

INVITATION FOR UNSEALED BID # 0023050 *THIS IS NOT AN ORDER*

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY PURCHASING DEPARTMENT (0333) 270 SOUTHGATE CENTER BLACKSBURG, VA 24061

DATE June 4, 2012	BID RETURN DATE AND HOUR	BID OPENING DATE AND HOUR June 29, 2012 5PM
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BIDDERS ADDRESS

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:
Patricia Mullins, CPPO, VCO
 Assistant Director for Research Support
 E-MAIL ADDRESS: mullinsp@vt.edu
 TELEPHONE NUMBER (540) 231-9129
 FAX NUMBER (540) 231-9628
 AFTER HOUR MESSAGES (540) 231-6221

COMMODITY: Liquid Nitrogen, SEE ATTACHED

SPECIAL INSTRUCTIONS

1. Responses must be submitted on this form and the attachment (s) provided.
2. Facsimile unsealed bids received in the Virginia Tech Purchasing Department prior to the time and date designated for bid submission will be accepted.
3. Responses should be signed below.
4. Responses will be received in the Virginia Polytechnic Institute and State University, Purchasing Department (0333), 270 Southgate Center, Blacksburg, VA 24061 until the bid opening date and hour or, if specified, the bid return date and hour shown above.
5. Contact the buyer listed above for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
6. **DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.**
7. Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.purch.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
8. **Bidders must take cognizance of the fees associated with the eVA Business-To-Government Vendor Registration requirement described herein and at <http://www.eva.state.va.us/> and submit prices accordingly.**

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR UNSEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN INCLUDING THE GENERAL TERMS AND CONDITIONS SHOWN AT http://www.purch.vt.edu/html.docs/terms/GTC_BID_07272011.pdf. THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

FULL LEGAL NAME (PRINT) <small>(Company name as it appears with your Federal Taxpayer Number)</small>		FEDERAL TAXPAYER NUMBER (ID#)	DELIVERY DATE
BUSINESS NAME/DBA NAME/TA NAME <small>(If different than the Full Legal Name)</small>		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small>	
BILLING NAME <small>(Company name as it appears on your invoice)</small>		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small>	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER
*BUSINESS CLASSIFICATION	<input type="checkbox"/> LARGE	<input type="checkbox"/> SMALL	<input type="checkbox"/> MINORITY-OWNED <input type="checkbox"/> WOMEN-OWNED
*Business Classification definitions can be viewed at http://www.purch.vt.edu/Vendor/class.html			
*Is your Classification certified by the Virginia Dept of Minority Business Enterprise? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide Certification Number:			
*For assistance with certification questions, please visit: http://www.dmbc.state.va.us/swamcert.html			

INVITATION FOR UNSEALED BID NUMBER 0023050

I. PURPOSE:

The intent and purpose of this Invitation for Unsealed Bid is to establish a term contract with one qualified source that can provide liquid nitrogen in cylinders that utilize a Cyl-Tel or equivalent digital gauge to the Bradley Department of Electrical and Computer Engineering of Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. BACKGROUND:

The Bradley Department of Electrical and Computer Engineering desires cylinder liquid nitrogen equipment that utilizes Cyl-Tel or equivalent digital gauges in an effort to assure that only gases delivered to the university shall be invoiced. Digital gauges allow a more accurate reading of the tank inventory and save money in the unit cost of the product.

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

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

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

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

For registration and technical assistance, reference the eVA website at: eVACustomerCare@dgs.virginia.gov, or call 866-289-7367 or 804-371-2525.

IV. CONTRACT PARTICIPATION:



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

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract. 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. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

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

V. SCOPE OF SERVICE:

A. Overview:

The contractor shall provide all labor, materials, new parts, tools, equipment, travel, and all incidentals required and/or implied for the provision of liquid nitrogen cylinders as outlined below. Cylinders shall be delivered to the Bradley Department of Electrical and Computer Engineering located at 302 Whittemore Hall, Blacksburg, VA 24061.

B. Bradley Department of Electrical and Computer Engineering User Groups:

- a. Nano and Micro Fabrication Laboratory: Don Leber, Facility Manager
- b. Advanced Devices & Sustainable Energy Laboratory: Mantu Hudait, Facility Manager

C. Current volume of Liquid Nitrogen used:

- a. Nano and Micro Fabrication Laboratory: 4 (four) 180L per week
- b. Advanced Devices & Sustainable Energy Laboratory: 7-8 (seven to eight) 230L per week

D. Requirements for service:

- a. Delivery of cylinder liquid nitrogen equipment that utilizes Cyl-Tel or equivalent digital gauges with user friendly readouts.
- b. The department shall be invoiced only for gas delivered.
- c. Labor and travel costs must be included within the quoted price.
- d. On-site or off-site refilling of cylinder liquid nitrogen equipment.
- e. A response time of less than 24 hours for emergencies shall be required for safety reasons.
- f. In the event of severe weather or roadway closure, define below the procedures that would be implemented:

E. Delivery Schedule:

- a. Delivery of cylinder liquid nitrogen equipment shall occur on a bi-weekly (every two weeks) or weekly basis as specified by the contract manager.
- b. Standard: At the request of the department, delivery shall normally occur within the hours of 8:00 AM and 5:00 PM, Monday through Friday, unless otherwise agreed upon by Virginia Tech and the contractor.

F. Price:

The quoted prices listed in Attachment C, Price Schedule, shall include all of the contractor's costs associated with delivering the services described herein.

VI. METHOD OF PAYMENT:

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

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Purchasing website: <http://www.purch.vt.edu/Department/WellsOne.html> or contact the person in Purchasing identified in the IFB.

VII. INVOICES:

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

Virginia Polytechnic Institute and State University
Accounts Payable
201 Southgate Center
Blacksburg, VA 24061

VIII. CONTRACT ADMINISTRATION:

- A. Donald E. Leber, Microelectronics Facilities Manager, Electrical and Computer Engineering (0111), at Virginia Tech or his 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 his 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 his designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Purchasing Department through a written amendment to the contract.

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

Bidder shall complete Attachment C, Price Schedule.

X. ADDENDUM:

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

XI. TERMS AND CONDITIONS:

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

XII. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Standard Contract Form
Attachment C - Price Schedule

ATTACHMENT A

TERMS AND CONDITIONS

Bid General Terms and Conditions

See http://www.purch.vt.edu/html.docs/terms/GTC_BID_07272011.pdf

Special Terms and Conditions

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD OF CONTRACT:** Virginia Tech will make the award on a Grand Total Basis to the lowest responsive and responsible bidder. The Virginia Tech Purchasing Department also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of Virginia Tech to be in its best interest.
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. **BID EVALUATION PROCEDURE:** Bids will be evaluated on the basis of the lowest grand total price from responsive, responsible bidders. The low bidder will be determined by use of the prices provided by the bidder in Section IX, **PRICING SCHEDULE** in the following hypothetical scenario:
 During the initial twelve (12) month period of the contract, the Contractor provides the services specified below.
BIDDERS SHOULD NOT FILL IN BLANK SPACES BELOW.
 This example is only intended to illustrate the evaluation procedure to be utilized.

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>RATE</u>	<u>TOTAL</u>
<u>Nano and Micro Fabrication Laboratory</u>			
1. Product Price per Standard Cubic Feet (scf) of Liquid Nitrogen per week	20,000 scf	X _____ = _____	
2. Delivery Fee per delivery Per Week	1 each	X _____ = _____	
3. HazMat Fee per delivery Per Week	1 each	X _____ = _____	
4. Service Charge per delivery Per Week	1 each	X _____ = _____	
5. Rental Fee per delivery Per Week	1 each	X _____ = _____	
6. Installation Fee per delivery Per Week	1 each	X _____ = _____	
7. Drop Charge Fee per delivery Per Week	1 each	X _____ = _____	
 <u>Advanced Devices & Sustainable Energy Laboratory</u>			
1. Product Price per Standard Cubic Feet (scf) of Liquid Nitrogen per week	45,000 scf	X _____ = _____	
2. Delivery Fee per delivery Per Week	1 each	X _____ = _____	
3. HazMat Fee per delivery Per Week	1 each	X _____ = _____	
4. Service Charge per delivery Per Week	1 each	X _____ = _____	
5. Rental Fee per delivery Per Week	1 each	X _____ = _____	
6. Installation Fee per delivery Per Week	1 each	X _____ = _____	
7. Drop Charge Fee per delivery Per Week	1 each	X _____ = _____	
GRAND TOTAL			_____

5. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- 6. **CONTRACT PERIOD:** The contract shall be for a period of one (1) year.
- 7. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.
- 8. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Virginia Tech.

9. **INSURANCE:**

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

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

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$500,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00
- 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.

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.

- 10. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address:

If to Contractor: Address Shown On Bid Cover Page
 Attention: Name Of Person Signing Bid

If to Virginia Tech:
 Virginia Polytechnic Institute and State University
 Attn: Patricia Mullins
 Purchasing Department (0333)
 270 Southgate Center
 Blacksburg, VA 24061

and

Virginia Polytechnic Institute and State University
 Attn: Donald E. Leber
 Microelectronics and Computer Engineering (0111)
 302 Whittemore Hall
 Blacksburg, VA 24061

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

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

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

12. **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.

13. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

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

ORGANIZATION	ADDRESS	CONTACT PERSON	TELEPHONE
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1. _____

2. _____

3. _____

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

16. **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.

17. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Virginia Tech by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.

18. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

ATTACHMENT B

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

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _____

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

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

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

PERIOD OF CONTRACT: From _____ through _____.

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

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

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

Contractor: _____ Virginia Tech

By: _____ By: _____

Title: _____

ATTACHMENT C

PRICE SCHEDULE

Fees for Liquid Nitrogen Delivery in accordance with Section V. Scope of Service for Liquid Nitrogen:

1. Product Price per Standard Cubic Feet (scf) of Liquid Nitrogen per week _____
2. Delivery Fee per delivery Per Week _____
3. HazMat Fee per delivery Per Week _____
4. Service Charge per delivery Per Week _____
5. Rental Fee per delivery Per Week _____
6. Installation Fee per delivery Per Week _____
7. Drop Charge Fee per delivery Per Week _____