Invitation for Bid R24-011

For

Term Contract

Glass & Glazing Services

July 10, 2024

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 because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
INVITATION FOR SEALED BID # R24-011

IFB # R24-011

GLASS & GLAZING SERVICES

DATE POSTED
July 10, 2024

BID RETURN DATE & HOUR
September 11, 2024, by no later than 3:00 PM Eastern Standard Time (EST)

PUBLIC BID OPENING DATE & HOUR
September 12, 2024, at 3:00 PM EST

BIDDER ADDRESS

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:
Sheryl Sullivan, Procurement Officer
Email Address: sssullivan@radford.edu
TELEPHONE NUMBER: (540) 831-6106

SEALED BID DUE DATE AND TIME: Bids will be received up to and including September 11, 2024, 3:00 PM EST. Email and fax responses will not be accepted. Proposals may be submitted as follows:

- In Person*
  Deliver proposal to: Radford University
  David E. Armstrong Complex
  501 Stockton Street
  Radford, VA 24142

- Mail or Courier*
  Mailing Address: Radford University
  Procurement and Contracts
  PO Box 6885
  Radford, VA 24142-6885

- Electronically through eVA
  Electronic Submissions: A PDF of your proposal may be submitted through eVA’s Virginia Business Opportunities (VBO) site. See Attachment F for more details.

* Identify the envelope package as instructed in Attachment A – Terms and Conditions.

BUSINESS HOURS: Radford University’s Procurement and Contracts Department is open Monday through Friday from 8:00 AM-4:30 PM EST.

LATE BID RECEIPT:

In Person or Mail/Courier Delivery:
To be considered for selection, sealed bids must be received by Radford University’s Procurement and Contracts Department by the due date and time identified in this solicitation document. The official time used in documenting the receipt of In-Person and Mail/Couriered bids is that time identified on the automatic time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong building on the main campus of Radford University. Bids received after the date and time designated herein are automatically deemed non-responsive and will not be given consideration. The University is not responsible for delays in delivery conducted by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Offeror to ensure their bid reaches the Procurement and Contracts Department at Radford University by the designated date and time.

For Electronic Submission through eVA:
To be considered for selection, bids must be submitted through the eVA Electronic Submission process by the date and time identified herein. In order to submit an electronic bid, the Vendor MUST BE properly registered with eVA. Registration may be accomplished through this site: https://eva.virginia.gov/register-now.html. It is strongly encouraged that registration be completed well in advance of the submission deadline to avoid any delays in the process. Upon successful submission, the Contractor will receive confirmation of submission through eVA. Radford University will not confirm receipt of the proposal. For a tutorial on how to view and respond to a solicitation, visit: https://www.youtube.com/watch?v=KSxcAkOekW0. The University is not responsible for delays, miscommunications, or transmission errors that may occur during the electronic submission process. This includes but is not limited to issues related to internet connectivity, email servers, or other technical malfunctions. It is the sole responsibility of the Offeror to ensure the proposal is submitted on time.

UNIVERSITY CLOSINGS: If the University is closed as a result of an act of God or an emergency situation, the University’s website shall post notices of said closings. It is the responsibility of the vendor to check the website at www.radford.edu for said notifications. If the University is closed on the day bids are due, bids will be accepted at the same time on the next scheduled business day the University is open. If the University is closed on the day of a scheduled pre-bid conference a written addendum will be issued to officially reschedule the conference.
SPECIAL INSTRUCTIONS  SEALED BIDS

1. Responses must be submitted on this form and the attachment(s) provided.
2. Responses shall be signed below.
3. Please note that USPS and Couriers deliver to a central location and is not delivered directly to Procurement. Allow extra time if sending via USPS or Courier. It is the Bidder’s responsibility to ensure bids are received in Procurement and Contracts at the appropriate date and time for consideration.
4. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.
5. Any ADDENDUM issued for this solicitation may be accessed at www.eva.virginia.gov by going to Virginia Business Opportunities (VBO). Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
6. Optional Pre-Bid Conference: A Pre-Bid conference will be held on July 30, 2024, at 3:00 PM EST. See Section [11] Pre-Bid Conference, for additional information.
7. Requests for Information (RFI): All RFI’s regarding this solicitation should be directed to the Contract Officer named in this solicitation. Written questions to be submitted via email no later than: August 15, 2024, by 3:00 PM EST.

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR SEALED BID, AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED IN ATTACHMENT A, INCLUDING THE GENERAL TERMS AND CONDITIONS, THE UNDERSIGNED AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

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<tr>
<th>FULL LEGAL NAME (PRINT)</th>
<th>FEDERAL TAXPAYER NUMBER (ID#)</th>
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I acknowledge that I have received the following addendums posted for this solicitation.

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

SIGNATURE ____________________________ Date: ________________
1. **PURPOSE:**
The intent and purpose of this Invitation For Sealed Bid is to establish a term contract with one qualified source that can provide Glass and Glazing Services for Radford University, an agency of the Commonwealth of Virginia. The initial term of this contract is for one (1) year. There will be an option for (4) four one-year renewals.

2. **SMALL, WOMAN-OWNED AND MINORITY (SWaM) BUSINESS PARTICIPATION:** The mission of Radford University is to ensure strategic business development practices are in place to promote Small, Women-Owned and Minority-Owned (SWaM) businesses to the maximum extent. Radford University 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.

Radford University has established SWaM goals that are posted on the Procurement and Contracts website. Links to the University’s SWaM initiative can be located at: Procurement and Contracts | Radford University.

3. **BACKGROUND:**

**Radford University Background:**
Radford University is a comprehensive public university of 7,718 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 211-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. With over 300 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for some 1,000 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach and service. Radford University joins several other institutions in offering degree programs and continuing education opportunities at the Roanoke Higher Education Center in Roanoke, the Southwest Virginia Higher Education Center in Abingdon and flexible online offerings through its virtual campus.

**Specific Background:** Radford University contracts Glass and Glazing Services for glass, door, window, screen, and glazing materials as well as installation, replacement, and repair services. The University’s approximate spend over the past five-year period is $60,000 annually.

4. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:** The eVA internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Radford University, 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 self-registered vendor in the eVA system.

There are transactions fees involved with the use of eVA. These fees must be considered within the provision of quotes, bids, and price proposals offered to Radford University. 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 online. Your firm must provide the necessary information. Please visit the eVA website portal at https://eva.virginia.gov/register-now.html and register with eVA. This process needs to be completed before Radford University can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at http://www.eva.virginia.gov, or call eVA Customer Care at 866-289-7367 or 804-371-2525. Email eVACustomerCare@DGS.Virginia.gov.
5. CONTRACT PARTICIPATION-COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES: Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (see https://vascupp.org/rules.pdf), it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution’s affiliated corporations 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 the contract terms. The Contractor shall notify Radford University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. 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 Radford University. Radford University 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 Radford University 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.

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

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

6. CONTRACT ADMINISTRATION: Radford University assigns Contract Administrators to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators do not have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator is the Director, Facilities Maintenance & Operations.

7. DEFINITIONS
   A. OVERTIME – Overtime is defined as any hours worked outside of 8:00 a.m. to 5:00 p.m., Monday through Friday, as well as on weekends and Virginia state holidays. Emergency service calls will be paid at the overtime rate.
   B. REGULAR TIME – Regular time is defined as normal working hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, except on Virginia state holidays.
   C. PAID HOURS – Labor hours paid under this contract shall be only for productive hours at the job site, unless authorized by the Contract Administrator or authorized designee. No payment will be made for travel time, lunch breaks, or other extended breaks.

8. SCOPE OF WORK: The Contractor shall furnish all labor, tools, equipment, and staff required for the completion of all work as specified herein.
   A. Compliance: All work, materials, and installations shall be in strict compliance with the specifications contained herein and all applicable codes and standards.
B. Requirements:
   1. Material:
      a. Glass, including but not limited to, single and double strength glass, heavy glass, tempered and plate
tabletop glass with polished edges and cut holes, tempered and laminated safety glass, tinted glass, wire
glass, obscure and textured glass, insulated glass units, curtain wall, plexiglass, and mirrors with safety
backing.
      b. Reception windows, aluminum, and glass doors, storefront components, and related hardware.
      c. Exit devices and single swing door operators.
      d. Storm door and window repair products.
      e. Window and patio door screen units.
      f. Glazing compounds, butyl/silicone caulking, tac tape, foam tape, and glass film (Lexan & frosted
window film).

C. Installation and Repair:
   1. The Contractor shall provide qualified technicians, equipment and tools to install glass products on the
Radford University campus or in any University owned and operated building in the immediate area. The
Contractor shall provide the following services, to include but not limited to:
      a. Install heavy glass with railings, framing system, door, and reception windows.
      b. Remove and reinstall windows (i.e. for construction purposes).
      c. Install frosted window film.
      d. Replace broken glass in windows and doors.
      e. Replace broken mirrors.
      f. Provide window screen repair.
      g. Repair and install aluminum door and frame components to include door handles, latches, closers,
continuous hinges, and insulation/weather stripping.

D. Service:
   1. Service Call Expectations
      a. All worked performed shall have a 100% satisfaction guarantee with a ninety (90) day warranty.
      b. The Contractor shall have a service shop or material pickup facility with a fifty (50) mile radius of
Radford University.
   2. Non-Emergency Service Calls
      a. The Contractor shall provide same-day response to non-emergency service calls received by 10:00 a.m.
and next business day response to non-emergency service calls received after 10:00 a.m.
   3. Emergency Service Calls
      a. The Contractor shall provide emergency glass services twenty-four (24) hours a day, seven (7) days a
week, and shall provide an emergency contact telephone number or answering service.
      b. The Contractor shall respond to emergency service calls within four (4) hours of a call.

E. Safety Precautions: The Contractor shall comply with the rules and regulations of OSHA and the Department
of Labor. The Contractor shall be responsible for the safety, efficiency, and adequacy of materials, equipment,
and methods, and for any damage that may result from improper construction, maintenance, or operation. The
Contractor shall erect and maintain proper signage at all times, as required by the conditions and progress of
the work, proper safeguards for the protection of its employees and the public and shall post danger warnings
against any hazards created by glass operations.

9. PRICE SCHEDULE: (TO BE COMPLETED BY BIDDER): All bidders must complete and return the Price
Schedule identified as Attachment E. Failure to submit the price schedule provided may result in disqualification
in the bidding process.

   The rates provided must be “fully burdened” to include any ancillary expenses associated with project performance.
Transportation, travel time, soft costs, as well as other expenses, will not be paid for separately. This must be an
inclusive rate.

10. AWARD: An award will be made to the lowest responsive and responsible Bidder. Evaluation will be based on
net prices. Unit prices, extensions, and grand total must be shown. In case of arithmetic errors, the unit price will
govern. If a material discount is offered, it must be clearly shown in the space provided. Radford University reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

11. **OPTIONAL PRE-BID CONFERENCE:**
   A. An optional Pre-Bid Conference will be held **July 30, 2024, at 3:00 P.M. (EST)** in the Procurement Conference Room #231 located in the Armstrong Complex. The street address is 501 Stockton Street, Radford, VA 24142.

   While attendance at this conference will not be a prerequisite to submitting a bid, Bidders who intend to submit a bid are encouraged to attend. It is recommended you have a copy of the solicitation readily available to review during the conference.

   B. The purpose of the conference is to allow potential Bidders an opportunity to present questions and requests for clarification, with final responses provided in an IFB Addendum that will be published on [eVA - Virginia's eProcurement Portal](https://www.eva.virginia.gov). The Addendum will include any updates to the IFB, including changes as well as responses to questions presented.

**IN PERSON ATTENDANCE:**
For those who wish to attend in person, you may do so by coming to the Armstrong Complex, Conference Room #231. The street address is 501 Stockton Street, Radford, VA 24142.

**ZOOM ATTENDANCE** (Registration is required):
When: **July 30, 2024 at 3:00 P.M.** Eastern Standard Time (US and Canada)

Register in advance for this meeting: [https://radford.zoom.us/meeting/register/tJwrfu6qqTMsHNSwE5p_3YVFjruhGzeOnCYaY](https://radford.zoom.us/meeting/register/tJwrfu6qqTMsHNSwE5p_3YVFjruhGzeOnCYaY)

**PRE-REGISTRATION IS ENCOURAGED.** After registering, you will receive a confirmation email containing information about joining the meeting. Please allow a few extra minutes prior to the Pre-Bid Conference to complete registration and obtain the link to the meeting via email.

**RECORDING:** All sessions are recorded for transparency during the competitive competition process.

12. **BID OPENING:** Attendance at the public bid opening is not required. However, this is an opportunity for potential Offerors to participate in the public bid opening if desired.

   **IN PERSON ATTENDANCE:**
   For those who wish to attend in person, you may do so by coming to the Armstrong Complex, Conference Room #231. The street address is 501 Stockton Street, Radford, VA 24142.

   **ZOOM ATTENDANCE** (Registration is required):
   When: **September 12, 2024 at 3:00 P.M.** Eastern Standard Time (US and Canada)

   Register in advance for this meeting: [https://radford.zoom.us/meeting/register/tJUkcumqrzwsE9XQ320aK5lSSkl7Wx0jsGOU](https://radford.zoom.us/meeting/register/tJUkcumqrzwsE9XQ320aK5lSSkl7Wx0jsGOU)

   **PRE-REGISTRATION IS ENCOURAGED.** After registering, you will receive a confirmation email containing information about joining the meeting. Please allow a few extra minutes prior to the Public Bid Opening to complete registration and to obtain the link to the meeting via email.

   **RECORDING:** All sessions are recorded for transparency during the competitive competition process.
13. **INVOICES and PAYMENT:** Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email to acctspayable@radford.edu. Invoices shall be identified with the assigned contract number. It shall identify contract pricing for all good/services which payment is being requested. If submitting invoices by mail use the following address. **Email is the preferred method of invoice receipt.**

RADFORD UNIVERSITY  
ACCOUNTS PAYABLE  
POST OFFICE BOX 6906  
RADFORD, VA 24142-6906

Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods / services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act.

14. **COMMUNICATIONS:** Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement and Contracts Department at Radford University rejects all bids. Formal communications will be directed to the Contract Officer listed in 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 and Contracts Department representative may result in the offending Bidder’s bid being rejected.

15. **TERMS AND CONDITIONS:** This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions. See Attachment A.

16. **ATTACHMENTS:**

**Informative:**  
Attachment A – Terms and Conditions  
Attachment B – Standard Contract form  
Attachment C – Zone Map for Cooperative Contracts

**To be Returned:**  
Attachment D – Vendor Data Sheet (for references)  
Attachment E – Pricing Schedule
Attachment A

TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS: See: GENERAL TERMS AND CONDITIONS

II. ADDITIONAL TERMS AND CONDITIONS:

1. ADDITIONAL GOOD 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 contract.

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. Radford University, its authorized agents and/or 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 Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

4. CANCELLATION OF CONTRACT: Radford University 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 Invitation for Bid including all addendums thereof, the bid submitted by the Contractor, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

6. IDENTIFICATION OF BID ENVELOPE: The signed bid should be returned in a separate envelope or package and identified as follows:

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<th>From:</th>
<th>Name of Bidder</th>
<th>Due Date</th>
<th>Time Due</th>
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<tr>
<td>Street or Box Number:</td>
<td>Solicitation Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City, State &amp; Zip Code</td>
<td>Solicitation Title</td>
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<tr>
<td>Name of Procurement Officer:</td>
<td>Sheryl Sullivan</td>
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The envelope should be addressed to:
RADFORD UNIVERSITY
Procurement and Contracts Department
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142
The Bidder takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the bid to be disqualified. No other correspondence or other bids should be placed in the envelope.

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, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

   **If to the Contractor:** Address Shown on the IFB Cover Page  
   **Attention:** Name of Person Signing Bid

   **If to Radford University:**

   RADFORD UNIVERSITY  
   Procurement and Contracts Department  
   Attn: Contract Officers Name  
   P.O. Box 6885  
   501 Stockton Street  
   Radford, Virginia 24142

8. **PUBLIC POSTING:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified and mutually negotiated, as proprietary information will not be made public.

9. **REFERENCES:** Bidder shall provide a minimum of four references similar goods and/or services have been provided. Each reference shall include the name of the organization, complete mailing address, name of contact person, telephone number and email address.

10. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase 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.

### III. SPECIAL TERMS AND CONDITIONS:

1. **ACCEPTANCE PERIOD:** Any Proposal received in response to this solicitation shall be valid for SIXTY (60) days. At the end of the SIXTY (60) days the Proposal may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

2. **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 Radford University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.

3. **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.

4. **COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue until either a Contractor has been selected or the University Procurement and Contracts Department rejects all proposals. Formal communications shall be directed to the University Procurement and Contracts...
Department. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror’s proposal being rejected.

5. CONTRACTOR PERSONNEL: All employees of the Contractor shall comply with the rules, regulations, policies and procedures of Radford University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the Contractor is objectionable to the University that employee shall be removed by the Contractor from University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.

6. CONTRACTOR’S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor’s subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that there is clear title to all materials and supplies for which Contractor invoices for payment.

7. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. Radford University will not assume any responsibility for receiving these shipments. Contractor shall check with Radford University and make necessary arrangements for security and storage space in the building during installation.

8. 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.

9. INSURANCE: By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§2.2-4332 and 65.2-800 et seq of the Code of Virginia. The Offeror further certifies that the Contractor and any subcontractors 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.

INSURANCE COVERAGE AND LIMITS REQUIRED:
- Worker's Compensation - Statutory requirements and benefits.
- Employers Liability - $100,000.00
- Commercial General Liability - $1,000,000.00 per occurrence and $2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.
- Automobile Liability - $1,000,000 combined single limit.

The Contractor agrees to be responsible for, indemnify, defend and hold harmless Radford University, 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 Radford University, 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. ORDER PLACEMENT: The University does not place verbal orders for Goods and Services. The University may only place orders for Goods and Services by issuing a formal written Purchase Order in advance delivery of Goods and Services. If the Contractor provides Goods and Services prior to receipt of a formal written Purchase Order or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
11. **PARKING POLICY:** All Contractors’ vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid Contractor’s parking pass. A pass may be obtained by filling out an application for a Radford University Contractor’s Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to http://parking.asp.radford.edu/. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

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 Proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

14. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University for a period of FOUR (4) one-year periods, only under the terms and conditions of the original Contract. Price increases may be negotiated only at the time of renewal. Written notice of Radford University's intention to renew shall be given (approximately 90 day) prior to the expiration date of each Contract period.

**FOR ALL RENEWAL PERIODS UNDER THE CONTRACT:** If Radford University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional year shall not exceed the contract prices of the original Contract increased by no more than the percentage increase of the “Services” category of the CPI section of the Consumer Price Index of the United States Bureau of Labor Statistics, for the latest twelve months for which statistics are available, with a maximum CPI increase capped at no more than three percent (3.0%) per year.

15. **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. No work under this Contract will be permitted until the university is assured that the Contractor has an adequate safety program in effect.

16. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Radford University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Radford University 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.

17. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided, once an award is announced, all proposals/bids submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the
section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.

18. **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 Radford University by any other term of this solicitation. A copy of this warranty must be furnished with the Proposal.

19. **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.
This contract entered into this __ day of _____, 20__, by ____________________________, located at (insert complete physical address), hereinafter called the “Contractor” and Commonwealth of Virginia, Radford University, called the “Purchasing Agency or Radford University”, located at 801 East Main Street, Radford, VA. 24142.”

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:

2. **SCOPE OF CONTRACT:** The Contractor shall provide the _____________ to Radford University as set forth in the Contract Documents.

3. **TERM OF CONTRACT:** From _______________ through _______________ with __________ (number of years) year renewal options.

4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**
   - This signed Radford University Standard Contract. Document;
   - Radford University’s Invitation for Bid Rxx-xxx dated ____________, Addendum xxx dated ____________ (list all addendums in this format).
   - Contractor’s Bid signed and dated _______________

5. **COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents. (*Note: If advantageous you can list compensation here.)

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

CONTRACTOR:

Print Name: __________________________
Title: _______________________________
Signature: __________________________
Date: _______________________________

RADFORD UNIVERSITY

Print Name: __________________________
Title: _______________________________
Signature: __________________________
Date: _______________________________
Attachment C

Zone Map

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

List of member institutions by zones

<table>
<thead>
<tr>
<th>Zone 1</th>
<th>Zone 2</th>
<th>Zone 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Mason University (Fairfax)</td>
<td>James Madison University (Harrisonburg)</td>
<td>University of Virginia</td>
</tr>
<tr>
<td>Zone 4</td>
<td>Zone 5</td>
<td>Zone 6</td>
</tr>
<tr>
<td>University of Mary Washington (Fredericksburg)</td>
<td>Christopher Newport University (Hampton)</td>
<td>Virginia Commonwealth University (Richmond)</td>
</tr>
<tr>
<td>Zone 7</td>
<td>Zone 8</td>
<td>Zone 9</td>
</tr>
<tr>
<td>Longwood University (Farmville)</td>
<td>Virginia Military Institute (Lexington)</td>
<td>Virginia Tech (Blacksburg)</td>
</tr>
</tbody>
</table>

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

*Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid/offer nonresponsive.*

<table>
<thead>
<tr>
<th>Qualifications:</th>
<th>The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor’s Primary Contact:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>NAME:</strong></td>
<td><strong>PHONE:</strong></td>
</tr>
<tr>
<td><strong>Year’s in Business:</strong></td>
<td>Indicate the length of time you have been in business providing this type of good or service:</td>
</tr>
<tr>
<td><strong>YEARS:</strong></td>
<td><strong>MONTHS:</strong></td>
</tr>
<tr>
<td><strong>References:</strong></td>
<td>Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact.</td>
</tr>
<tr>
<td><strong>Company:</strong></td>
<td><strong>Contact:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong> ( )</td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> ( )</td>
<td></td>
</tr>
<tr>
<td><strong>Project:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Dates of Service:</strong></td>
<td><strong>$ Value:</strong></td>
</tr>
<tr>
<td><strong>Company:</strong></td>
<td><strong>Contact:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong> ( )</td>
<td><strong>Email:</strong></td>
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<tr>
<td><strong>Fax:</strong> ( )</td>
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<td><strong>$ Value:</strong></td>
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I certify the accuracy of this information.

Signed: ____________________________

Title: ____________________________

Date: ____________________________
Attachment E – Pricing Schedule

Attachment F is to be completed and submitted by the Bidder as part of a complete Bid. Bidder shall identify all costs associated with providing the goods/services as specified in this document. The Contractor agrees to provide the services in compliance with the Scope of Work and Terms and Conditions at the Firm Fixed Labor Rate as follows:

Labor:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Regular Time Per Hour</th>
<th>Overtime/Emergency Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Technician</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Material:
The Contractor will be paid for materials that are incorporated into the finished product at the current manufacturer’s published list price less the percentage discount allowed of ___________%.

If any material is provided that has no current manufacturer’s published price list available, the Contractor will be reimbursed by the University at the Contractor’s actual cost of the material.

**BID EVALUATION PROCEDURES:** Bids will be evaluated based on an estimated total.

This example is only intended to reflect the procedure to be used.

**Evaluation Tabulation:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimate Hours</th>
<th>Hourly Rate</th>
<th>Extended Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Technician (Regular Time)</td>
<td>500</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B. Technician (Overtime/Emergency)</td>
<td>75</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C. Materials</td>
<td></td>
<td></td>
<td>$ 1,000.00</td>
</tr>
</tbody>
</table>

Minus any discount provided (if no discount offered, enter zero here)

| Estimated Total Sum                |                 |             | $              |