



PROCUREMENT AND CONTRACTS

P.O. BOX 6885

501 STOCKTON STREET

RADFORD, VA 24142

REQUEST FOR PROPOSAL

R13-050

RADFORD UNIVERSITY BROADBAND INTERNET - TERM CONTRACT

MARCH 29, 2013



RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP

(VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS)



REQUEST FOR PROPOSAL RFP # R13-050

ISSUE DATE: March 29, 2013

TITLE: Radford University Broadband Internet

COMMODITY CODE: 83800; 91551; 91579;

ISSUING AGENCY: **RADFORD UNIVERSITY**
Procurement and Contracts
David E. Armstrong Complex, 501 Stockton St.
Post Office Box 6885
Radford, VA 24142-6885

**AGENCY WHERE WORK
WILL BE PERFORMED:** Radford University, Radford, VA.

PERIOD OF PERFORMANCE: Two years upon execution of contract with an additional 8 one- year renewal options

SEALED PROPOSALS DUE DATE/TIME: April 11, 2013 up to 2:00 PM. **PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME CANNOT BE ACCEPTED.**

All Questions should be received by the Department of Procurement and Contracts no later than April 9, 2013, 2:00pm:

QUESTIONS/INQUIRIES: E-mail all inquiries for information to: obussey@radford.edu

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO RADFORD UNIVERSITY, PROCUREMENT AND CONTRACTS, POST OFFICE BOX 6885, RADFORD, VA 24142. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: Radford University, Procurement and Contracts, David E. Armstrong Complex, 501 Stockton St., Radford, VA 24142.

In compliance with this Request for Proposals and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in SECTION XI, Pricing Schedule.

Legal Name and Address of Firm (Please Print):

	Date:	
	Signature:	
	Print Name:	
	Title:	
FEI/FIN/SS No.:	Telephone:	
eVA Vendor ID or DUNS No.:	Fax:	Email:

Check all that apply: ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Individual
☐ Woman-Owned ☐ Minority-Owned ☐ Small Business
Department of Minority Business Enterprise (DMBE) Certification No. and Expiration Date:
(www.dmbv.virginia.gov) for additional information.

Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Contents

I.	Purpose	3
II.	Background	3
III.	Statement of Needs	4
IV.	Proposal Preparation and Submission Requirements	5-10
V.	Evaluation and Award Criteria	11
VI.	General Terms and Conditions, Attachment C	11
VII.	Special Terms and Conditions	11
VIII.	Reporting and Delivery Requirements	11-12
IX.	RFP Schedule	12
X.	Method of Payment	12
XI.	Pricing Schedule	13
XII.	Attachments	14-32
	A – Vendor’s Data Sheet	
	B – Special Terms and Conditions	
	C – General Terms and Conditions	
	D – Sample Standard contract	
	E – Diagram: Current Fiber Path from Radford University to Virginia Tech	

I. PURPOSE: Radford University, (hereinafter referred to as “RU”, or “the University”), an agency of the Commonwealth of Virginia, is seeking to enhance the bandwidth available to the University campus community. Radford is seeking qualified contractors that can provide a reliable high speed Internet connection to Radford University. This connection will be one of two primary connections utilized to provide Internet connectivity to Radford University. The University reserves the right to make multiple awards in order to provide a robust reliable Internet connection for the campus. This is a cooperative solicitation to include but not be limited to all Virginia Association of State College & University Purchasing Professionals (VASCUPP) schools, New River Community College, Radford City and Radford City Schools.

II. BACKGROUND:

Nestled in the New River Valley of the Blue Ridge Mountains in Radford, Virginia, Radford University is student-centered and focused on providing outstanding academic programs for its more than approximately 9,500 students and 1,500 faculty and staff. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful campus, the University offers many opportunities to get involved and succeed in and out of the classroom.

RU currently spreads bandwidth across two separate Internet connections. One of these connections is a 550 Mb/s connection provided via a partnership with Virginia Tech (VT). This connection utilizes a dark fiber connection between Radford University and Virginia Tech. (See the diagrams in Attachment E, Current Fiber Path from Radford University to Virginia Tech) RU utilizes a 200 Mb/s connection via another provider as a secondary connection which we hope to replace via this solicitation. Traffic is split between these connections and BGP routing allows for automatic failover in the event that one of these connections is unavailable. RU currently uses a packet shaper to shape bandwidth as needed over these two connections.

RU has an IPV4 address assignment of 137.45.0.0/16, IPV6 address assignment of 2620:10C:D000::/44 and BGP ASN Number 13783 and thus does not need the vendor to provide these items.

As stated in the University’s Strategic Plan, **7-17, Forging a Bold New Future**, the mission of the institution is as follows:

Radford University serves the Commonwealth of Virginia and the nation through a wide range of academic, cultural, human service, and research programs. First and foremost, the University emphasizes teaching and learning and the process of learning in its commitment to the development of mature, responsible, well-educated citizens. RU develops students’ creative and critical thinking skills, teaches students to analyze problems and implement solutions, helps students discover their leadership styles, and fosters their growth as leaders. Toward these ends, the University is student-focused and promotes a sense of caring and of meaningful interaction among all members of the University community. Research is viewed as a vital corollary to the teaching and learning transaction as it sustains and enhances the ability to teach effectively. Radford University believes in the dynamics of change and has strong commitment to continuous review, evaluation, and improvement in the curriculum and all aspects of the University, so as to meet the changing needs of society.

In the *U.S. News and World Report’s 2010 Guide to America’s Best Colleges*, Radford University was named one of the nation’s “Top Up-and-Coming Schools”. The University has continued its rise in these rankings, moving from 51st in 2005 to 38th in 2011 in the south for seven consecutive years. Additionally, in the past year the University was named in the *Princeton Review’s Guide to 286 Green Colleges* as well as Blue Ridge Outdoors’ list of the greenest colleges in the Southeastern United States.

III. STATEMENT OF NEEDS:

The Contractor shall furnish all labor, materials, equipment, supervision, etc. to provide services to Radford University as stated in this *Statement of Needs*.

A. Detailed Needs

Internet Bandwidth continues to grow at a rate of 50-60% each year. Due to this rapid growth, RU desires to partner with a vendor that can provide a robust and reliable Internet connection that can be easily and quickly scaled as bandwidth needs grow. RU desires to partner with a vendor for a scalable solution that provides the University with transport and commodity Internet connectivity that enables 99.9% availability. The initial connection speed will depend on pricing, but RU desires to start with a connection speed of 500 Mb/s.

In addition, RU would like to strengthen its network connectivity to Virginia Tech, New River Community College and other regional partners to continue to expand the ability to share resources and would thus like vendors to provide options and routes for two diverse routes for a Dark Fiber IRU between RU and Virginia Tech.

RU would also like pricing for a 1 Gb/s VLAN circuit within your network coverage area. RU may choose to connect to VT or other regional sites or RU facilities not on the main campus via a VLAN circuit instead of or in addition to a dark fiber IRU.

B. Possible Connection Locations

Vendor should include the planned location[s] and any other available locations they can connect to the RU campus in their proposal. Radford University does not have individual street address for every building on campus, so you may use the campus map to help determine the location of these buildings. Campus map may be obtained at the following website:

<http://www.radford.edu/content/it/home/business-services/parking.html>

Several possible locations with current facilities for connections include

1. 501 Stockton Street, Radford, VA 24142
2. 600 Tyler Avenue, Radford VA 24142
3. Jefferson Hall, Radford VA 24142 (Verizon Address Location: AHN:1, Radford University, Radford, VA 24142, Radford University, TAR CODE: 610 244)

C. Technical Response Requirements

Proposals should include the following detailed technical information.

- An overview of your proposed path for Internet connectivity along with what portions of this path are buried vs. aerial.
- An overview of the location where your connection will connect to the Internet backbone.
- A copy of your service level agreement, specifically including details concerning outages
- Contact information and hours of operation for your Network Operations Center.
- Timeline for installation and acceptance testing
- A summary of the timeline required for any future upgrades to a higher bandwidth.
- An overview of how your connection can be scaled beyond 1 Gb/s if needed up to 10 Gb/s in the future if necessary.
- Optional pricing for any SIP telephone connectivity options you have over this connection. Please describe what services are available as part of this SIP offering.
- Optional monthly pricing for a 1 GB VLAN circuit within your network footprint and an overview of your network footprint where these services would be available.
- Optional path for two diverse Dark Fiber IRU connections from RU to VT along with standard pricing for other dark fiber within your coverage area. Your proposal should include the timeline to active this proposed dark fiber path.
- Any agreements or documents that you will require to be included in a resulting contract with Radford University.

Reference Attachment E for a diagram showing current fiber path from Radford University to Virginia Tech –

IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A GENERAL REQUIREMENTS:

1. RFP Responses: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP. One (1) original and four (4) copies** of the proposal must be submitted to the issuing Purchasing Agency. **In addition, the Offeror should submit with the hard copies of the proposal, an electronic copy of the proposal on a CD or disk.** No other distribution of the proposal shall be made by the Offeror. **Note: The Offeror shall not include any proprietary information in the electronic copy of the proposal.**
2. **To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the Radford University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**
3. Proposal Presentation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. *The original proposal must be clearly marked on the outside of the proposal.* All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency 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 the Purchasing Agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. All information requested by this Request for Proposals on the ownership, utilization, and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Contractors proposals.
 - 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 placed 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, sub letter, 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 sub letter 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 the RFP requirements are specifically addressed.
 - d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to Radford University 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, the Offeror must invoke the protections of Section 2.2-4342 F of the *Code of Virginia*, in writing either before or at the time the data or other material is submitted. **The outside of**

the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g., Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e., words, figures or paragraphs) that contain proprietary or trade secret material must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

- e. Provide a written statement with the firm's proposal that its principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that legal counsel has reviewed and approved the firm's entire proposal prior to submission to the university.
4. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State Agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiations. The Issuing State Agency will schedule the time and location of these presentations. Oral presentations are an option of the Purchasing Agency and may or may not be conducted.

RU expects offerors who are invited to give an oral presentation will utilize the person or persons who will be working on the project to make the presentation so quality and experience of the contractor's staff can be evaluated prior to making the selection. Should presentations be required they will be scheduled for (PROVIDE DATE) . These dates are critical and alternative dates will not be available so please allow for proper scheduling.

B SPECIFIC PROPOSAL REQUIREMENTS: Proposals should be as thorough as possible to allow the University to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors are required to submit the following items as a complete proposal:

1. The return of the RFP cover sheet and addenda acknowledgements, if any, signed, and filled out as required.
2. Approach and specific plans to achieve desired results including but not limited to all items listed in section III – B (Technical Response Requirements)
3. Qualifications and experience of the firm in providing services, including an organizational chart, individual qualifications and duties, etc.
4. Provide references from at least four entities where contractor has provided similar services. See Attachment "A" - VENDOR DATA SHEET.
5. Cost of services. This should include financial information such as labor costs, overhead, contingency budgets, etc.

C PARTICIPATION, SMALL BUSINESS, BUSINESSES OWNED BY WOMEN, BUSINESSES OWNED BY MINORITIES.

The Offeror must submit the following three sets of data for small businesses, women-owned businesses, and minority-owned businesses:

- Ownership;
- Utilization of small, women-owned, and minority-owned businesses for the most recent 12 months; and
- Planned involvement of small businesses, women-owned businesses and minority-owned businesses on the instant procurement.

1. Participation by Small Businesses:

- a. Offeror certifies that it () is, () is not, a small business concern. For the purpose of this procurement, a small business is a concern including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.
- b. List small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From _____ To _____

FIRM NAME ADDRESS, & PHONE NUMBER	CONT ACT PERSON	TYPE OF GOODS / SERVICES	\$ AMOUNTS	% TOTAL COMPANY EXPENDITURES FOR GOODS & SERVICES

- (c) Describe Offerors plans to involve small businesses in the performance of this contract, either as part of a joint venture, as a partnership, as subcontractors, or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME ADDRESS, & PHONE NUMBER	CONT ACT PERS ON	TYPE OF GOODS / SERVIC ES	\$ AMOU NTS	% OF TOTAL CONTRACT

2. Participation by Businesses Owned By Women:

- (a) Offeror certifies that it () is, () is not, a woman's business enterprise or women-owned business. For the purpose of this procurement, a women-owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.
- (b) List businesses owned by women with whom the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From _____ To _____

FIRM NAME ADDRESS, & PHONE NUMBER	CONT ACT PERS ON	TYPE OF GOODS / SERVIC ES	\$ AMOUN TS	% TOTAL COMPANY EXPENDITURE S FOR GOODS & SERVICES

- (c) Describe Offerors plans to involve businesses owned by women in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors, or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME ADDRESS, & PHONE NUMBER	CONT ACT PERS ON	TYPE OF GOODS/ SERVICES	\$ AMOU NTS	% OF TOTAL CONTRA CT

3. Participation by Businesses Owned By Minorities:

- (a) Offeror certifies that it () is, () is not, a minority business enterprise or minority-owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons include, but are not limited to: Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- (b) List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From _____ To _____

FIRM NAME ADDRESS, & PHONE NUMBER	CONTA CT PERSO N	TYPE OF GOODS / SERVIC ES	\$ AMOU NTS	% TOTAL COMPANY EXPENDITURE S FOR GOODS & SERVICES

- (c) Describe Offerors plans to involve minority businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors, or as suppliers.

Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME ADDRESS, & PHONE NUMBER	CONTRACT PERSON	TYPE OF GOODS/ SERVICES	\$ AMOUNTS	% OF TOTAL CONTRACT

Definitions for Goods and Nonprofessional Services:

- Period is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.
- Firm Name, Address and Phone Number is the name, address and business phone number of the small business, women-owned business or minority-owned business with which the Offeror has contracted or done business over the specified period or plans to involve on this contract, as applicable.
- Contract Person is the name of the individual in the specified small business, women-owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.
- Type Goods or Services is the specific goods or services the Offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contract, as applicable. **The Offeror will asterisk (*) those goods and services that are in the Offerors primary business or industry.**
- Dollar Amount is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this contract, as applicable.
- % Total Company Expenditures for Goods and Services is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Offeror over the specified period for goods and services.
- % of Total Contract is calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total Offeror estimated price of this contract.

V EVALUATION AND AWARD CRITERIA:

- A **Evaluation Criteria:** Proposals will be evaluated for full compliance with the RFP requirements and the mandatory terms and conditions set forth within the RFP document. The objective of the Evaluation Committee will be to select the contractor that is most responsive to the herein described needs of Radford University.

The proposals will be evaluated by Radford University using the following evaluation criteria and points.

	Evaluation Criteria	Points
1	Diversity from Existing Path	20
2	Service Level Agreement	20
3	Ability to Quickly Upgrade Bandwidth	20
4	Participation of Small Businesses and Businesses Owned by Women and Minorities	20
5	Cost based on the installation cost, monthly transport and 500 Megabits of Bandwidth for 2 years.	20
	Total	100

VI **GENERAL TERMS AND CONDITIONS:** See Attachment "C"

VII **SPECIAL TERMS AND CONDITIONS:** See Attachment "B"

VIII REPORTING AND DELIVERY REQUIREMENTS:

- A **Participation of Small Businesses and Businesses Owned By Women and Minorities:** The Contractor must provide a semi-annual progress report to the University by July 25 (for period January-June) and January 25 (for period July-December) of each contract year concerning any payments made by the Contractor to small, women-owned, and minority-owned businesses relating to this contract. These semi-annual reports will specify the name, address and phone number with which the Contractor has contracted with over the specified semi-annual period; a contact person at that businesses who has knowledge of the specified information; the type of goods and/or services provided during the reporting period; and the total amount paid to that business during the reporting period relating to this contract.

This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses. A suggested format is as follows:

Business Class: _____

Period: From: _____ to _____

FIRM NAME, ADDRESS & PHONE NUMBER	CONTACT PERSON	TYPE OF GOODS/SERVICES	\$ AMOUNT

The Contractor shall submit the semi-annual report to:

Radford University
Albert Mah
Director of Contract Administration and Supplier Diversity
Post Office Box 6885
Radford, VA 24142-6885
amah@radford.edu

IX RFP SCHEDULE (Subject to change):

Issue RFP:	March 29, 2013
Advertise to Post:	March 29, 2013
Questions Due to Procurement and Contracts:	April 9, 2013
Proposals Due:	April 11, 2013
Proposals To Committee:	April 11, 2013
Proposal Review & Scoring:	April 16, 2013
Scores to Procurement and Contracts:	April 16, 2013
Oral Presentations (if required):	April 22, 2013
Negotiations:	April 29, 2013
Best and Final:	May 1, 2013
Award:	May 6, 2013
Contract Start:	May 8, 2013

- X **METHOD OF PAYMENT:** The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices. 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. Mail or Email Invoice(s) to:

**RADFORD UNIVERSITY
ACCOUNTS PAYABLE
POST OFFICE BOX 6906
RADFORD, VA 24142-6906
accts payable@radford.edu**

XI. PRICING SCHEDULE: Offerors shall identify **all** costs associated with providing the services as specified in this document. The Contractor agrees to provide the services in compliance with the scope of service and terms and conditions as the firm fixed price as follows:

Please provide pricing for all of the available options for your service. Radford University will choose the amount of Bandwidth purchased based on the available budget and cost of service.

For evaluation of this bid, pricing will be calculated based on the installation cost, monthly transport and 500 Megabits of Bandwidth for 2 years.

Description	Cost
One Time & Installation/Setup Fees	
Monthly Transport	
Monthly Bandwidth 200 Megabits Per Second	
Monthly Bandwidth 300 Megabits Per Second	
Monthly Bandwidth 400 Megabits Per Second	
Monthly Bandwidth 500 Megabits Per Second	
Monthly Bandwidth 600 Megabits Per Second	
Monthly Bandwidth 700 Megabits Per Second	
Monthly Bandwidth 800 Megabits Per Second	
Monthly Bandwidth 900 Megabits Per Second	
Monthly Bandwidth 1000 Megabits Per Second	
Monthly Bandwidth Above 1000 Megabits Per Second	
Optional: Monthly SIP Circuit Over Connection	
Optional: Monthly Pricing for per end for a 1 Gb/s VLAN connection within your network. (Note a VLAN from RU to VT would require 2 ends. One at RU and one at VT)	

Optional: 15 Year Dark Fiber IRU

RU would like to establish diverse paths for connectivity between RU and Virginia Tech to allow further sharing of resources. Please provide pricing for two separate paths from RU to VT and include a map of the fiber routes for each path. In addition please provide standard pricing for dark fiber within your coverage area.

Cost Per Strand Mile for 15 Year IRU	
Annual Operating and Maintenance Per Strand Mile	

XII. ATTACHMENTS:

- A. Vendor Data Sheet**
- B. Special Terms and Conditions**
- C. General Terms and Conditions**
- D. Standard Contract Form, sample**
- E. Diagram Current Fiber Path to Connect with Virginia Tech**

**ATTACHMENT A
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.

Qualifications: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

Vendor's Primary Contact:

NAME:

PHONE:

Year's in Business: Indicate the length of time you have been in business providing this type of good or service: **YEARS:**
MONTHS:

References: 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.

Company:	Contact:
Phone: ()	Email:
Fax: ()	
Project:	
Dates of Service:	\$ Value:

Company:	Contact:
Phone: ()	Email:
Fax: ()	
Project:	
Dates of Service:	\$ Value:

VENDOR DATA SHEET

Company:	Contact:
Phone: ()	Email:
Fax: ()	
Project:	
Dates of Service:	\$ Value:

Company:	Contact:
Phone: ()	Email:
Fax: ()	
Project:	
Dates of Service:	\$ Value:

I certify the accuracy of this information.

Signed: _____

Title: _____

Date: _____

Attachment – B
Special Terms and Conditions

1. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, 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 its advertising or product literature that Radford University has purchased or uses any of its products or services, and the contractor shall not include Radford University in any client list in advertising and promotional materials.
2. **ASSIGNMENT OF CONTRACT**: The contractor cannot assign a contract in whole or in part without the prior written consent of the University.
3. **AUDIT**: The contractor shall 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. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
4. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**: A contractor organized as a stock or non-stock corporation, limited liability company, business, trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.
5. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the 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.
6. **AWARD TO MULTIPLE OFFERORS**: 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 Proposals, including price, if so stated in the Request for Proposals. Negotiations shall 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, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The University reserves the right to make multiple awards as a result of this solicitation. The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, 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 the solicitation and the contractor's proposal as negotiated.
7. **BEST AND FINAL OFFER**: At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
8. **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 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 contract of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9. **CODES AND STANDARDS:** All materials, equipment, and installation work shall be in compliance with specifications contained herein and all applicable codes and standards to include the Virginia Uniform Statewide Building Codes.
10. **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.
11. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
12. **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 Ed Oakes.
13. **CONTRACT PARTICIPATION:** 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* (copy available at <https://vascupp.org/rules.pdf>). Cooperative Procurement, it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. This cooperative solicitation to include but not be limited to all Virginia Association of State College & University Purchasing Professionals (VASCUPP) schools, New River Community College, Radford City and Radford City Schools, and 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(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify the lead-issuing institution 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(s) 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.

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

Please contact the buyer for additional information.

14. **CONTRACTOR PERSONNEL:** All employees of the contractor shall comply with the rules and regulations of the 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 the University grounds and shall not again be employed by the contractor on University grounds until approved by the University.

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

Contractor Name: _____ Subcontractor Name: _____

License No. _____ Type: _____

16. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the bidder/offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more the bidder is to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesman license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No.: _____ Specialty: _____

Licensed Class B Virginia Contractor No.: _____ Specialty: _____

Licensed Class C Virginia Contractor No.: _____ Specialty: _____

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the University in writing when requested to do so before or after the opening of the bid/proposal, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950) as amended, and his bid/proposal will not be considered.

17. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor 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 he has clear title to all materials and supplies for which he invoices for payment.

18. **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. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

19. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS (Effective May 1, 2012):** The solicitation/contract will result in 1 original and potentially 8 renewal purchase order(s) with the eVA transaction fee specified below assessed for each order:
- A. for orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - B. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Business: 1% Capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1% Capped at \$1,500 per order.
 - C. For orders issued July 1, 2011 through June 30, 2013, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 0.75% Capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 0.75% Capped at \$1,500 per order.
 - D. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1% Capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1% Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments, (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is a gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

20. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative 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.

21. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Offeror:	RFP# R13-050
Address:	Due Date: April 11, 2013 Time: up to 2:00pm
	RFP Title: Broadband Internet
City, State, Zip Code	Contract Officer: Orlena Bussey

This envelope should be addressed as directed on the Request For Proposal Face Sheet of this solicitation. If a proposal not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other offers should be placed in the envelope.

22. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the issuing agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
23. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Issuing Agency by the designated date and hour. The official time used in the receipt of proposal is that time on the automatic time stamp machine in the Issuing Agency. Proposals received in the Issuing Office after the date and hour designated are automatically disqualified and will not be considered. **The University is not responsible for delays in the delivery of mail by the U.S. Postal Office, private couriers, or the interuniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.**
24. **LICENSE/REGISTRATION:** The contractor shall possess and maintain through the period of the contract performance, all licenses required by Federal or Commonwealth of Virginia Laws or Regulations for the performance of any and all work required by this contract. Contractor shall provide written proof of licensing/registration when requested by the University.
25. **PROMPT PAYMENT DISCOUNTS:** Radford University will pay within ____ days after acceptance. A prompt payment discount offered for prompt payment of () calendar days or longer will be calculated in determining net low bid.
26. **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.
27. **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 skills 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.
28. **PUBLIC POSTING OF COOPERATIVE CONTRACTS:** Radford University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
29. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal 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 until the solicitation is canceled.
30. **REFERENCES:** Bidder shall provide a list of at least four (4) 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.
31. **RENEWAL OF CONTRACT:** This contract may be renewed by Radford University as negotiated.

32. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- A. It is the goal of the Commonwealth that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Businesses, a Women-Owned Business or a Minority-Owned Businesses unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If a small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, minority-owned), and type of product/service provided. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.**
- B. Each prime contractor who wins an award in which the provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.** **(Buyers should be sure to attach form S001 as Attachment to any solicitation where these Special Terms and Conditions are used. This is required in solicitations where the value is over \$100,000 or where a small business subcontracting plan is a condition of award (i.e. RFP's as there are 20 points assigned to this criterion or IFB's with a potential value of \$100,000 or greater)**

33. SPECIAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discount immediately to the University during the term of the contract. Such notices shall also advise the duration of the specific sale or discount price.

34. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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 its subcontractor(s) and shall assume compliance with all requirements of the contract.

35. TRADE SECRETS/PROPRIETARY INFORMATION: Trade secrets or proprietary information submitted by a bidder or contractor in connection with this procurement transaction are not subject to public disclosure under the Virginia

Freedom of Information Act. However, to prevent disclosure a bidder or contractor must invoke the protection of § 2.2-4318 of the *Code of Virginia*, in writing either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reason 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 secrets or proprietary information. **The classification of an entire bid document, line items prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the bid.**

36. 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.*

37. WORK SITE DAMAGES: Any damage to existing utilities, equipment of finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the contractor's expense.

ATTACHMENT C
COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS – RADFORD UNIVERSITY

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the *Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor's* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the University Procurement and Contracts Office and may also be viewed at <https://vascupp.org>.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Governing Rules, §56*).
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 9 & 10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules, §35*).

In every contract over \$10,000 the provisions in 1. And 2. Below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provision of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment; loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University and the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:**
1. **(For Invitation For Bids):** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection for the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 2. **(For Request For Proposals):** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted to the contractor directly to:

**RADFORD UNIVERSITY
ATTN: ACCOUNTS PAYABLE
PO BOX 6906
RADFORD, VA. 24142
Email: acctspayable@radford.edu**

All invoices shall show the state contract number and/or purchase order number, social security (for individual contractors) or the federal employer identification number (for proprietorships, Partnerships, and Corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods and services provided under this contract or purchase order, that are to be paid with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Governing Rule §53.*)

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment record for work performed by the subcontractor(s) under the contract; or
- 2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise prohibited under the terms of the contract) on all amounts owed by contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of Any payment by U.S. Mail is deemed to be payment to the addressee. These provisions Apply to each sub-tier contractor performing under the primary contract. A contractor's Obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be accessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS*. APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed in provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fails to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract, or if there is none, in accordance with the disputes clause provisions of the *Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage 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 § 25 of the *Governing Rules*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in number of employees that change their workers' compensation requirements under the *Governing Rules* during the course of the contract shall be in noncompliance with the contract.
- Employer's Liability - \$ 100,000.
- Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia **must** be name as an additional insured and so endorsed on the policy.

* If contract is for parking facilities and garages for motor vehicle maintenance. These coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of the procurement officer, these limits and coverage are no warranted for the goods and services being procured, the Division of Risk Management should be contacted.
- Automobile Liability - \$1,000,000 per occurrence (Only used if motor vehicle is to be used in the performance of the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those serves as follows:

Professional Service	Limits
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos, Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals or Health Maintenance Organizations)	\$1,800,000 per occurrence, \$3,000,000 aggregate NOTE: Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2007 - \$1,925,000 July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <u>Code of Virginia</u> .
Insurance Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Professional Service	Limits

Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate
<p>*When Used: FOR CONSTRUCTION SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED. Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. When soliciting one of the Professions/Services listed above the specific profession/service referenced in the bid/offer shall apply. When not soliciting any of the professions/services in the bid/offer they will not apply to the solicitation.</p>	

R. **ANNOUNCEMENT OF AWARD:** Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, possession or use of any controlled substance or marijuana during the performance of the contract.

T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. **EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (Effective May 1, 2012):** The eVA electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the

Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth should participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders/offerors are encouraged to register in eVA. Failure to register may result in the bid/offer being rejected if it is in the best interest of the University.

Effective July 1, 2011, vendor registration-renewal fees have been discontinued. Registration options are as follows:

- a. **eVA Basic Vendor Registration Service:** eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. **eVA Premium Vendor Registration Service:** eVA Premium Vendor Registration Services includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - DMBE-certified Small Businesses: 1% capped at \$500 per order.
 - Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - Businesses that are not DMBE-certified Small Businesses: 0.75% capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

You are required to register through the eVA website at (www.eva.virginia.gov). Click on the "Vendor" tab and follow the registration instructions. **If you need assistance or on line directions please contact Radford University at (540) 831-5429.**

W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer in U.S. dollars.

ATTACHMENT D



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number:

This contract entered into this ___ day of _____, 20___, by _____, hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- 1) This signed form;
- 2) The following portions of the Request for Proposal dated _____;
 - a. The Statement of Needs,
 - b. The General Terms and Conditions,
 - c. The Special Terms and Conditions together with any negotiated modification of those Special Conditions;
 - i. Attachment _____, Dated _____
 - ii. Attachment _____, Dated _____
- 3) The Contractor's Proposal dated _____ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

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

CONTRACTOR:

PURCHASING AGENCY: RADFORD UNIVERSITY

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ATTACHMENT E
Current Fiber Path from RU to VT

Radford University currently leases dark fiber along the green path shown in this diagram to establish a connection with Virginia Tech. This fiber leaves the New River Valley Mall and then travels over the route shown in the second image to meet up with Virginia Tech at 840 Plantation. Vendor should optionally include in their response a path for two diverse Dark Fiber IRU connections from RU to VT along with standard pricing for other dark fiber within your coverage area. This response should include the timeline to active this proposed dark fiber path.

