see Section E, Blasting. Contractor shall provide transportation to and from Virginia Tech and work site.

D. EQUIPMENT SPECIFICATIONS: Equipment shall meet the minimum specifications as defined below, and shall be maintained in first-rate operating condition so as to produce a satisfactory quality of work. The Contractor shall provide all fuel, oil, consumables, common equipment attachments, and maintenance servicing as necessary with each piece of equipment.

1. **Large Track Loader,** equipped with approximately a 2.5 CY bucket or higher.

2. **Small Track Loader,** equipped with approximately a 1.5 CY bucket.

3. **Rubber-Tire Loader,** equipped with approximately a 2.5 CY bucket or lower.

4. **Track Backhoe,** capable of approximately 21' digging depth, equipped with 24", 36", and 48" buckets.

5. **Rubber-Tire Backhoe,** capable of approximately 14'-6" digging depth, equipped with 12", 18", 24" and 36" buckets.

6. **Four Wheel Drive Rubber-Tire Backhoe,** with extender, capable of approximately 17' digging depth, equipped with 12", 18", 24" and 36" buckets.

7. **Track Dozer,** equipped with approximately a 10' straight blade.

8. **Ditch-Witch,** with 8" to 10" chain digging width, with approximately a 4.5 ft. digging depth or equal.

9. **Ditch-Witch**, with Chain Teeth.

10. **Road Tractor,** with low boy, capable of hauling up to 30 tons.

11. **Tandem-Axle Dump Truck,** with a specified gross weight of approximately 52,000 pounds.

12. **Single-Axle Dump Truck,** with capacity of approximately 5 tons, equipped with 11' snow blade when requested.

13. **Dump Trailer,** approximately 22 ton capacity.

14. **Motorgrader,** with approximately a 12' standard blade length.

15. **Soil Compactor,** smooth drum vibratory, self-propelled, approximately 155 HP, with approximately 84" drum width and 60" drum height.

16. **Farm Tractor,** approximately 30 HP, equipped with yard rake when requested.

17. **Sheepsfoot Roller,** dual-drum, with a minimum width of approximately eight feet.

18. **Air Compressor,** gas or diesel powered, at least 175 CFM, equipped with a pavement breaker, rock drill, or rock splitter, as requested.

19. **Generator,** approximately 2500 Watt.

20. **Vibratory Tamper,** gas powered, at least 3 HP, with a compacting surface of at least 115 square inches.

21. **Concrete Saw,** gas powered portable hand-held concrete saw, at least 12" blade size, including blades suitable for job.

22. **Chain Saw,** gas powered chain saw, at least 20" bar size.

23. **Vibrator,** Plat Compactor, 3 HP motor, 16" wide x 24" long plate, with water attachment if needed.

24. **Trench Box,** approved protective shoring device for deep trench excavating, approximately 4' wide x 8' deep x 20' long.

25. **Pipe Laser,** suitable for accurately laying sewer pipe and other site work as needed.

E. BLASTING: The Contractor shall provide blasting work as required by Virginia Tech. All blasting work, including the possession, storage, sale, transportation and use of explosives and blasting agents, shall be in strict compliance with the most current edition of the Virginia Statewide Fire Prevention Code (VSFPC). The following shall also apply:

1. Prior to beginning any work, the Contractor shall provide an SOP detailing the blasting plan. The Contractor shall also be licensed through the Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”).

2. The Contractor shall notify the Virginia Tech Police Department, Phone: (540) 231-6411, at least five (5) working days prior to any blasting activities in order to obtain a blasting permit. The Contractor shall not proceed with blasting activities without the blasting permit, or other written permission from Virginia Tech.

3. Not more than the current day's requirement of blasting materials shall be permitted at the work site or on the Virginia Tech campus or property.

4. Blasting records shall be retained by the Contractor as required by the VSFPC, a copy of which shall also be submitted to Virginia Tech at the completion of each blasting project. The Contractor is responsible for obtaining the blasting permit for each project as required thru the State Fire Marshall's Office.

5. The certificate holder must be present and onsite during any blasting activities.

F. CORE DRILLING: The Contractor shall provide 3-1/2" to 6-1/2" core drilling in stone, concrete, masonry, and other similar materials, to a depth of up to 24". Core drilling shall be performed on a unit price basis for each hole size, per inch of depth. The unit price for core drilling shall include all labor, equipment and expendables, including drill bits.

G. SCHEDULING: Scheduling of work will normally be as follows:

1. For normal work, including small projects, the Contractor shall provide equipment and personnel as requested by Virginia Tech on an as needed basis upon a 48-hour notice.

2. For large, scheduled projects, Virginia Tech will notify the Contractor at least two weeks ahead of time, and will give appropriate personnel and equipment requirements, with specific requirements to be determined as the job progresses.

3. In case of emergencies, the Contractor shall provide equipment and personnel as requested by Virginia Tech upon a 2-hour notice.

H. NORMAL WORKLOAD: Projects may range in size, scope, and schedule. The Contractor shall provide the equipment and personnel necessary to perform requested work throughout the contract period.

I. OTHER REQUIREMENTS:

1. **Parking Permits and Regulations for Contractors:** Contractors have the following options for parking permits that must be obtain thru VT parking services.

   a. **Contractor Construction (CC)**: The VT Project Manager will coordinate with the contractor & Parking Services for the number of permits authorized to park on campus near the project. Parking Privileges will be centralized to the project/job site and will allow parking in lots/spaces designated as FS (faculty/staff) & C/G (Commuter/Graduate). This permit does not allow parking in service vehicles, metered or timed spaces on campus. No parking will be permitted on any roadway, sidewalk or turf. Permits will be issued directly to Virginia Tech Facilities. No overnight parking on campus is permitted.

      Permit Options are:
      - Annual Permit
      - Semi Annual and Monthly options are available on a case-by-case basis

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b. **Service Contractor (SC)**: SC vehicles can use loading docks, Faculty/Staff and Service vehicle parking spaces as the primary places for deliveries. Parking at loading docks should not exceed thirty (30) minutes, at a time. SC vehicles that need temporary access to land-locked buildings can drive on designated sidewalks and park in designated pull-off areas. While designated sidewalks may be used to access land locked buildings, no parking is permitted on any roadway, sidewalk or turf. No overnight parking on campus is permitted.

   Permit Options are:
   - Annual
   - Semi Annual
   - Monthly
   - Daily

c. **Contractor Remote (CR)**: Contractor Remote permits will ONLY be valid in the designated Remote area, located in the Chicken Hill Parking Lot on campus. This permit is not valid in any other permitted area on campus. The use of daily parking using park mobile will not change or upgrade parking privileges. Contractors cannot purchase visitor parking permits and violators will be cited for unauthorized use.

   Blacksburg Transit will start running in the Chicken Hill Lot at 6:30AM and run every 15 minutes, to get people to their job sites.

   Permit Options are:
   - Annual
   - Daily

   Projects in Land Locked areas will be evaluated on a case-by-case basis to determine parking areas.

d. Pricing for each permit and permit options are available for purchase thru parking services at parking@vt.edu
   540-231-3200
   505 Beamer Way
   Blacksburg VA 24061

2. **Sidewalk Policy:** Subject to Virginia Tech PM approval and appropriate permitting from Virginia Tech Parking Services, contractors may park vehicles on sidewalks when necessary. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines, and towing if necessary.

3. **Time Paid** for hourly rate personnel and equipment (used during project use) shall start upon arrival and sign-in at Virginia Tech and end upon sign-out and shall not including travel time, lunch breaks, or other breaks. Time shall be rounded to the nearest 1/2 hour.

4. **Minimum Two Hour Labor Charges** shall be allowed only for work performed completely outside of Normal Work Schedule as defined below. The Minimum Two Hour Labor Charge shall apply for all combined work performed for Virginia Tech, not for each individual project.

5. **Utilities:** Virginia Tech will provide water and electricity as necessary for the performance of this work. The Contractor shall supply all connections to utilities, such as hoses, cords, etc.

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6. **Asbestos:** The Contractor may be contracted by Virginia Tech to perform work in areas where asbestos-containing materials (ACM) may be located. The Contractor will be informed by the Virginia Tech project coordinator/manager of the location of suspected and/or known ACM in the work area(s) to which the Contractor is assigned. The Contractor shall under no circumstances damage or disturb suspected and/or known ACM's unless the Contractor has been specifically retained to perform this work as a part of the contract and the Contractor holds a valid Virginia Asbestos Contractor License. In some cases while performing work in the vicinity of abandoned steam tunnels, the Contractor may uncover or encounter hazardous materials, such as piping insulation or other ACM materials. If suspicious material is uncovered, the Contractor must notify the Virginia Tech Project Manager immediately to have L&A testing completed and discuss the path forward for removal. The Contractor shall provide his/her employees with asbestos awareness and other training or activities required by 29 CFR 1926.1101 for the safe performance of their work. Prior to commencement of work, the Contractor shall submit to Virginia Tech Environmental, Health, and Safety, for review and approval, his written work practices, precautions, procedures, and engineering controls to be used during work that may disturb ACM. Work shall not proceed until the proposed work practices have been approved by Virginia Tech Project Manager.

   No asbestos containing materials, including floor materials or flooring adhesives, roofing materials or roof mastics, are permitted for new installations.

7. **Lead:** The Contractor is contracted by Virginia Tech to perform work in areas where lead-containing materials such as lead-based paint may be located or uncovered during work activities. Work performed under this contract may impact these lead materials (for example, during building renovations), but does not include lead abatement or de-leading operations. The Contractor will be informed by Virginia Tech project coordinator/manager of the location of suspect and known lead containing materials in the work area(s) to which the Contractor is assigned. The Contractor shall provide all employees on site with training and equipment required by 29 CFR 1926.62 for the safe performance of the work. The Contractor may not perform de-leading or lead abatement unless the Contractor holds a valid Virginia Lead Contractor License and has been specifically retained to perform this work as a part of the contract. Prior to commencement of this work the Contractor shall submit to the Virginia Tech Project Manager, for review and approval, all his written work practices, precautions, procedures, and engineering controls to be used during work that may disturb Lead Containing Materials. Work shall not proceed until the proposed work practices have been approved by Virginia Tech Project Manager.

   No lead containing products shall be permitted for new installations.

8. **Uniforms:** All employees of the Contractor and Subcontractor shall wear uniforms or other appropriate Owner approved attire/badges at all times to designate their affiliation with the Contractor.

9. **Duty to Protect Property:** The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work. The Contractor shall make good any such damage, injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by the Owner.

10. **Safety Precautions:** The Contractor shall comply with the rules and regulations of OSHA and the Department of Labor. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance or operation. The Contractor

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shall erect and properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workers and the public and shall post danger warnings against any hazards created by the construction operations. The Contractor shall designate a responsible member of his organization on the work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with the Owner in writing with copy to Virginia Tech Police, this person shall be the Superintendent of the Contractor.

11. **Existing Utilities:** Verify with owner's Representative that the location of existing underground utilities in the area of work has been performed. If utilities are to remain in place, the Contractor shall provide adequate means of protection during earthwork operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult Owner immediately for directions. Cooperate with the Owner and utility companies in keeping respectable services and facilities in operation.
Contractor shall be responsible for contacting Miss Utilities of Virginia (800-552-7001).

12. **Submission of List:** As soon as possible, after notice of Work Order and in any event not later than three days prior to the time fixed in the Work Order, the Contractor will submit in writing to the Owner a list of the names of Subcontractors the Contractor shall employ on the work. The list is to include all emergency contract phone/pager/cellphone numbers of Contractor and Subcontractor. The list of Subcontractors is for the purpose of establishing what trades and portions of the work are to be performed under the Work Order.

13. **Key Control:**

    a. No person shall knowingly possess an unauthorized key to property owned by Virginia Tech. Virginia Tech Facilities' Key Control Office is the only authorized vendor for University key requests.

    b. All keys remain the property of Virginia Tech. Keys which are no longer needed must be returned to the Key Control Office.

    c. Stolen or lost keys must be reported immediately to the Virginia Tech Police Department & Key Control Office.

    d. The installation, changing or removal of locks shall be performed only by contractor or an authorized Key Control Office designate.

    e. Unauthorized locks are prohibited on doors and if found will be removed and discarded. Any damage or repairs necessitated by the removal of unauthorized locks will be the responsibility of the contractor found in violation of this section.

    f. Keys should at no time be left unattended (hanging in a door lock, lying on a desk, etc.).

    g. Each Contractor will be responsible for developing and enforcing a key return policy. All Contractors must surrender all University keys issued to them upon termination or completion of project.

    h. Keys are not to be transferred from their assigned carrier to another without proper documentation.

    i. The Contractor shall be responsible for the total cost of keys requested and for work done to re-secure an area whenever a key is lost or stolen.

j. The contractor shall return any existing hardware removed from a project to the Key Control Office.

k. No area outside of the project scope will be accessed by the contractor for an individual without the approval of the Owner's Representative designated as responsible for the area. Said designate will be responsible for verifying authority and identity of the individual requesting access.

14. **Estimates of Work:**

a. Upon request by Virginia Tech and for work with adequate plans and specifications or written directions, the Contractor shall prepare and submit to Virginia Tech a written estimate (quantity of each contract billable unit) required to perform the work specified under this contract. This work may then be performed by the Contractor only with Virginia Tech's written authorization. Invoices submitted by the Contractor for work performed shall be itemized by each contract billable unit and the total dollar amount of the invoice(s) submitted shall not exceed the Contractor's written estimate.

b. Virginia Tech reserves the right to make or obtain other estimates prior to authorizing the Contractor to proceed in order to comply with the requirements of state regulations to determine price reasonableness. If the estimate is considered not to be reasonable, the Contractor will be asked to review his estimate and resubmit. If the revised estimate is still considered to be unreasonable, Virginia Tech reserves the right to obtain the work from another source.

15. **Work Schedule:** Work schedule:
    a. Shall be as agreed upon in writing for each project by Virginia Tech and the Contractor.
    b. May be adjusted as agreed upon in writing by Virginia Tech and the Contractor.

16. **Identification of Personnel and Equipment** shall be made by the Contractor to Virginia Tech's satisfaction immediately upon award of contract, and may include alphanumeric identification of personnel and equipment, lists, equipment labels, and other measures as deemed necessary by Virginia Tech. All identification information and measures shall be kept strictly up to date at all times.

17. **Utilities:** Virginia Tech will provide water and electricity as necessary for the performance of this work. The Contractor shall supply all connections to utilities, such as hoses, cords, etc.

18. **Equipment Storage Facilities** shall be provided on the Virginia Tech Campus by Virginia Tech for the Contractor's use in storing equipment. The Contractor shall be responsible for the security and protection of the storage facilities and his equipment therein, including any fences or other structure he may deem necessary.

VII. 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. Plan for providing services:

a. Detailed explanations of your firm's approach to meeting the needs of the university as outlined in the scope of service, notating each section individually.
b. Describe Offeror's turn-around time.
c. Please refer to the appropriate section with each response for ease in reviewing proposals.

2. Qualifications and Experience:
   a. A complete and detailed description of Offeror's qualifications and experience relative to the services described herein.
   b. Provide any certifications, licenses, or specialized training, if required and/or applicable.
   c. Offeror's organization data, including size and structure of firm, joint venture and/or subcontractor arrangements if any, location of branch offices and financial standing.
   d. Provide proof of insurance
   e. Provide a list of three (3) references.

3. Pricing Schedule:
   a. Submit hourly rates on Attachment A of the Pricing Schedule with your proposal.
   b. Outline any additional costs which may occur in performing these services.

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.

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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.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

Criteria	Maximum Point Value
1. Quality of products/services offered and suitability for the intended purposes	10
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	25
4. Cost (or Price)	30
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.

IX. INVOICES:

A. Upon submitting an invoice to Virginia Tech, the contractor agrees that:
   a. The data shown on the invoice is accurate and correct;
   b. The work covered by the invoice has been completed in accordance with the contract documents;
   c. All previous progress payments received from the Owner on account of work done under this contract have been applied to discharge in full (except for allowable retainage) all obligations of Contractor incurred in connection with work covered by prior invoices;
   d. Title to all materials and equipment for which payment is requested in the invoice, whether or not incorporated in said work, will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such materials and equipment which are covered by a Bond previously accepted by Owner).

B. All invoices should include the following information or it could be subject to rejection.
   a. VT Project Name – Name provided with the bidding information
   b. VT Project Manager Name

c. WO # - number is provided with the bidding information
d. Purchase Order Number – issued at the award of every project
e. Pricing break down for the work completed/invoicing to date – Should match schedule of values provide to the VT Project Manager at the beginning of the project.
f. Updated project schedule as mentioned in previous sections
g. Original contract value, Billed to date and remaining to bill information. Change orders should be listed separately on the invoice.

C. Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to the VT Project Manager and 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

X. METHOD OF PAYMENT:

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

Payment can be expedited through the use of 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.

XI. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. 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.

XIII. 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.

XIV. TERMS AND CONDITIONS:

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

XV. CONTRACT ADMINISTRATION:

A. Joy Manning, Interim Deputy to AVP for Facilities Operations, Facilities, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVI. ATTACHMENTS:

Attachment A - Pricing Schedule
Attachment B - Terms and Conditions

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ATTACHMENT A

PRICE SCHEDULE:

DESCRIPTION	RATE	EQUIPMENT TYPE/BRAND/MODEL
Labor		
1. Superintendent	$_____/hour	_____
2. Project Manager	$_____/hour	_____
3. Working Foreman	$_____/hour	_____
4. Transitman	$_____/hour	_____
5. Equipment Operator	$_____/hour	_____
6. Truck Driver	$_____/hour	_____
7. Laborer	$_____/hour	_____
8. Blaster	$_____/hour	_____
Equipment		
1. Large Track Loader	$_____/hour	_____
2. Small Track Loader	$_____/hour	_____
3. Rubber-Tire Loader	$_____/hour	_____
4. Track Backhoe	$_____/hour	_____
5. Rubber-Tire Backhoe	$_____/hour	_____
6. Four Wheel Drive Rubber-Tire Backhoe	$_____/hour	_____
7. Track Dozer	$_____/hour	_____
8. Ditch-Witch	$_____/hour	_____
9. Road Tractor	$_____/hour	_____
10. Tandem-Axle Dump Truck	$_____/hour	_____
11. Single-Axle Dump Truck	$_____/hour	_____
12. Dump Trailer	$_____/hour	_____
13. Motorgrader	$_____/hour	_____
14. Soil Compactor	$_____/hour	_____
15. Farm Tractor	$_____/hour	_____
16. Sheepsfoot Roller	$_____/hour	_____
17. Air Compressor	$_____/hour	_____
18. Generator	$_____/day	_____
19. Vibratory Tamper	$_____/day	_____
20. Concrete Saw	$_____/day	_____
21. Chain Saw	$_____/day	_____
22. Vibrator	$_____/day	_____

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23. Trench Box $_____/day _____
24. Pipe Laser $_____/day _____
25. Blasting Caps/Dynamite: Blasting Cap 1 set = medium cap w/1 stick of Dynamite $_____/set _____
26. 3-1/2” Core Drilling $_____/inch _____
27. 4-1/2” Core Drilling $_____/inch _____
28. 5-1/2” Core Drilling $_____/inch _____
29. 6-1/2” Core Drilling $_____/inch _____
30. Water Truck, 1200 Gallon Capacity, Including Distribution Pipe & Valve $_____/hour _____
31. Wood Chipper $_____/hour _____
32. Skid Steer $_____/hour _____
33. Ditch Witch with Chain Teeth $_____/LF _____
34. Rubber-Tire Backhoe with HOE RAM Attachment $_____/hour _____
35. Excavator with Hoe Ram $_____/hour _____
36. Air Track Drill with Operator $_____/hour _____
37. Asphalt Spreader with Operator $_____/day _____
38. Tagalong Trailer $_____/day _____
39. Septic Pump Truck with Operator $_____/hour _____
40. Road Tractor with Lowboy with Operator $_____/hour _____
41. Pick-up Truck $_____/hour _____
42. Vibratory Roller w/Remote Control with 32” Drums $_____/hour _____
43. Trench Box 8’ x 17’ rated 19 feet in C-60 soil, Width 6 foot $_____/day _____
44. 62,000# Excavator per hour w/minimum 40 hr. hauling to and from site $_____/hour _____

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ATTACHMENT B

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: https://www.procurement.vt.edu/content/dam/procurement_vt_edu/itprocurement/Data_Security_FERPA_Addendum_2024.docx.

SPECIAL TERMS AND CONDITIONS

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. **ASBESTOS**: Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall inform all employees that the suspect material is not to be disturbed, and shall vacate and secure the area until an identification has been made if suspect debris is present. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

12. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT**: By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified

    Contractor Name: _____ Subcontractor Name: _____

    License #: _____ Type: _____

13. **OPTIONAL PERFORMANCE AND PAYMENT BONDS**: The University reserves the right in its own discretion to require performance and payment bonds prior to execution of the Contract. The successful offeror/bidder shall be prepared to deliver executed Commonwealth of Virginia Standard Performance and labor and Material Payment Bonds if so requested each in the sum of the contract amount, with the Commonwealth of Virginia, Virginia Polytechnic Institute and State University as oblige. The surety shall be a company or companies approved by the State Corporation Commission to transact surety business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the procurement office. Standard bond forms will be provided by the procurement office if the University does so request a performance and payment bond.

    Determination of the requirement to submit performance and payment bonds will be made by the University at its sole discretion based on the following:

    - Complexity of the project
    - Timeline of the project
    - Evaluation of the contractor's references provided
    - Past history of work performance at the University

    All offerors/bidders shall be prepared to provide said bonds upon request. If requested, cost to obtain these bonds will then be added to the contractor's base price.

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. **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.

16. **FINAL INSPECTION**: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

17. **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.

    <u>INSURANCE COVERAGES AND LIMITS REQUIRED</u>:
    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.

18. **PRICE ESCALATION/DE-ESCALATION**: 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.

19. **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.

20. **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.

21. **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 https://ehs.vt.edu/programs/occupational-safety/contractor-safety.html. A copy of the publication may also be obtained by contacting EHS 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.

22. **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.

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

24. **TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Virginia Tech Facilities. 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.

25. **WARRANTY**: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 365 days following date of delivery. Should any defect be noted by Virginia Tech, the Virginia Tech Procurement Department will notify the contractor of such defect or nonconformance. Notification will state either (1) that the contractor shall replace or correct, or (2) Virginia Tech does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to Virginia Tech and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

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26. **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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VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
PROCUREMENT DEPARTMENT

ADDENDUM NO. 1

DATE:	3/21/2025
TO:	All Offerors
FROM:	Ted Alt, Buyer Specialist
TOTAL PAGE(S):	1 page (not including attachments)
SOLICITATION TITLE:	Excavation Services
SOLICITATION NUMBER:	306852502

I. CLARIFICATIONS AND ADDITIONAL INFORMATION

1. The new deadline for submitting proposals is **April 14, 2025 at 3:00 PM.**

II. REQUESTS FOR INFORMATION

NONE

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VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
PROCUREMENT DEPARTMENT

ADDENDUM NO. 2

DATE:	4/14/2025
TO:	All Offerors
FROM:	Ted Alt, Buyer Specialist
TOTAL PAGE(S):	1 page (not including attachments)
SOLICITATION TITLE:	Excavation Services
SOLICITATION NUMBER:	306852502

I. CLARIFICATIONS AND ADDITIONAL INFORMATION

1. The new deadline for submitting proposals is **April 24, 2025 at 3:00 PM.**

II. REQUESTS FOR INFORMATION

1. **Can you tell me if in Attachment A, the equipment portion of the price schedule, the rate we are supposed to provide is just for the equipment or does this include the price for the operator also?**

   Virginia Tech Response: *In the Equipment section of the price schedule, only provide rates for the equipment, along with items mentioned in Section VI, Subsection D of the RFP. Include the Equipment Operator rate in the Labor section. If a different Equipment Operator rate is desired to be listed for a specific type of Equipment by the proposer, please include this information as a supplement to Attachment A: Price Schedule. If supplemental equipment operator rates are provided by the proposer, please clearly identify which labor rates apply to which piece(s) of equipment.*

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PROPOSAL

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JWM ENTERPRISES LLC
2312 LEE HIGHWAY
MARION, VA 24354
(276) 685-6014
EMAIL: management@Jwm.llc

Bid Package for Virginia Tech

Request For Proposal #306852502

For Excavation Services

Date Due: April 24, 2025

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Proposal For Virginia Tech RFP#306852502 For Excavation Services

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Proposal For Virginia Tech RFP #306852502 For Excavation Services

This proposal is being submitted for the opportunity to provide excavation services to Virginia Tech for projects located at the Blacksburg, Virginia main campus. The projects which may range in size and scope depending on the nature of the project may include, but not be limited to, earthwork such as site preparation, excavation and grading for parking lots, buildings and other structures, ditch work for site utilities, or demolition and hauling of debris (including concrete and asphalt).

SECTION VII; Appendix A.

#1. Plan for providing Services:

While we would be new to providing services to Virginia Tech, we would want to develop a business relationship between our management and Virginia Tech personnel to establish the scheduling, timeframe of work, required manpower, and equipment for the project/s. We would want to address any safety concerns or hazards foreseen and potentially unforeseen. Also, we would like to address any ideas to improve the efficiency and cost effectiveness of the project.

#2. Qualifications and Experience:

At JWM Enterprises, LLC., no project is "too big" or "too small." Over the last 20 years, we have worked on residential and commercial projects consisting of underground utility projects small and large, parking lots, town houses, churches, medical buildings, car dealerships, Grocery stores, schools, local farm water projects, stream restorations, Virginia Department of Transportation (VDOT) repairs, Virginia Department of Wildlife Resources (DWR) hatchery cleanup and multiple Hurricane Helene repairs to roads, bridges, and streams. We have been fortunate to gain experience that is indispensable in the construction industry, but we haven't lost our family-owned background and our commitment to the customers complete satisfaction of the work done for their project. We strive for the safety of all parties and for the on-time, on-budget commitment for your project deadline.

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Proposal For Virginia Tech RFP #306852502 For Excavation Services

SECTION VII; Appendix A.

#2. (a) List of Contract Projects Completed to Show Experience:

PROJECT	CONTRACT	G.C./OWNER
• VDOT Road Repairs/Helene road, drainage repairs • DWR – Buller Fish Hatchery Clean-up after Helene • DWR – Marion Fish Hatchery Main water line repairs • Bristol VA Intermediate School, site grading, site Utilities, and new road • Cardinal Glass Large Machinery Pit Excavation • Food City – Independence VA, Site Grading, Site Utilities • Southeast Utility Trailer Site Grading, Site Utilities • Smyth County Sheriff's Office Renovation – Site Grading, • Site Utilities Marion Chevrolet Renovation – Site Grading, Site Utilities • Holston Medical Group Building – Norton, VA Site Grading, Site Utilities • Holston Medical Group Building – Abingdon, VA Site Grading, Site Utilities	[redacted]	

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Proposal For Virginia Tech RFP #306852502 For Excavation Services

SECTION VII; Appendix A.

#2. (c) Organization Data:

- JWM Enterprises, LLC
  2312 Lee Highway
  Marion VA 24354
- SWAM Certified
- Phone – (276) 685-6014
- Email – management@Jwm.llc

#2. (d) Proof of Insurance:

- See Page 4 for the attached Insurance Certificate

#2. (e) References:

[redacted]

Client#: 2293104 38JWMENT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
[redacted]

CONTACT NAME: [redacted]
PHONE (A/C, No, E [redacted] FAX (A/C, No): [redacted]
E-MAIL ADDRESS: [redacted]

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : [redacted]	[redacted]
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
J W M Enterprises LLC
2312 Lee Hwy
Marion, VA 24354-6536

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			[redacted]	[redacted]		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	[redacted]
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
[redacted]

CERTIFICATE HOLDER

Virginia Polytechnic Institute and State University
North End Center, Suite 300
300 Turner Street NW
Blacksburg, VA 24061

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[redacted]

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Proposal For Virginia Tech RFP #306852502 For Excavation Services

SECTION VII; Appendix A.

#3. Pricing Schedule:

- See attached pages 6 and 7 for the Pricing Schedule Attachment A.

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ATTACHMENT A

PRICE SCHEDULE:

DESCRIPTION	RATE		EQUIPMENT TYPE/BRAND/MODEL
Labor			
1. Superintendent	$ 64.00	/hour	
2. Project Manager	$ 64.00	/hour	
3. Working Foreman	$ 56.00	/hour	
4. Transitman	$ 44.00	/hour	
5. Equipment Operator	$ 44.00	/hour	
6. Truck Driver	$ 42.00	/hour	
7. Laborer	$ 40.00	/hour	
8. Blaster	$ 110.00	/hour	
Equipment			
1. Large Track Loader	$ 91.00	/hour	CAT 963 Track Loader
2. Small Track Loader	$ 56.00	/hour	CAT 936
3. Rubber-Tire Loader	$ 70.00	/hour	CAT 924
4. Track Backhoe	$ 52.00	/hour	CAT 305
5. Rubber-Tire Backhoe	$ 46.00	/hour	CAT 420
6. Four Wheel Drive Rubber-Tire Backhoe	$ 49.00	/hour	CAT 420
7. Track Dozer	$ 65.00	/hour	CAT D3 D5 D6 Dozer
8. Ditch-Witch	$ 25.00	/hour	DW C16X
9. Road Tractor	$ 83.00	/hour	KW 900
10. Tandem-Axle Dump Truck	$ 70.00	/hour	INTNL./PB Tandem D.T.
11. Single-Axle Dump Truck	$ 49.00	/hour	Chevy Topkick D.T.
12. Dump Trailer	$ 8.00	/hour	BIG TEX
13. Motorgrader	$ 91.00	/hour	CAT 12H
14. Soil Compactor	$ 37.00	/hour	DYNA PAC 251
15. Farm Tractor	$ 19.00	/hour	CASE 50A
16. Sheepsfoot Roller	$ 37.00	/hour	DYNA PAC 252
17. Air Compressor	$ 25.00	/hour	IR 185
18. Generator	$ 65.00	/day	Honda 3000
19. Vibratory Tamper	$ 65.00	/day	Wacker II
20. Concrete Saw	$ 75.00	/day	STIHL 4006 Conc. Saw
21. Chain Saw	$ 75.00	/day	STIHL TS420 Chain Saw
22. Vibrator	$ 40.00	/day	Wacker W1550

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3. Pricing Schedule - Continued

23. Trench Box	$ 146.00	/day	GME 4M 820
24. Pipe Laser	$ 20.00	/day	Spectra
25. Blasting Caps/Dynamite: Blasting Cap 1 set = medium cap w/1 stick of Dynamite	$ 48.00	/set	
26. 3-1/2" Core Drilling	$ 10.00	/inch	
27. 4-1/2" Core Drilling	$ 12.00	/inch	
28. 5-1/2" Core Drilling	$ 16.00	/inch	
29. 6-1/2" Core Drilling	$ 20.00	/inch	
30. Water Truck, 1200 Gallon Capacity, Including Distribution Pipe & Valve	$ 46.25	/hour	Ford 700
31. Wood Chipper	$ 56.00	/hour	BC 1000
32. Skid Steer	$ 49.50	/hour	CAT 299
33. Ditch Witch with Chain Teeth	$ 7.00	/LF	DWC 16X
34. Rubber-Tire Backhoe with HOE RAM Attachment	$ 83.00	/hour	CAT 420/B9
35. Excavator with Hoe Ram	$ 124.00	/hour	CAT 305/325 w/Hammer
36. Air Track Drill with Operator	$ 185.00	/hour	Atlas Copco T35
37. Asphalt Spreader with Operator	$ 1275.00	/day	LEBOY 8500
38. Tagalong Trailer	$ 50.00	/day	BIG TEX
39. Septic Pump Truck with Operator	$ 110.00	/hour	FL 70
40. Road Tractor with Lowboy with Operator	$ 110.00	/hour	KW W900/Proline
41. Pick-up Truck	$ 16.00	/hour	Chevy 2500/3500
42. Vibratory Roller w/Remote Control with 32" Drums	$ 44.00	/hour	Wacker
43. Trench Box 8' x 17' rated 19 feet in C-60 soil, Width 6 foot	$ 146.00	/day	GME 4M 820
44. 62,000# Excavator per hour w/minimum 40 hr. hauling to and from site	$ 149.75	/hour	CAT 330 EXC.

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Proposal For Virginia Tech RFP #306852502 For Excavation Services

SECTION VII; Appendix A.

#4. Participation of Small, Women-owned and Minority-Owned Business (SWAM) Business:

- SWAM Certification ID #657481
  Expiration Date: 8/16/2028

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

DUE DATE: Proposals will be received until **April ~~22~~ 24, 2025 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 Ted Alt, Phone: (540) 231- 0485 e-mail: Thealt13@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on March 26, 2025. 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: 4/22/25

[INCLUDE THIS PAGE]

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NEGOTIATION SUMMARY

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Negotiation Questions
Excavation Services RFP #306852502

1. **Virginia Tech Question:** 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.

   Vendor Response: *We have attached a redacted copy of our proposal for publication in the online contracts portal if we are awarded the contract. We have redacted previous contract owners and award amounts, reference information, and insurance account information including coverage paid.*

2. **Virginia Tech Question:** End of Contract Service Transition Expectations**:** If or when a transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperative fully in a successful transition of services. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process.

   Vendor Response: *We would be 100% on board in establishing a transition plan that would benefit all parties in a seamless transition of services. We would request compensation for the time incurred in the process of the transition of services.*

3. **Virginia Tech Question:** Cost to the University is a major component of this solicitation and one of the 5 factors considered during the award process. With this in mind, please submit your best and final pricing for consideration.

   Vendor Response: *Our final pricing is reflected for your consideration.*

4. **Virginia Tech Question:** Are the prices provided with your proposal as favorable (or more favorable) as pricing provided to other Higher Educational Institutions?

   Vendor Response: *We understand, and value budget constraints and we feel the pricing that we have provided in our proposal is favorable to Virginia Tech. No other Higher Educational Institutions have been quoted.*

5. **Virginia Tech Question:** Does JWM Enterprises, LLC agree to provide monthly invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?

   Vendor Response: *Yes, JWM is agreeable with monthly invoicing with payment date due thirty (30) days after receipt.*

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6. **Virginia Tech Question:** If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI "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?

   Vendor Response: *JWM would be willing to use the CPI for price increases, but would like to ask if Virginia Tech would consider to having the limit raised to 5% due to input costs and would consider a fuel surcharge based on the D.O.E. index?*

   Virginia Tech Response: Virginia Tech will not extend the limit to 5%. We are not inclined to agree to a fuel surcharge.

   Vendor Response: *Resolved and agreed*

7. **Virginia Tech Question:** If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal term?

   Vendor Response: *JWM is willing to hold prices firm for the initial contract period of 1 year, but due to economic extremes, tariffs, etc. asking to extend into the 2nd year may be too long due to the possibility of escalated prices. We would like to reserve the right to re-evaluate and if needed, to re-negotiate the 2nd year.*

   Virginia Tech Response: We are not agreeable to including the option to re-evaluate for the first renewal term.

   Vendor Response: *Resolved and agreed*

8. **Virginia Tech Question:** Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

   Vendor Response: *Yes, JWM is registered in eVA and is willing to participate in the eVA internet procurement solution as required.*

9. **Virginia Tech Question:** Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

   Vendor Response: *Yes, JWM will include all applicable eVA system transaction fees.*

10. **Virginia Tech Question:** Will JWM Enterprises, LLC agree to participate in the Wells One AP Control Payment System?

    Vendor Response: *Yes, JWM agrees to participate in the Wells One AP Control Payment System and any transaction processing fees will be additional.*

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11. **Virginia Tech Question:** Do you agree that the initial contract period shall be one (1) year?

    Vendor Response: *Yes, JWM agrees that the initial contract period shall be one (1) year.*

12. **Virginia Tech Question:** Upon completion of the initial contract period, does JWM Enterprises, LLC agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for four (4) one-year periods, under the terms of the current contract?

    Vendor Response: *Yes, JWM agrees to this, but would like to reserve the right to revise and adjust any rates/prices accordingly for each one-year period due to possible cost increases in the future.*

    Virginia Tech Response: See responses to questions 6 and 7.

13. **Virginia Tech Question:** 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?

    Vendor Response: *Yes, JWM would be acting as an Independent Contractor and is not an employee of Virginia Tech or any other Commonwealth of Virginia entity.*

14. **Virginia Tech Question:** 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?

    Vendor Response: *Yes, we agree that Virginia Tech will not withhold any income taxes from any payments, nor will it provide any benefits to the contractor employees.*

15. **Virginia Tech Question:** Please describe your turn-around time if emergency services are needed.

    Vendor Response: *JWM would estimate an emergency turn-around time for labor only issues to be no more than 4 hours. An equipment / mobilization issue would be no more than 6 hours, depending on equipment location.*

16. **Virginia Tech Question:** Please describe JWM Enterprises, LLC's process for addressing any service-related issues.

    Vendor Response: *For addressing a service-related issue, upon notification, our Superintendent would first address the issue through communication or on-site visit, then second, would evaluate for manpower, material, and equipment required. Third, once the materials are procured and on-hand, upon coordination with Virginia Tech, the work would then commence.*

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17. **Virginia Tech Question:** How soon after contract award can you begin providing services?

    Vendor Response: *JWM would be able to provide manpower and equipment within 30 days of award of contract.*

18. **Virginia Tech Question:** Do you acknowledge, agree and understand that your contract is not exclusive, and that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

    Vendor Response: *Yes, JWM acknowledges and agrees that this contract is not exclusive and that Virginia Tech cannot guarantee a minimum amount of business if we are awarded this contract.*

19. **Virginia Tech Question:** Do you acknowledge that prior to commencing any work related to this contract, you must be in receipt of a Purchase Order?

    Vendor Response: *Yes, JWM is accustomed to receiving purchase orders through our work with General Contractors, VDOT, and USDA Forest Service contracts and that work may not begin until receipt of a purchase order from Virginia Tech.*

20. **Virginia Tech Question:** Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 306852502 shall govern the contract if a contract is awarded to your company?

    Vendor Response: *Yes, JWM acknowledges, agrees, and understands that the terms and conditions of the RFP # 306852502 shall govern the contract if a contract is awarded to us by Virginia Tech.*

21. **Virginia Tech Question:** Please submit a W-9 on the current IRS Form **March 2024** Revision, and a copy of your Certificate of Insurance that meets the requirements of the solicitation listed in Paragraph 17 of Attachment B: Terms and Conditions.

    Vendor Response: *Our W-9 and Certificate of Insurance are attached. We have coverage adequate to or above what is required.*

22. **Virginia Tech Question:** Are there any additional forms or documents that you will require to be incorporated into the contract documents? If so, please submit.

    Vendor Response: *We are not aware of any other documents that would need to be incorporated into the contract documents.*

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23. **Virginia Tech Question:** 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.

    Vendor Response: *Justin McClellan, President/Owner, is the highest-level executive at JWM Enterprises, LLC. He is 100% committed to providing the resources required to complete the contract tasks, on-time with the highest quality of service that JWM Enterprises, LLC can offer to Virginia Tech at the lowest possible cost.*

24. **Virginia Tech Question:** 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.

    Vendor Response: *The following employees will serve as liaisons for HokieMart:*

    a) *e-commerce: Deanna Thompson*
    [redacted]

    b) *accounts receivable: Lori McClellan*
    [redacted]

    c) *emergency orders (1st contact): Justin McClellan*
    [redacted]

    d) *emergency orders (2nd contact): Stephen Gregory*
    [redacted]