



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: RU19012

This contract entered into this 1st day of January, 2019, by Northwest Hardware Company, Incorporated ("Northwest"), located at 2303 Williamson Road, Roanoke, VA 24012, hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency, located at 801 East Main Street, Radford, VA. 24142."

- I. **WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
- II. **SCOPE OF WORK:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.
- III. **TERM OF CONTRACT:** From Execution of Contract, defined as signature by Radford University, through September 30, 2020 with eight (1) year renewal options or as negotiated, to include all contractual provisions contained herein.
- IV. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**
 - A. This signed form (Radford University Commonwealth of Virginia's Standard Contract inclusive of Commonwealth of Virginia General Terms and Conditions-Radford University and Special Terms and Conditions).
 - B. Radford University's Request for Proposal (RFP) R18-007 dated February 27, 2018, Addendum 1 dated March 16, 2018. (Attachment A);
 - C. Contractor's Proposal signed and dated March 27, 2018 (Attachment B);
 - D. Contractor's supplemental contract correspondence (Attachment C); (e.g., clarification and negotiation points) dated as follows:
 1. **Questions/Negotiation Points Dated April 27, 2018**
 - E. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event of a conflict between the above listed documents in this Section IV, (items A. through D.) the following order of precedence shall govern:
 - A. Standard Form Contract
 - B. Radford University's Request for Proposal (RFP) R18-007

- C. Contractor's Proposal
- D. Contractor's supplement contract correspondence.

V. FINANCIAL CONSIDERATIONS:

A. CONTRACTOR POINT OF CONTACT:

Eddie Hopkins, Dublin Store Manager
Store Phone # 540-674-5100
Cell Phone # 540-529-7351
Fax # 540-674-1300
Email: nwdublin@yahoo.com

Bucky Cruff, Dublin Store Assistant Manager
Same information as above, no cell phone #

Randy Peregoy, Account Manager
Cell Phone # 540-676-5677
Email: rperegoy.northwest@gmail.com.

Vance Overstreet, Vice President
Office Phone # 540-362-1868
Cell Phone # 540-808-8058
Email: northwestvance@gmail.com

- B. **PRICING STRUCTURE BY ZONE:** Northwest has submitted 10% discount off retail prices to include all Zones on all commodities or supplies in their stores or from the acehardware.com website.
- C. **SHIPPING:** Northwest offers free delivery service for Zone 8 orders that are \$250.00 or above after discount. There is a \$25.00 delivery fee for orders below \$250.00. All other zones will have to negotiate shipping costs with Northwest.
- D. **PRODUCT AND PRICING SCHEDULES:** The item categories discount shall be valid through the initial term of the contract and any subsequent renewals; however, volume discounts can be negotiated at any time during the contract.
- E. **RETURN POLICY:** Northwest has a 30-day return policy. There is not a restocking fee associated with any returns.
- F. **PURCHASE ORDERS:** Northwest Supply Company, Inc.

Northwest Supply Company, Inc.
2303 Williamson Road
Roanoke, VA 24012

- G. **INVOICING AND PAYMENT:** The Contractor shall submit a fully itemized invoice referencing the entity's purchase order number, material description, quantities and unit

prices. Payment will be made thirty days after receipt of correct invoice(s) for the amount of payment due, or thirty days after receipt of goods and/or services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act. For Radford University, mail or email invoice(s) to:

RADFORD UNIVERSITY
ACCOUNTS PAYABLE
POST OFFICE BOX 6906
RADFORD, VA 24142-6909
EMAIL: acctspayable@radford.edu (preferred method)

Other entities may have different methodologies regarding invoicing/payment. Each entity is responsible for negotiating their own invoicing/payment options/terms.

- VI. **CONTRACT ADMINISTRATION:** Radford University's Contract Administrator is the Warehouse Manager. This position is 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 contracts. If such changes are required, the Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator.

Each entity electing to use this cooperative contract is responsible for executing their own purchase orders, following up with the contractor regarding order discrepancies, as well as day-to-day problem solving. Radford University will not be responsible for acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

VII. **COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:**

1. **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. In addition, the manual may be accessed electronically at <https://vascupp.org> or a copy can be obtained by calling Procurement and Contracts at (540) 831-6097.
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this 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 without the prior written consent of the University.
3. **ANTI-DISCRIMINATION:** By submitting their proposals, 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 § 10 of the Rules Governing Procurement. 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, §6).

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.
4. **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.
5. **ANNOUNCEMENT OF AWARD:** Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, Radford University will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.
6. **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 University 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). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

7. **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.
8. **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 University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
9. **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.
(The clause has been modified to remove reference to the VPPA. PIM 27 added this clause to meet requirements of Code of Virginia § 2.2-4311.2 regarding businesses authorized to transact business in the Commonwealth.)
10. **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 agreement.
11. **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.
12. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree 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 University 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 University 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 University'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 University with all vouchers and records of expenses incurred and savings realized. The University 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 University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail 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 University or with the performance of the contract generally.
13. **CONTROLLING VERSION OF SOLICITATION:** The PDF version of the solicitation and any addenda issued by Radford University's Procurement and Contracts Department is the mandatory controlling version of the document. Any modification to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Radford University's Procurement and Contracts Department. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Radford University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
14. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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.
15. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, 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.

16. **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.

17. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their 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.
18. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal [eVA Electronic Virginia Portal](#) 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 by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

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

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [eVA Electronic Virginia Portal](#)

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. (*Updated by DP&S July 1, 2014).

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.

19. **eVA ORDERS AND CONTRACTS (Effective July 6, 2015)**: The solicitation/contract will result in one or more purchase order(s) with the applicable eVA transaction fee assessed for each order. Vendors desiring to provide goods and/or services to the Commonwealth shall 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 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. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their proposals, 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.
21. **INSURANCE**: By signing and submitting a proposal under this solicitation, the 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 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 and \$2,000,000 in the aggregate. 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.

- Automobile Liability - \$1,000,000 combined single limit (Required if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

22. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** Failure to submit a response on the official state form provided for that purpose may be a cause for rejection of the response. Modification of or additions to the General Terms and Conditions of the solicitation may be cause of rejection of the response; however, the University reserves the right, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

23. **NONDISCRIMINATION OF CONTRACTORS:** A 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 offeror employs ex-offenders unless the university, 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 form 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.

24. **PAYMENT:**

1. **Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Radford University's payment address is as follows:

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

- 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 the University 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 University 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 as specified in the contract documents and 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 substantial 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 University or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

25. **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.
26. **PRICING CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer in U.S. dollars.
27. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the 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 offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the services and/or furnish the goods contemplated therein.
28. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption number is 54-73-0076K.
29. **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.
30. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided, once an award is announced, all proposals submitted to this RFP 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.*

VIII. SPECIAL TERMS AND CONDITIONS:

1. **ACCEPTANCE PERIOD:** Any proposal submitted in response to this solicitation shall be valid for 180 days. At the end of the 180 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 canceled.
2. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods and services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services as negotiated under the same 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 that are newly introduced during the term of this contract. Such additional goods and services will be provided to the University at favored nations pricing. The exact pricing of these good and services will be determined at the time of procurement.
3. **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.
4. **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.
5. **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.
6. **PUBLIC POSTING OF COOPERATIVE CONTRACTS:** 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 as proprietary information will not be made public.
7. **REFERENCES:** Offeror 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.

8. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for up to nine (9) successive one-year periods under the terms and conditions of the original contract. Changes to the list pricing may be negotiated only at the time of renewal. Written notice of the University's intention to renew should be given approximately 90 days prior to the expiration date of each contract period.

9. **SMALL BUSINESS SUBCONTRACTING:**

- It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DSBSD-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 DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No 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 Small Business and Supplier Diversity (DSBSD) by the due date for receipt of 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 DSBSD 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.**
- 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 University 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 DSBSD certification number of 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 University. The University reserves the right to pursue other appropriate remedies to include but not be limited to, termination for default.
- Each prime Contractor who wins an award valued over \$200,000 shall deliver to the University with every request for payment, information on use of subcontractors that are not DSBSD-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.**

10. **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.
 11. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrants that the price offered for FOB Destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
 12. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type character of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring the proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.
 13. **WARRANTY (COMMERCIAL):** The Contractor agrees that the goods 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 goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- IX. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38-88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the *"Governing Rules"* and the *Purchasing Manual for Institutions of Higher Education and Their Vendors.*"

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

CONTRACTOR: Northwest Hardware Company, Inc.
Print Name: WALTER R VANCE
Title: President
Signature: [Handwritten Signature]
Date: 12/13/18

PURCHASING AGENCY: RADFORD UNIVERSITY
Print Name: Jeffrey (Jeff) B. Groseclose
Title: Senior Contract Officer
Signature: [Handwritten Signature]
Date: 12/17/2018

Attachment A

**Radford University's Request for Proposal (RFP) #R18-007
dated February 27, 2018**

Radford University's Addendum 1 dated March 16, 2018

RADFORD UNIVERSITY

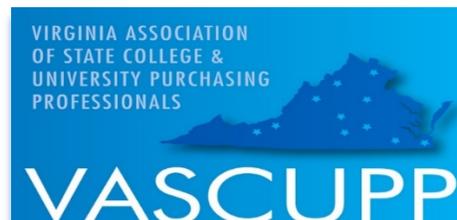
**PROCUREMENT AND CONTRACTS
P.O. BOX 6885
501 STOCKTON STREET
RADFORD, VA 24142**

REQUEST FOR PROPOSAL

R18-007

GENERAL BUILDING MATERIALS, HARDWARE AND RELATED SUPPLIES

FEBRUARY 27, 2018



RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP



**REQUEST FOR PROPOSAL
RFP # R18-007**

ISSUE DATE:

TITLE: General Building Materials, Hardware and Related Supplies

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

PERIOD OF CONTRACT: October 1, 2018 through September 30, 2020 with eight (8) one-year renewal options or as negotiated.

SEALED PROPOSALS DUE DATE/TIME: Thursday, March 29, 2018 up to and including 3:00 PM Eastern Time. Proposals received after the due date and time or electronic submission of proposals will not be accepted. Procurement and Contracts mailing address is as follows:

RADFORD UNIVERSITY
Procurement and Contracts Department-
David E. Armstrong Complex
501 Stockton Street [Courier Physical Address]
Post Office Box 6885
Radford, Virginia 24142

OPTIONAL PRE-PROPOSAL CONFERENCE: Thursday, March 8, 2018; 10:00 p.m. Eastern Time. Reference is made to section (XI).

QUESTIONS/INQUIRIES: All inquiries for information shall be directed to: Ronda London, rlondon1@radford.edu, 540-831-5090. Written questions must be submitted no later than close of business on Thursday, March 15, 2018.

PUBLIC POSTING: Reference section 2) D) 1 – *Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors* **VASCUPP** Public notices shall be published on the Department of General Services central electronic procurement website, eVA (<http://eva.virginia.gov>), under Sourcing and Contracting on the eVA home page. This is the only electronic source used by Radford University's Procurement and Contracts Department to electronically post the RFP document and subsequent Addenda.

LATE PROPOSALS: To be considered for selection, proposals must be received by the University 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 Procurement and Contracts Department. Proposals received in the Procurement and Contracts Department 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 Procurement and Contracts Department by the designated date and hour. *Proposal receipt scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regularly scheduled business day.

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 Offeror to check the website at

www.radford.edu for said notices. If the University is closed on the day proposals are due they will be accepted the same time the next scheduled business day the University is open. If the University is closed on the day of the scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

In compliance with this Request for Proposal and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services at the prices/discounts indicated in Attachment G - **Financial Proposal**.

Legal Name and Address of Firm (Type or Print):

Name:	Date:	
Street:	Signature:	
PO Box:	Print Name:	
City/State/Zip:	Title:	
FEI/FIN/SS No.:	Telephone:	
eVA Vendor ID No.:	Fax:	Email:
<p>Check all that apply: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Individual</p> <p>Department of Small Business and Supplier Diversity (DSBSD) Certification No. _____ and Expiration Date: _____ Certification Category: <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Small Business (www.sbsd.virginia.gov) for additional information.</p> <p>eVA Virginia's eProcurement Portal Registered: Yes <input type="checkbox"/> - eVA Vendor ID# _____</p> <p>Commonwealth of Virginia State Corporation Commission registration number: _____</p>		

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.

RFP R18-007 General Building Materials, Hardware and Related Supplies
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RFP R18-007 - General Building Materials, Hardware and Related Supplies**I. PURPOSE**

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit proposals from qualified sources to establish contract(s) through competitive negotiations with one or more qualified contractors to provide General Building Materials, Hardware and Related Supplies as outlined herein, to Radford University, (hereinafter referred to as “RU”, or “the University”), an agency of the Commonwealth of Virginia as well as other Virginia Associate of State College and University Purchasing Professionals (VASCUPP) as identified in the Zone Map see **Attachment I**. Only submit pricing for zone locations you can service. It is **NOT** a requirement to submit pricing for all Zones to be deemed responsive.

II. BACKGROUND**A. University Background:**

Radford University is a comprehensive public university of 9,400 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Radford University serves the Commonwealth of Virginia and the nation through a wide range of academic, cultural, human service and research programs. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 204-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. The University offers 67 degree programs in 38 disciplines and three certificates at the undergraduate level; 22 master's programs in 17 disciplines and three doctoral programs at the graduate level; 13 post-baccalaureate certificates and one post-master's certificate. A Division I member of the NCAA and Big South Athletic Conference, Radford University competes in 16 men's and women's varsity athletics. With over 270 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. Total enrollment is 9,401. Undergraduate enrollment is 8,453 and graduate enrollment is 948. Learn more at www.radford.edu.

B. Specific Background:

1. Radford University has a continuing need for general building materials, hardware and related supplies. During the past fiscal year (July 2016 through June 2017), Radford University spent approximately \$110,000 for these type commodity purchases.
2. The location of the supply warehouse shall be within a **50-mile** radius of the University or any other participating Agency for pickup of emergency supplies, when the regular delivery schedule is not adequate.

III. CONTRACT PARTICIPATION

- A. 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 [VASCUPP web site](#)). The intent of this solicitation and resulting contracts is 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(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.

IV. 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 Storeroom Manager.

V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in state procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Radford University has established SWaM goals that are posted to the Procurement and Contract website. Links to the University’s SWaM initiative can be located at: [Procurement and Contracts | Radford University](#).

See **Attachment F** for information on reporting spend data with subcontractors and a SWaM Table (Table A only) to complete and submit in the proposal.

VI. DEFINITIONS

A. General Building Materials, Hardware and Supplies are defined as follows (not all inclusive):

1. Safety Supplies such as harnesses, vests, glasses, rain gear, etc.)
2. Hand and power tools and accessories
3. Caulk, concrete mortar mixes and some spray paints
4. Fasteners
5. Wood products
6. Drywall
7. Metal framing materials (including fasteners)
8. Other additional building materials as may be agreed upon

VII. STATEMENT OF NEEDS

Radford University wishes to secure the services of Contractor(s) that can provide general building materials, hardware and related supplies. The Contractor(s) shall furnish all labor, materials, equipment, supervision, delivery and incidentals necessary to provide general building materials, hardware and related supplies to the University as follows:

1. **Quality of Materials:** All materials supplied to the University under this contract shall be institutional and/or commercial grade materials, whichever is better quality, in accordance with the standards of the industry for institutional and/or industrial construction and maintenance.

2. **Inventory:** An inventory of lumber, hardware and/or building materials are required by the University due to the wide range and large volume of repair, renovation, and maintenance work performed. The Contractor(s) should not decrease the size, variety, or nature of his inventory or supply sources during the contract period as to adversely affect the University in any manner. The Contractor(s) will stock and/or have readily available inventory and a variety of materials for the building construction, renovation, repair and maintenance including but not limited to the following:
 - a. **Framing Members and Accessories:** Metal and wood, including treated, non-treated and fire rated lumber in all standard sizes and lengths; treated and non-treated plywood, all standard grades and thicknesses; sheathing; nails; power tools and small hand tools.
 - b. **Building Hardware:** Including cabinet and door hardware; door closures; nuts, bolts and screws; other miscellaneous fasteners and hardware; power tools and small hand tools.
 - c. **Finish Lumber:** Including various types and sizes of standard and custom millwork; doorjamb and facings; finish plywood; wood doors and U.L. approved products.
 - d. **Other Basic Building Materials and Supplies:** Including roofing materials; guttering, metal studs and accessories; fending; drywall and drywall accessories; paint supplies; ice melt, building insulation; and miscellaneous supplies.
 - e. **Ground Tools:** Includes shovels, rakes, spades, hoes and other miscellaneous grounds tools.
 - f. **Other:** Additional building materials as mutually agreed upon.
3. **Delivery:** The Contractor(s) shall deliver and unload materials as specified on the purchase order(s). The majority of orders will be shipped to our Warehouse Services, Armstrong Complex at 501 Stockton Street, Radford, VA. Prompt and reliable delivery is critical in order for the University to fulfill its obligations to the University community in a timely manner. Please describe in detail your delivery policy and any associated fee structure(s) for delivery.
4. **Reservations:** The University reserves the right to procure outside of this contract as required.
5. **Other Requirements:** The Contractor(s) shall have the staff and organization sufficient to comply with the following requirements:
 - a. All orders picked up or delivered shall be accompanied by a receipt or packing slip indicating date of sale, purchase order number, and items/quantities received. If items from multiple purchase orders are delivered at the same time, a separate receipt or packing slip must be provided for each individual purchase order number. Back-orders shall not be allowed, except as agreed to in advance by the University.
 - b. Invoices for items ordered and delivered shall be submitted, by the Contractor(s), directly to the payment address shown on the Contract or Purchase Order. Invoices should indicate the University contract number, purchase order number, items and quantities received, and verifiable pricing information including commodity, catalogue number, list price, discount, and discounted price.
 - c. The University reserves the right to request supporting documentation or discounts, pricing or any other information provided by the Contractor at any time during the contract period.
6. **Optional Services:** Please indicate any additional goods/services available that are not addressed in the Statement of Needs that Contractor(s) feel would be beneficial to the University.

VIII. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

1. **RFP Responses:** In order to be considered for selection, the Offeror shall submit to the University a complete response to this RFP. Proposals shall be a combination of **paper and electronic documents as detailed below, each containing full identical content including all attachments.**

Format: Electronic file shall be text searchable using common business software, such as Adobe, Microsoft Word and Microsoft Excel.

Media: Include all of the following:

PAPER DOCUMENTS

One (1) paper **original signed** document and three 3 copies

ELECTRONIC DOCUMENTS

One (1) complete electronic proposal, inclusive of all attachments, on individual USB drive

REDACTED ELECTRONIC DOCUMENT

One (1) redacted electronic proposal on a USB drive labeled **FOIA**

No other distribution of the proposal shall be made by the Offeror.

VFOIA (Virginia Freedom of Information Act) – The one redacted FOIA proposal contains identical content, however it blacks out information that is personally identifiable (such as FIN) and, if applicable, any trade secrets and proprietary information for which the Offeror must invoke in writing the protections of the [Code of Virginia 2.2-4342, Public Inspection of Certain Records](#).

2. **Contact:** 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 Contract Officer indicated on the face of this document for the duration of this proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.
3. **Proposal Presentation:**
 - a. **Sign and Complete:** Proposals shall be signed by an authorized representative of the Offeror. See page 3. *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 University 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 University. 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 Proposal on the ownership, utilization, and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. See **Attachment F**. If an Offeror fails to submit all information requested, the University may require prompt submission of missing information after the receipt of proposals.
 - b. **Concise & Clear:** 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. **Organization:** 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 attachment, 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. **Word Usage:** As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “must” and “shall” identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
 - e. **Binding, Ownership:** The original proposal and copies if requested, should be bound or contained in a single volume where practical (ex: ring binder, spiral bound, stapled, etc.). 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 as specified in General Terms and Conditions.
 - f. **Legal Agreement:** Unless noted in the proposal, a signed and submitted proposal certifies that the firm’s 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 the principals or legal counsel has reviewed and approved the firm’s entire proposal prior to submission to the University.
4. **Presentations:** Offerors who submit a proposal in response to this RFP may be invited to give a presentation of their proposal to the University. 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 University will schedule the time and location of these presentations. Presentations are an option for the University and may or may not be conducted.

Radford University expects Offerors who are invited to give an oral presentation will utilize the person or persons who will be working on the project to conduct the presentation so quality and experience of the contractor’s staff can be evaluated prior to making the selection. See **Section XII** for the estimated schedule.

- B. **Specific Proposal Requirements:** Proposals should be as thorough as possible so that Radford University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
1. **Complete and Sign:** The return of the completed RFP inside cover sheet (See page 3) and addenda acknowledgements, if any, signed, and filled out as required.
 2. **Approach and Methodology:** Include the specific methodology, approach, and plans for providing the proposed services to achieve desired results including:
 - a. What, when, how and by whom the services will be performed.
 - b. Location of the Contractor’s Supply Warehouse. Please include mileage from the Contractor’s supply warehouse to the University’s Warehouse Services located at 501 Stockton Street, Radford, VA 24142.
 - c. Include a description of Offerors policy for defective parts received by the University.
 - d. Include a description of Offerors return policy, including restocking charges (if none please indicate).
 - e. Provide a description of invoicing procedures to include sample copies of sales tickets, delivery tickets, invoices and any other relevant documentation.

3. **Experience and Qualifications:** Within the Offeror Data Sheet (See **Attachment D**), as appropriate, include a written narrative statement to include:
 - a. Experience of the firm in providing services described herein.
4. **References:** Provide references from at least four entities where contractor has provided similar services. See **Attachment D**.
5. **Financial Proposal:** Provide fee structure associated with providing goods to fulfill requirements. This should incorporate financial considerations such as shipping costs, labor costs, overhead, etc. To complete the Financial Proposal, see **Attachment G** for detailed information.
6. **Identification on Proposal Envelope:** The signed proposal should be returned to the University to the attention of the identified Contract Officer in a sealed envelope or package with the following identifying information on the outside of the sealed envelope/package:

Name of Offeror:	RFP# R18-007	
Address:	Due Date:	Time:
	RFP Title:	
City, State, Zip Code	Name of Contract Officer:	

IX. 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 Radford University Evaluation Committee will be to select the contractor that is most responsive to the herein described needs and represents the best value for Radford University, as well as other VASCUPP institutions of higher education zones whereby pricing has been made available on **Attachment G – Financial Proposal**. For the purposes of assigning Percentage of Points for the scoring of the Financial Proposal Evaluation Criteria in table below, please fill out **Attachment H – Hypothetical Scenario to be used for Financial Proposal Assignment of Points**.

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

	Evaluation Criteria	Percentage of Points
1	Qualifications and Relevant Experience	25%
2	Capabilities, Skills, and Capacity	30%
3	Approach and Methodology	15%
4	Financial Proposal	20%
5	SWaM - Participation of Small Businesses and Businesses Owned by Women and Minorities	10%
	TOTAL	100%

B. 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.

X. REPORTING AND DELIVERY REQUIREMENTS

- A. The Contractor shall provide a quarterly report to the Radford University Director of Strategic Sourcing and Supplier Diversity detailing the small business subcontractor spending, if applicable. See **Attachment F**.

XI. OPTIONAL PRE-PROPOSAL CONFERENCE (in-person or by phone)

- A. An optional pre-proposal conference will be held Thursday, March 8, 2018 at 10:00AM Eastern Time in the Procurement and Contracts Conference Room 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 proposal, Offerors who intend to submit a proposal are encouraged to attend. It is recommended you have a copy of the solicitation readily available to review during the pre-proposal conference.
- B. The purpose of the conference is to allow potential Offerors an opportunity to present questions and requests for clarification, with final responses provided in an RFP Addendum that is published to eVA on [eVA - Virginia's eProcurement Portal](#). The Addendum will include any updates to the RFP, including changes and questions with answers.
- C. Potential Offerors may attend via teleconference in lieu of in person. The phone number and access code is as follows: **Conference dial in phone number: (408) 638-0968 Meeting ID: 5408315090**

XII. RFP ANTICIPATED SCHEDULE (Subject to change)

- A. The schedule below provides the anticipated week ending date for several progress points within the RFP process, all subject to change. Note that the Pre-Proposal Conference, Proposal Due, and Contract Start dates are exact dates, not a 'Week Ending' date.

<i>Action Item</i>	<i>Week Ending</i>
Issue RFP and Submit to Newspaper	March 2, 2018
Optional Pre-Proposal Conference Date (in-person or phone)	March 8, 2018 at 10:00AM Eastern
Proposals Due (see RFP page 2)	March 29, 2018 at 3:00PM Eastern
Proposal Evaluations to Evaluation Committee	April 13, 2018
Response to Clarification Questions Due	April 27, 2018
Presentations (if required)	April 27, 2018
Subsequent Evaluations to Procurement and Contracts	May 11, 2018
Negotiations Begin	May 21, 2018
Award	June 29, 2018
Contract Start Date	October 1, 2018 or as negotiated

XIII. INVOICING AND PAYMENT:

- A. The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices, and Purchase Order number, if applicable. 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
Email: acctspayable@radford.edu**

XIV. ATTACHMENTS

Attachments A -C :

Informational and Compliance

A - Sample Contract

B – General Terms and Conditions

C - Special Terms and Conditions

Attachments D - I

To be completed and submitted by Offeror

D – Offeror Data Sheet

E – COVA W-9 Request for Taxpayer Identification
Number & Certification Form

F – SwaM Utilization Plan

G – Financial Proposal

H – Hypothetical Scenario to be used for Financial
Proposal Assignment of Points

I – RFP Response Checklist

J – Zone Map

RFP R18-007 - Attachment A - SAMPLE CONTRACT**THIS PAGE FOR REFERENCE ONLY - DO NOT COMPLETE FOR RFP R18-007 PROPOSALS**

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: Rxxxxx

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, located at 801 East Main Street, Radford, VA. 24142."

- I. **WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
- II. **SCOPE OF WORK:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.
- III. **TERM OF CONTRACT:** From _____ through _____ with _____ **(1) year renewal options or as negotiated, to include all contractual provisions contained herein.**
- IV. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**
 - A. This signed form (Radford University Commonwealth of Virginia's Standard Contract inclusive of Commonwealth of Virginia General Terms and Conditions-Radford University and Special Terms and Conditions.
 - B. Radford University's Request for Proposal (RFP) Rxx-xxx dated _____, Addendum xxx dated _____ (**list all addendums in this format**). (Attachment A);
 - C. Contractor's Proposal signed and dated _____ (Attachment B);
 - D. Contractor's supplemental contract correspondence (Attachment C); (e.g., clarification and negotiation points) dated as follows:
 1. (**list each document by title and execution date**)
 - E. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal # Rxx-xxx, the Contractor's Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.
- V. **FINANCIAL CONSIDERATIONS:**
- VI. **CONTRACT ADMINISTRATION: [Include CA Special Term listing CA title with all contact information.]**
- VII. **COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:**
- VIII. **SPECIAL TERMS AND CONDITIONS: (Insert all applicable T/C's from the template located on the Procurement forms folder.)**

IX. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38-88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and Their Vendors.*”

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

CONTRACTOR:

RADFORD UNIVERSITY

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

RFP R18-007 - Attachment B
General Terms and Conditions-Mandatory

Radford University mandatory General Terms and Conditions are incorporated into this Request for Proposal by reference. It is the Offeror's responsibility to access the document by clicking on the link below. These terms and conditions are deemed mandatory for each solicitation issued by Radford University. The Offeror agrees to these mandatory General Terms and Conditions.

[RADFORD UNIVERSITY GENERAL TERMS AND CONDITIONS](#)

RFP R18-007 - Attachment C
Preferred - Special Terms and Conditions

1. **ACCEPTANCE PERIOD:** Any proposal submitted in response to this solicitation shall be valid for 180 days. At the end of the 180 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 canceled.
2. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods and services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services as negotiated under the same 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 that are newly introduced during the term of this contract. Such additional goods and services will be provided to the University at favored nations pricing. The exact pricing of these good and services will be determined at the time of procurement.
3. **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.
4. **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.
5. **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.
6. **PRICE ESCALATION/DE-ESCALATION:** **(to be negotiated if Offeror provides list pricing)** Price adjustments may be permitted for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: " _____ " category for the Consumer Price Index for Urban Wage Earners and Clerical Workers (Current Series). No price increases will be authorized for ___ calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each ___ days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount of percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.

The purchasing office will notify the University's end users and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchase office.

7. **PUBLIC POSTING OF COOPERATIVE CONTRACTS:** 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 as proprietary information will not be made public.
8. **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.
9. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for up to nine (9) successive one-year periods under the terms and conditions of the original contract. Changes to the list pricing may be negotiated only at the time of renewal. Written notice of the University's intention to renew should be given approximately 90 days prior to the expiration date of each contract period.

10. SMALL BUSINESS SUBCONTRACTING:

- It is the goal of the Commonwealth that 42% 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 DSBSD-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 DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD 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 Small Business and Supplier Diversity (DSBSD) 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 DSBSD 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.**
- 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 University 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 DSBSD certification number of 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 University. The University reserves the right to pursue other appropriate remedies to include but not be limited to, termination for default.
- Each prime Contractor who wins an award valued over \$200,000 shall deliver to the University with every request for payment, information on use of subcontractors that are not DSBSD-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.

- 11. 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.
- 12. TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrants that the price offered for FOB Destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- 13. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type character of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring the bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- 14. WARRANTY (COMMERCIAL):** The Contractor agrees that the goods 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 goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

RFP R18-007 - Attachment D
Offeror Data Sheet

Attachment D is to be completed and submitted by the Offeror as part of a complete Proposal.

*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 offer nonresponsive.

Qualifications: The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.	
Vendor's Primary Contact for this RFP:	
NAME:	TITLE:
PHONE:	EMAIL:
Years in Business: Indicate the length of time the Offeror's company has been in business providing the type of good or service to the type of customer detailed in this RFP:	
YEARS:	MONTHS:
References: Indicate below a listing of at least four (4) current or recent accounts (educational, 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. The Contact should be knowledgeable about the design, implementation, training, and service the Offeror's company provided to the referenced company.	
1) Company:	Contact Name and Title:
Phone: ()	Email:
Fax: ()	
Project:	
Dates of Service:	\$ Value:
2) Company:	Contact Name and Title:
Phone: ()	Email:
Fax: ()	
Project:	
Dates of Service:	\$ Value:

3) Company:	Contact Name and Title:
Phone: ()	Email:
Fax: ()	
Project:	
Dates of Service:	\$ Value:

4) Company:	Contact Name and Title:
Phone: ()	Email:
Fax: ()	
Project:	
Dates of Service:	\$ Value:

LOST ACCOUNTS: If you have lost accounts in the past (12) twelve months please indicate below providing the reasons as to why.

5) Company:	Contact Name and Title:
Phone: ()	Email:
Fax: ()	
Project:	
Dates of Service:	\$ Value:

6) Company:	Contact Name and Title:
Phone: ()	Email:
Fax: ()	
Project:	
Dates of Service:	\$ Value:

RFP R18-007 - Attachment E
COVA W-9 Request for Taxpayer Identification Number and Certification

Effective February 1, 2016 Radford University began using the Commonwealth of Virginia's new financial management system, Cardinal, with which the University is required to interface. Within Cardinal, a statewide vendor table has been created to establish a single vendor database for the Commonwealth. As a result, the Commonwealth Vendor Group (CVG) was created to keep up to date vendor records and to ensure all vendor data is managed uniformly and consistently.

All vendors must be properly established Virginia's eProcurement Portal, eVA, for the purchase of goods and services. Vendors are encouraged to become self-registered with eVA prior to doing business with Radford University. Please visit the eProcurement Portal for additional information at the following link <https://eva.virginia.gov/pages/eva-i-sell-to-virginia.htm> . A vendor will be required to submit a W9 to eVA when they register. The Commonwealth of Virginia has a [Substitute W-9 \(COVA W-9\)](#) that is required in lieu of the IRS W-9 form for each individual who is a US citizen or US resident alien and from each corporation, company, partnership, or association created or organized in the US or under the US laws. The COVA W-9 requires additional information that is needed by the CVG to ensure the vendor is properly established in Cardinal. Once a vendor is established in eVA their information will be integrated into Cardinal.

Please note the COVA W-9 should be completed by the vendor and returned with their proposal as directed in the RFP.

RFP R18-007 - Attachment F
SWaM Utilization Plan

Attachment F, Table A is to be completed and submitted by the Offeror as part of a complete Proposal.

- A. Table A - Complete the SWaM Utilization Plan table below and submit with Proposal. See www.sbsd.virginia.gov for additional information on DSBSD certification.

SWaM Vendor Name, Address, Phone	Virginia DSBSD Certification # and Expiration	Knowledgeable Contact Name, Title, Email	Goods/Services to be Provided	\$ Planned Spend and % of Total \$

***This information will be used to determine percentage of points assigned to Evaluation Criteria if Offeror is not a DSBSD SWaM certified vendor.**

- B. Table B is not to be completed for the proposal. If a contract is awarded, the contractor shall provide the below quarterly report to Radford University’s Director of Strategic Sourcing and Supplier Diversity detailing the small business utilization actual spending. The quarterly report will be due the first week of the subsequent month for each quarter year, consisting of Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec. The report must be submitted to the following address (email preferred):

Radford University
 Director of Strategic Sourcing and Supplier Diversity
 POB 6885
 Radford, Virginia 24142
 amah@radford.edu

Table B is on the following page for reference only – do not complete the Quarterly SWaM Subcontractor Expenditure Reporting Form as part of the proposal.

THIS PAGE FOR REFERENCE ONLY - DO NOT COMPLETE FOR RFP R18-007 PROPOSALS

**Radford University
Quarterly SWaM Subcontractor Expenditure Reporting Form**

The subcontractor expenditure information provided on this form will be submitted in an electronic dashboard on behalf of Radford University to the Virginia Department of Small Business and Supplier Diversity (DSBSD). Provide all information requested for actual expenditures for the monthly billing period.

Reporting Period: Fiscal Year _____ Quarter Ended _____

Prime Contractor Information: Complete one form for each Prime Contractor

Company Name:	_____	Company Contact:	_____
Company Address:	_____	Company Tax ID:	_____
	_____	RU Contract/Project ID	_____

Subcontracting Expenditures: The amount paid by prime contractors to DSBSD-certified SWaM business for work directly traceable to the fulfillment of a contract or project with Radford University.

Table B:

Subcontractor Name	Subcontractor Tax ID	Category * (MB/WB/SB)	Subcontractor Dollar Amount	DSBSD Certification Number

* Category: (MB) Minority Business, (WB) Women-owned Business, and (SB) Small Business.
(Attach additional pages if necessary)

Summary of Expenditures by SWaM Category

Total Subcontracting Amount with Minority Businesses (MB)	Total Subcontracting Amount with Women-owned Business (W)	Total Subcontracting Amount with Small Business (SB)

Submitted by:	_____	Name:	_____
Title:	_____	Signature	_____
Telephone:	_____	Title	_____

RFP R18-007 - Attachment G
Financial Proposal

Attachment G is to be completed and submitted by the Offeror as part of a complete Proposal. The Offeror shall identify **all** costs associated with providing the General Building Materials, Hardware and Related Supplies as specified in this document. Only submit pricing for zone locations you can service. It is **NOT** a requirement to submit pricing for all Zones to be deemed responsive. Examples of acceptable pricing policies could include (these are not inclusive, if want to provide a different approach, please provide the finite details on your proposal response):

- A. Please indicate if percentage off allowance is based on Manufacturer's List Price and/or Retail Price. If list price, please provide where this pricing may be verified (website, catalog, etc.).
- B. Pricing to be inclusive of shipping/handling costs, etc. However, if additional fees, please apply costs to the appropriate zone sheet(s) below.
- C. Offerors are encouraged to include any additional pricing incentives and relative discounts such as a tiered percentage discount if certain dollar/thresholds or volumes are reached, etc. The University may negotiate volume discounts at any time during the contract term.
- D. A complete summary of the Offeror's Pricing Policy including the following:
 - commodities or supplies offered
 - percentage discounts offered
 - list of manufacturers
 - evidence of price auditability (if list price provided)
- E. Please provide complete price lists, if applicable, or website links for all manufacturers or commodities included in the Offerors proposal.
- F. Please specify what store(s) would be servicing the University.
- G. Indicate allowed discounts for payment terms less than Net 30 days.

FINANCIAL PROPOSAL:

***Note: The Financial Proposal may be applied to the Offeror's form/template and included in their proposal; however must contain all identified elements in A-E above.**

ZONE 1: Includes George Mason University

Line Item	Item Category (i.e. Treated Lumber, Plywood Sheathing, Power Tools, etc.) Provide additional description as appropriate for clarity of offer	List Price, if applicable (indicate if Manufacturer or Retail)	If List Price, where can the pricing be found (provide web address, catalog, etc.)	% Discount Off List or Retail Price	Additional Pricing Incentives/Early Payment Discounts
1.					

Zone 2: Includes Virginia Military Institute & James Madison University

Line Item	Item Category (i.e. Treated Lumber, Plywood Sheathing, Power Tools, etc.) Provide additional description as appropriate for clarity of offer	List Price, if applicable (indicate if Manufacturer or Retail)	If List Price, where can the pricing be found (provide web address, catalog, etc.)	% Discount Off List or Retail Price	Additional Pricing Incentives/Early Payment Discounts
1.					

Zone 3: Includes University of Virginia

Line Item	Item Category (i.e. Treated Lumber, Plywood Sheathing, Power Tools, etc.) Provide additional description as appropriate for clarity of offer	List Price, if applicable (indicate if Manufacturer or Retail)	If List Price, where can the pricing be found (provide web address, catalog, etc.)	% Discount Off List or Retail Price	Additional Pricing Incentives/Early Payment Discounts
1.					

Zone 4: Includes University of Mary Washington

Line Item	Item Category (i.e. Treated Lumber, Plywood Sheathing, Power Tools, etc.) Provide additional description as appropriate for clarity of offer	List Price, if applicable (indicate if Manufacturer or Retail)	If List Price, where can the pricing be found (provide web address, catalog, etc.)	% Discount Off List or Retail Price	Additional Pricing Incentives/Early Payment Discounts
1.					

Zone 5: Includes College of William & Mary & Old Dominion University

Line Item	Item Category (i.e. Treated Lumber, Plywood Sheathing, Power Tools, etc.) Provide additional description as appropriate for clarity of offer	List Price, if applicable (indicate if Manufacturer or Retail)	If List Price, where can the pricing be found (provide web address, catalog, etc.)	% Discount Off List or Retail Price	Additional Pricing Incentives/Early Payment Discounts
1.					

Zone 6: Includes Virginia Commonwealth University

Line Item	Item Category (i.e. Treated Lumber, Plywood Sheathing, Power Tools, etc.) Provide additional description as appropriate for clarity of offer	List Price, if applicable (indicate if Manufacturer or Retail)	If List Price, where can the pricing be found (provide web address, catalog, etc.)	% Discount Off List or Retail Price	Additional Pricing Incentives/Early Payment Discounts
1.					

Zone 7: Includes Longwood University

<i>Line Item</i>	<i>Item Category (i.e. Treated Lumber, Plywood Sheathing, Power Tools, etc.) Provide additional description as appropriate for clarity of offer</i>	<i>List Price, if applicable (indicate if Manufacturer or Retail)</i>	<i>If List Price, where can the pricing be found (provide web address, catalog, etc.)</i>	<i>% Discount Off List or Retail Price</i>	<i>Additional Pricing Incentives/Early Payment Discounts</i>
1.					

Zone 8: Radford University & Virginia Tech

<i>Line Item</i>	<i>Item Category (i.e. Treated Lumber, Plywood Sheathing, Power Tools, etc.) Provide additional description as appropriate for clarity of offer</i>	<i>List Price, if applicable (indicate if Manufacturer or Retail)</i>	<i>If List Price, where can the pricing be found (provide web address, catalog, etc.)</i>	<i>% Discount Off List or Retail Price</i>	<i>Additional Pricing Incentives/Early Payment Discounts</i>
1.					

Zone 9: List Public Entities of Choice – See Zone Map for Reference

<i>Line Item</i>	<i>Item Category (i.e. Treated Lumber, Plywood Sheathing, Power Tools, etc.) Provide additional description as appropriate for clarity of offer</i>	<i>List Price, if applicable (indicate if Manufacturer or Retail)</i>	<i>If List Price, where can the pricing be found (provide web address, catalog, etc.)</i>	<i>% Discount Off List or Retail Price</i>	<i>Additional Pricing Incentives/Early Payment Discounts</i>
1.					

RFP R18-007 - ATTACHMENT H
Hypothetical Scenario to be used for Financial Proposal Assignment of Points

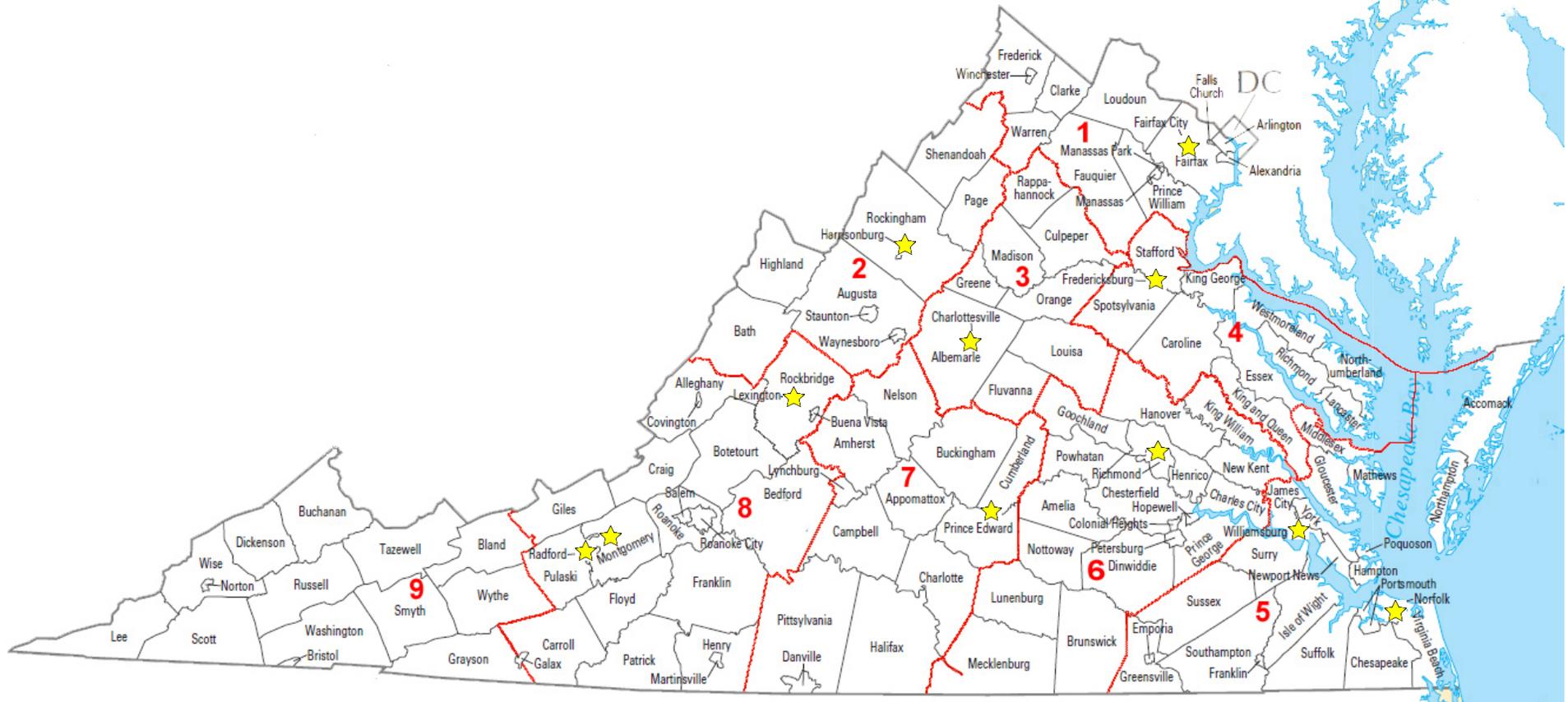
Attachment H is for evaluation purposes only to provide the Evaluation Committee the needed information to perform the Financial Analysis in the Evaluation Criteria section of this RFP. The Financial Proposal, Attachment G, should be applied to the hypothetical scenario below in order to determine which Contractor(s) are providing the best cost proposal.

ITEM NUMBER	DESCRIPTION	MANUFACTURER	ANNUAL ESTIMATED QUANTITY	UNIT	LIST or RETAIL PRICE	UNIT PRICE	UNIVERSITY % DISCOUNT	EXTENDED PRICE
1.	2" x 4" x 8' spruce		250	EACH				
2.	2" x 4" x 8' treated		90	EACH				
3.	3/4" BC grade plywood		25	EACH				
4.	2" x 4" x 10' metal studs & gauge plates (20 gauge)		110	EACH				
5.	Un-Faced R13 insulation (16" wide)		3500	SQ. FEET				
6.	Drywall Screws 6 x 1-1/4" coarse thread		9	CARTON				
7.	Ceiling tile (Box of 16)	Armstrong #770	35	BOX				
8.	Rags		90	PACKS				
9.	Screwdriver, 4 in 1 (Phillips and straight points)		42	EACH				
10.	Grade 2 Hex Cap Screws - 1/4-20x1		550	EACH				
11.	Hard Hats, white (shall be ratchet style)		30	EACH				
12.	6" – 14 TPI Saw-Zall Blade		125	EACH				
13.	X-large 3 piece rain suits	Condor or Equivalent	22	EACH				
14.	Makita 18V lithium hammer drill and impact driver combo kit	Model LXT211	10	EACH KIT				
TOTAL EXTENDED PRICE:								

RFP R18-007 - Attachment I - RFP Response Checklist

The following items are required as part of your RFP submission.

- Completed and Signed Legal Name, Address and additional information, inside cover sheet (Page 3)
- Detailed RFP Response per Section VIII, Proposal Preparation and Submission
- Acknowledge of Addendum(s) to RFP (if any are issued)
- Attachment D – Offeror Data Sheet
- Attachment E – COVA W9
- Attachment F - SWaM Utilization Plan
- Attachment G - Financial Proposal
- Attachment H - Hypothetical Scenario to be used for Financial Proposal Assignment of Points



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

List of member institutions by zones

<p><u>Zone 1</u> George Mason University (Fairfax)</p>	<p><u>Zone 2</u> James Madison University (Harrisonburg)</p>	<p><u>Zone 3</u> University of Virginia (Charlottesville)</p>
<p><u>Zone 4</u> University of Mary Washington (Fredericksburg)</p>	<p><u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)</p>	<p><u>Zone 6</u> Virginia Commonwealth University (Richmond)</p>
<p><u>Zone 7</u> Longwood University (Farmville)</p>	<p><u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)</p>	<p><u>Zone 9</u></p>



Addendum Number 1

Date Issued: March 16, 2018

Reference Request For Proposal Number:	R18-007
Commodity:	General Building Materials, Hardware & Related Supplies
Dated:	February 27, 2018
For Delivery To:	Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142
Proposal Due Date/Time:	March 29, 2018 up to and including 3:00 PM EST

The following questions were presented at the optional pre-proposal conference held on March 8, 2018. The Evaluation Committee for the RFP has provided responses as follows:

- Q: **Reference section III. – Contract Participation:** If an offeror currently does not have a warehouse within 50 miles of an institution, but during the contract term, opens up a new warehouse that is within 50 miles of an institution, can they request that this zone be added to their contract?
- A: Please note that Radford University requires that a warehouse be within 50 miles of our institution. Other public institutions/entities may have different requirements. Please provide zones you are interested in providing service to and if that institution is interested in utilizing the contract a third party agreement can be written to address the distance of the warehouse.
- Q: **Reference Section V – Small, Woman-Owned and Minority Owned (SWaM) Participation:** Can the University please clarify the SWaM subcontracting plan?
- A: The University encourages SWaM participation. If you are a SWaM certified vendor, you do not need to fill out the Attachment F, Table A. However, if your company is not SWaM certified, but you will be utilizing a SWaM subcontractor (i.e. such as for your deliveries) please indicate this in Attachment F and fill out Table A only. However, if you do not plan to have a SWaM subcontracting plan, please do not fill out this Attachment.
- Q: **Reference section VII, 2 – Inventory:** Can an offeror provide other general building materials, hardware and related supplies that are not listed in the RFP such as electrical, plumbing, paint supplies, etc.?
- A: Yes. Please note the University has other contracts for these other categories so that is why they are not listed. However, these proposed categories can be reviewed and a determination can be made if they will be included in any resulting contract.

- Q: **Reference section IX, A, the Table – Capabilities, Skills, and Capacity:** Can the University better define this criteria item?
- A: Capabilities, Skills and Capacity are defined as focused on the contractor providing demonstrated financial stability in providing similar services with comparable accounts. Additionally, does the contractor have the knowledge and demonstrated experience/skill set necessary to meet the requirements as outlined in Section VII., Statement of Needs of the RFP.
- Q: **Reference Attachment H – Hypothetical Scenario to be used for Financial Proposal Assignment of Points:** How should the offeror handle the price volatility of certain products, such as lumber for this pricing matrix?
- A: Please use the most current pricing available at the time your proposal will be submitted. In your response to the RFP, include how the market fluctuations affect your pricing and how is this managed. Please include a list of the categories affected.

Note: A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Respectfully,



Ronda London, CUPO
 Contract Officer
 Phone: 540-831-5090
 Email: rlondon1@radford.edu

Name of Firm:	
Signature:	Title:
Print Name:	
Date:	

Attachment B

**Contractor's Proposal and Addendum Signed and Dated
March 26, 2018**



NORTHWEST HARDWARE COMPANY, INCORPORATED

Response to Request for Proposal

R18-007

GENERAL BUILDING MATERIALS, HARDWARE AND RELATED SUPPLIES

3/29/2018

Contents

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ATTACHMENT D OFFEROR DATA SHEET.	
ATTACHMENT E-COVA W9.	
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ATTACHMENT F- SwAM UTILIZATION PLAN.	
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ATTACHMENT J – ZONE MAP	
ATTACHMENT- EXAMPLE OF INVOICE/SALES TICKET.	

Legal Name and Address of Firm (Type or Print):

Name: <u>Northwest Hardware Co Inc</u>		Date: <u>3/27/2018</u>
Street: <u>2303 Williamson Rd</u>		Signature: <u>Randal L. Perego</u>
PO Box:		Print Name: <u>Randal L. Perego</u>
City/State/Zip: <u>Roanoke, VA 24012</u>		Title: <u>MANAGER</u>
FEI/FIN/S: <u>[REDACTED]</u>		Telephone: <u>540 676 5677</u>
eVA Vendor ID No.: <u>V50000028317</u>	Fax: <u>540 362 8764</u>	Email: <u>rperego.northwest@gmail.com</u>
Check all that apply: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Individual		
Department of Small Business and Supplier Diversity (DSBSD) Certification No. <u>654622</u> and Expiration Date: <u>8/17/2019</u> Certification Category: <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Minority-Owned <input checked="" type="checkbox"/> Small Business (www.sbsd.virginia.gov) for additional information.		
eVA Virginia's eProcurement Portal Registered: Yes <input type="checkbox"/> - eVA Vendor ID# <u>V50000028317</u>		
Commonwealth of Virginia State Corporation Commission registration number: <u>00659680</u>		

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.

RFP R18-007 – Attachment B General Terms and Conditions- Mandatory

Northwest Hardware Company Incorporated (offeror) has read and accepts the terms and conditions outlined in the Radford University General Terms and Conditions.

Specific Proposal Requirements: *Northwest Hardware Company, Incorporated responses and solutions to RFP #R18-007 are in italics following each requirement and specification.*

- 1) **Complete and Sign:** The return of the completed RFP inside cover sheet (See page 3) and addenda acknowledgements, if any, signed, and filled out as required. *See attachment section: RFP reply (PAGE 3) and Signed Addendum Number 1.*

- 2) **Approach and Methodology:** Include the specific methodology, approach, and plans for providing the proposed services to achieve desired results including:
 - A. What, when, how and by whom the services will be performed.

Northwest Hardware Company, Incorporated will provide services to Radford University as proposed in RFP R18-007. These services will be performed by Northwest Hardware employees from store located at 3697 Cleburne Boulevard Dublin, Virginia. Customer Walk in Services will be during normal hours of operation, as posted on our website and are subject to change: <http://www.northwesthardware.com/location-hours>.

As of 3/29/18 our hours are:

M-F: 8 am – 7 pm

Saturday: 8 am – 6 pm

Sunday: 10 am -5 pm

Delivery service schedule as follows:

Fulfillment of non-special orders (regularly stocked items) placed before 12:00 PM Monday-Thursday will be delivered by noon the preceding day. Orders placed on Fridays before noon will be delivered the following Monday before noon. Location of deliveries will be Radford University 501 Stockton Street, Radford VA.

 - B. Location of the Contractor's Supply Warehouse. Please include mileage from the Contractor's supply warehouse to the University's Warehouse Services located at 501 Stockton Street, Radford, VA 24142.

Our Dublin location at 3697 Cleburne Blvd, Dublin, VA 24084 is located 11.4 miles from Radford University's Warehouse Services located at 501 Stockton Street, Radford, VA 24142.

 - C. Include a description of Offerors policy for defective parts received by the University.

Any of the nine Northwest Hardware locations will accept walk in returns on defective parts from Radford University. A copy of the original invoice will need to be provided at that time. If Radford University requires Northwest Hardware to pick up a return then it will be

picked up with the next scheduled delivery at "no charge". Normal wear and tear to tools and/or parts is not covered under this policy.

- D. Include a description of Offerors return policy, including restocking charges (if none please indicate)

Northwest Hardware Company Incorporated has a 30 day return policy. There is not a restocking fee associated with any returns.

- E. Provide a description of invoicing procedures to include sample copies of sales tickets, delivery tickets, invoices and any other relevant documentation.

Northwest Hardware Company, Incorporated invoicing process accepts purchase order numbers for all transactions from Radford University, walk in or delivered. (A sample of our sales ticket is the last attachment in this packet.) Sales ticket will list person making the purchase, purchase order number, itemized line items, product description, quantity purchased, cost per unit and show the University discount. A signature will be required from a responsible party of Radford University at the time of walk in purchase or delivery. Additionally, all sales tickets will be emailed to Storeroom Manager in real time, at the time of purchase. Any other email addresses Radford University wishes to be emailed sales tickets can be added at any time. Additionally, Monthly statements with 30 day terms will be mailed and/or emailed to Storeroom Manager for reconciliation.

- 3) **Experience and Qualifications:** Within the Offeror Data Sheet (See **Attachment D**) as appropriate, include a written narrative statement to include:

- A. Experience of the firm in providing services described herein.

Northwest Hardware Company, Incorporated has been in business since 1947 operating as a local family owned business. During this time Northwest Hardware Company, Incorporated has developed strong relationships with local, state, federal and private businesses. We feel qualified as a vendor to service Radford University because our business has been built upon:

- A. *Sound financial management.*
- B. *Excellent customer service.*
- C. *Expansive product depth/breadth.*
- D. *Clear and concise communication.*
- E. *Leadership in the community.*
- F. *Networking.*
- G. *Problem Solving.*

4. References: Provide references from at least four entities where contractor has provided similar services. See **Attachment D**.

See Attachment D.

5. Financial Proposal: Provide fee structure associated with providing goods to fulfill requirements. This should incorporate financial considerations such as shipping costs, labor costs, overhead, etc. To complete the Financial Proposal, see **Attachment G** for detailed information.

Can be found below and in the Attachments section.

RFP R18-007 – Attachment G Financial Proposal

- A. *Northwest Hardware Company, Incorporated (offeror) will offer 10% off retail prices.*
- B. *Northwest Hardware Company, Incorporated (offeror) will offer free delivery service in Zone 8 on orders \$250.00 or above after discount. There is a \$25.00 delivery fee for orders below \$250.00.*
- C. *Northwest Hardware Company, Incorporated (offeror) will work with Radford University to negotiate volume discounts on a per project basis.*
- D. *Northwest Hardware Company, Incorporated (offeror) will offer 10% off retail prices of all commodities or supplies in our stores or from the truevalue.com website. Examples of retail pricing can be obtained from truevalue.com. No additional discounts are to be taken on MAP product lines, sale, marked down or discontinued merchandise. Top Manufacturers and departments available are listed below:*
 - *Plumbing Department – Manufacturers: Danco, Brasscraft and Master Plumber, etc.*
 - *Electrical Department – Manufacturers: GE Lighting, Cooper Lighting, Square D/Schneider Electric, Duracell, Pass & Seymour Legrand, MagLite, Premier Lighting, Westinghouse, etc.*
 - *Paint Department – Manufacturers: Benjamin Moore Paints, Minwax, Rust-Oleum, 3M, DAP, EasyCare, Purdy, Wooster, etc.*
 - *Lawn and Garden Department – Manufacturers: STIHL, Scotts, Ortho, GreenThumb, Roundup, MiracleGro, True Temper, Pennington, Trinity Turf, BFG Seed Company, etc.*
 - *Tools Department – Manufacturers: STIHL, Milwaukee, Makita, Irwin, Klein Tools, GearWrench, Stanley, Master Mechanic, etc.*
 - *Hardware Department – Manufacturers: Hillman, National, Kwikset, Schlage, Duck, Command, 3M, Kidde, MasterLock, Key Cutting services for home or auto, etc.*
 - *Housewares Department – Manufacturers: All Major Brands including S. C. Johnson & Sons, Johnson & Johnson, Quickie, Wieman, Scott, ScotchBrite, Ocelo, Mr. Clean, Lions Club Brooms, etc.*
 - *Rental Department – Manufacturers: STIHL, Mackissic, DitchWitch, Classen, Toro, Electric Eel, Milwaukee, Iron & Oak, Hilti, Little Beaver*

- E. Pricing is available through <http://www.truevalue.com/>*
- F. Northwest True Value Hardware, 3697 Cleburne Boulevard, Dublin, Virginia will be the main location set up to service Radford University from a delivery point. Our nine current retail locations (<http://www.northwesthardware.com/location-hours>) and any future locations will honor RFP# R18-007 for walk in purchases.*
- G. All payment terms will be set up as Net 30 days with no additional early payment discount.*



Addendum Number 1

Date Issued: March 16, 2018

Reference Request For Proposal Number:	R18-007
Commodity:	General Building Materials, Hardware & Related Supplies
Dated:	February 27, 2018
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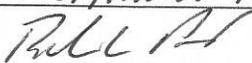
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Respectfully,



Ronda London, CUPO
 Contract Officer
 Phone: 540-831-5090
 Email: rlondon1@radford.edu

Name of Firm:		Northwest Hardware Company Inc	
Signature:		Title:	MANAGER
Print Name:	Randal L. Peregoy		
Date:	3/20/2018		

3) Company: <i>Hollins University</i>	Contact Name and Title: <i>Kerry Edmonds - VP Finance</i>
Phone: <i>540 362-6000</i>	Email: <i>Kedmonds@hollins.edu</i>
Fax: ()	
Project: <i>Ongoing purchases</i>	
Dates of Service: <i>2017</i>	\$ Value: <i>\$ 11585.00</i>

4) Company: <i>Pulaski Co. School Board</i>	Contact Name and Title: <i>Ed Akers - Maintenance</i>
Phone: <i>540 577-0406</i>	Email:
Fax: ()	
Project: <i>Ongoing purchases</i>	
Dates of Service: <i>2017</i>	\$ Value: <i>\$ 16015.00</i>

LOST ACCOUNTS: If you have lost accounts in the past (12) twelve months please indicate below providing the reasons as to why.

5) Company:	Contact Name and Title:
Phone: ()	Email:
Fax: ()	
Project:	
Dates of Service:	\$ Value:

6) Company:	Contact Name and Title:
Phone: ()	Email:
Fax: ()	
Project:	
Dates of Service:	\$ Value:

Form **W-9** RU10012

Commonwealth of Virginia
Substitute W-9 Form

Revised July 2014

Request for Taxpayer Identification Number and Certification

Page 61 of 75



Social Security Number (SSN)

Employer Identification Number (EIN)

[Redacted]

Please select the appropriate Taxpayer Identification Number (EIN or SSN) type and enter your 9 digit ID number. The EIN or SSN provided must match the name given on the "Legal Name" line to avoid backup withholding. If you do not have a Tax ID number, please reference "Specific Instructions - Section 1." If the account is in more than one name, provide the name of the individual who is recognized with the IRS as the responsible party.

Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

[Redacted]

Legal Name: Northwest Hardware Center

Business Name: Northwest True Value Hardware

Entity Type

Individual Corporation

Sole Proprietorship S-Corporation

Partnership C-Corporation

Trust Disregarded Entity

Estate Limited Liability Company

Government Partnership

Non-Profit Corporation

Entity Classification

Professional Services Medical Services

Political Subdivision Legal Services

Real Estate Agent Joint Venture

VA Local Government Tax Exempt Organization

Federal Government OTH Government

VA State Agency Other

Exemptions (see instructions)

Exempt payee code (if any):

(from backup withholding)

Exemption from FATCA reporting code (if any):

Contact Information

Legal Address: 2303 Williamson Rd

City: Roanoke State: VA Zip Code: 24012

Remittance Address: 2303 Williamson Rd

City: Roanoke State: VA Zip Code: 24012

Name: Tommy Atkins

Email Address: Northwest2303@msn.com

Business Phone: 540-362-1868

Fax Number: 540-362-8764

Mobile Phone:

Alternate Phone:

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined later in general instructions), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See instructions titled Certification

Printed Name: Tommy Atkins

Authorized U.S. Signature: [Signature]

Date: 8/19/16

Section 1 Taxpayer Identification Section 2 Certification

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Northwest Hardware Co Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 2303 Williamson Rd.	Requester's name and address (optional)
6 City, state, and ZIP code Roanoke VA 24012	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		

or

Employer identification number									
[REDACTED]									

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ Tommy Adams	Date ▶ 3/29/18
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RFP R18-007 - Attachment F
SWaM Utilization Plan

Attachment F, Table A is to be completed and submitted by the Offeror as part of a complete Proposal.

- A. Table A - Complete the SWaM Utilization Plan table below and submit with Proposal. See www.sbsd.virginia.gov for additional information on DSBSD certification.

SWaM Vendor Name, Address, Phone	Virginia DSBSD Certification # and Expiration	Knowledgeable Contact Name, Title, Email	Goods/Services to be Provided	\$ Planned Spend and % of Total \$
Northwest Hardware Company Inc	654622	Tommy Adkins ASST. Controller	HARDWARE	100%
2303 Williamson Rd Roanoke, VA 24012	Exp. 8/17/2019	Northwest2303@gmail.com		
540 362 8764				

***This information will be used to determine percentage of points assigned to Evaluation Criteria if Offeror is not a DSBSD SWaM certified vendor.**

- B. Table B is not to be completed for the proposal. If a contract is awarded, the contractor shall provide the below quarterly report to Radford University's Director of Strategic Sourcing and Supplier Diversity detailing the small business utilization actual spending. The quarterly report will be due the first week of the subsequent month for each quarter year, consisting of Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec. The report must be submitted to the following address (email preferred):

Radford University
 Director of Strategic Sourcing and Supplier Diversity
 POB 6885
 Radford, Virginia 24142
 amah@radford.edu

Table B is on the following page for reference only – do not complete the Quarterly SWaM Subcontractor Expenditure Reporting Form as part of the proposal.

RFP R18-007 – Attachment G Financial Proposal

- A. Northwest Hardware Company, Incorporated (offeror) will offer 10% off retail prices.
- B. Northwest Hardware Company, Incorporated (offeror) will offer free delivery service in Zone 8 on orders \$250.00 or above after discount. There is a \$25.00 delivery fee for orders below \$250.00.
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- D. Northwest Hardware Company, Incorporated (offeror) will offer 10% off retail prices of all commodities or supplies in our stores or from the truevalue.com website. Examples of retail pricing can be obtained from truevalue.com. No additional discounts are to be taken on MAP product lines, sale, marked down or discontinued merchandise. Top Manufacturers and departments available are listed below:
- Plumbing Department – Manufacturers: Danco, Brasscraft and Master Plumber, etc.
 - Electrical Department – Manufacturers: GE Lighting, Cooper Lighting, Square D/Schneider Electric, Duracell, Pass & Seymour Legrand, MagLite, Premier Lighting, Westinghouse, etc.
 - Paint Department – Manufacturers: Benjamin Moore Paints, Minwax, Rust-Oleum, 3M, DAP, EasyCare, Purdy, Wooster, etc.
 - Lawn and Garden Department – Manufacturers: STIHL, Scotts, Ortho, GreenThumb, Roundup, MiracleGro, True Temper, Pennington, Trinity Turf, BFG Seed Company, etc.
 - Tools Department – Manufacturers: STIHL, Milwaukee, Makita, Irwin, Klein Tools, GearWrench, Stanley, Master Mechanic, etc.
 - Hardware Department – Manufacturers: Hillman, National, Kwikset, Schlage, Duck, Command, 3M, Kidde, MasterLock, Key Cutting services for home or auto, etc.
 - Housewares Department – Manufacturers: All Major Brands including S. C. Johnson & Sons, Johnson & Johnson, Quickie, Wieman, Scott, ScotchBrite, Ocelo, Mr. Clean, Lions Club Brooms, etc.
 - Rental Department – Manufacturers: STIHL, Mackissic, DitchWitch, Classen, Toro, Electric Eel, Milwaukee, Iron & Oak, Hilti, Little Beaver
- E. Pricing is available through <http://www.truevalue.com/>
- F. Northwest True Value Hardware, 3697 Cleburne Boulevard, Dublin, Virginia will be the main location set up to service Radford University from a delivery point. Our nine current retail locations (<http://www.northwesthardware.com/location-hours>) and any future locations will honor RFP# R18-007 for walk in purchases.
- G. All payment terms will be set up as Net 30 days with no additional early payment discount.

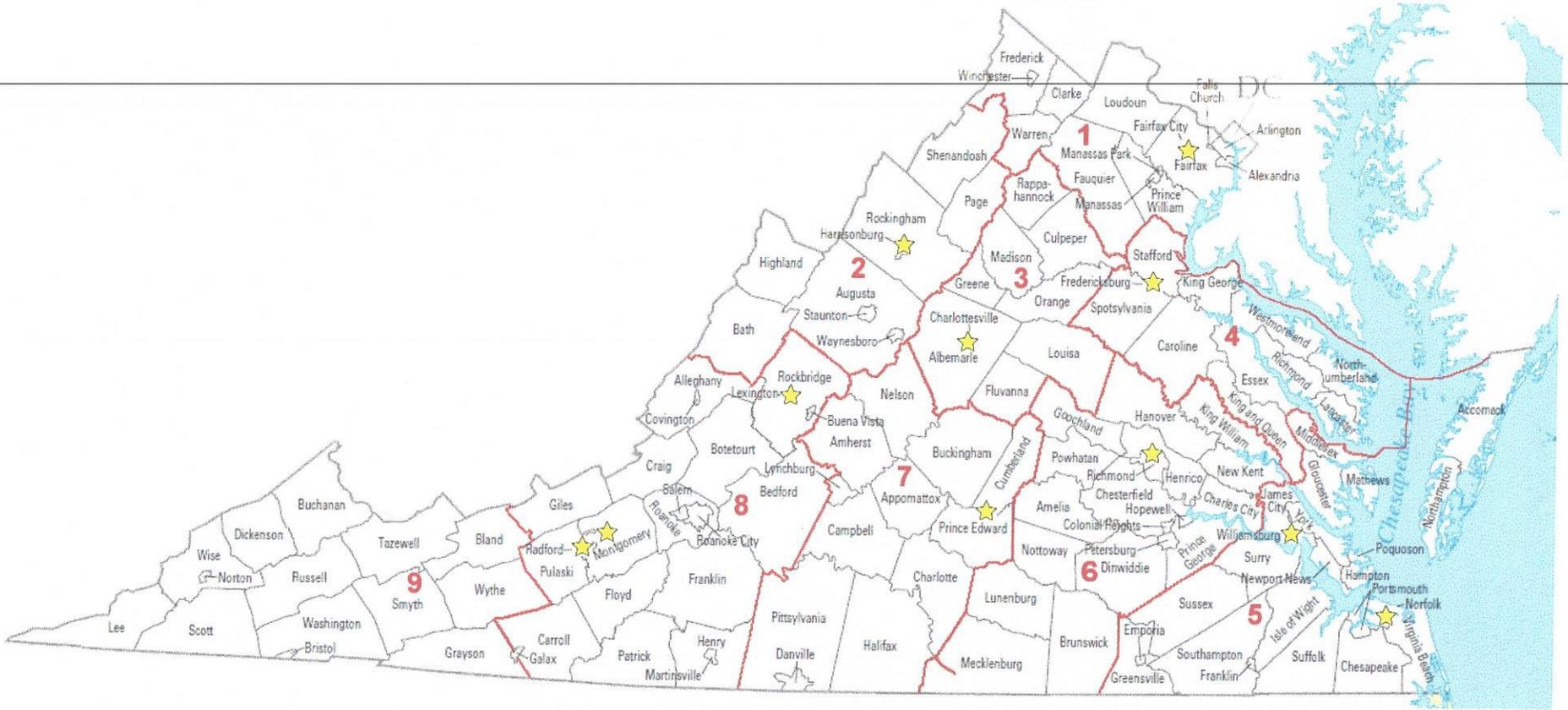
RFP R18-007 – ATTACHMENT H

	DESCRIPTION	MANUFACTURER	ANNUAL ESTIMATED QUANTITY	UNIT	RETAIL PRICE	UNIT PRICE (AFTER DISCOUNT)	UNIVERSITY % DISCOUNT	EXTENDED PRICE
1.	2" x 4" x 8' spruce		250	EACH	N/A			
2.	2" x 4" x 8' treated		90	EACH	N/A			
3.	3/4" BC grade plywood		25	EACH	N/A			
4.	2" x 4" x 10' metal studs & gauge plates (20 gauge)		110	EACH	N/A			
5.	Un-Faced R13 insulation (16" wide)		3500	SQ. FEET	N/A			
6.	Drywall Screws 6 x 1-1/4" course thread (1/4 KEG 8,000 CT)	Hillman	9	CARTON	\$56.99	\$51.29	10%	\$461.61
7.	Ceiling Tile (Box of 16)	Armstrong #770	35	BOX	N/A			
8.	Rags (4 LB #5 WHITE COTTON)	Intex Supply	90	PACKS	\$12.99	\$11.69	10%	\$1,052.10
9.	Screwdriver, 4 in 1 (Phillips and straight points)	Master Mechanic	42	EACH	\$3.99	\$3.59	10%	\$150.78
10.	Grade 2 Hex cap Screws 1/4-20x1 (100 pack)	Hillman	550 (600)	EACH	\$6.99	\$6.29	10%	\$37.74
11.	Hard Hats, white (shall be ratchet style)	Safety Works	30	EACH	\$14.99	\$13.49	10%	\$404.70
12.	6" – 14 TPI Saw-Zall Blade (5 pack)	Milwaukee	125	EACH	\$14.99	\$13.49	10%	\$337.25
13.	X-large 3 piece rain suits	Condor or Equivalent	22	EACH	\$19.99	\$17.99	10%	\$395.78
14.	Makita 18 V Lithium hammer drill and impact driver combo kit (Discontinued) https://www.makitatools.com/products/details/LXT211 Alternate comparable: Milwaukee 18 V (M18) Cordless Lithium Ion Combo Kit, Hammer Drill/Impact Driver 1/2 - Inch	Model LXT211 (Discontinued) Model 2697-22	10	EACH KIT	\$299.99	\$269.99	10%	\$2,690.90
							TOTAL:	\$5,530.86

RFP R18-007 - Attachment I - RFP Response Checklist

The following items are required as part of your RFP submission.

- Completed and Signed Legal Name, Address and additional information, inside cover sheet (Page 3)
- Detailed RFP Response per Section VIII, Proposal Preparation and Submission
- Acknowledge of Addendum(s) to RFP (if any are issued)
- Attachment D – Offeror Data Sheet
- Attachment E – COVA W9
- Attachment F - SWaM Utilization Plan
- Attachment G - Financial Proposal
- Attachment H - Hypothetical Scenario to be used for Financial Proposal Assignment of Points



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

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u>

Attachment C

Contractor's Supplemental Contract Correspondence Dated

NORTHWEST HARDWARE
APPENDIX A – Dated April 27, 2018
Questions/Negotiation Points

Radford University RFP #R18-007
General Building Materials, Hardware and Related Supplies

As allowed in Section **IX) B** of the subject RFP, the University is conducting negotiations. Following is a list of negotiation questions we are requesting your company to respond prior to our negotiation meeting.

You must include a response to each question in the order presented below. Do not leave any areas blank or refer the negotiation committee back to your original proposal submission. Please be concise in your response.

1. **RADFORD UNIVERSITY – QUESTION:** Do you agree there are no sections in your proposal deemed proprietary or confidential? If no, specifically identify sections and the reasons as to why they are deemed either proprietary or confidential.

NORTHWEST HARDWARE – ANSWER: YES

2. **RADFORD UNIVERSITY – QUESTION:** Per your RFP response, if awarded a contract you agree the standard two-party contract made available in the RFP document will be the only document used to award the contract?

NORTHWEST HARDWARE – ANSWER: YES

3. **RADFORD UNIVERSITY – QUESTION:** Per your RFP response, you agree and understand that the terms and conditions of the RFP # R18-007 shall govern the contract if a contract is awarded to your company?

NORTHWEST HARDWARE – ANSWER: YES

4. **RADFORD UNIVERSITY – QUESTION:** This proposal was written with cooperative language to include the additional 10 Virginia Association of State College & University Purchasing Professionals (“VASCUPP”) higher education schools. Are you willing to extend your current pricing proposal to these schools?

NORTHWEST HARDWARE – ANSWER: YES, within Zone 8 only.

5. **RADFORD UNIVERSITY – QUESTION:** Can you offer same day delivery if needed by the University?

NORTHWEST HARDWARE – ANSWER: Yes, we will put forth our best effort provided that we are adequately staffed for that day.

6. **RADFORD UNIVERSITY – QUESTION:** Can the \$250 minimum order requirement for free delivery be reduced?

NORTHWEST HARDWARE – ANSWER: NO

7. **RADFORD UNIVERSITY – QUESTION:** Will your company assign a specific account representative to the University? If so, please provide contact information.

NORTHWEST HARDWARE – ANSWER: Yes, (1) Eddie Hopkins, Store Mgr. (2) Randy Peregoy

8. **RADFORD UNIVERSITY – QUESTION:** Please describe your quickest turn-around time if emergency services/deliveries are needed. Do you have after hours and a contact? What is mark-up of price if after hours?

NORTHWEST HARDWARE – ANSWER: The most reasonable time frame for emergency turn around delivery would be 2 hours. Yes, we can work with after hour requests. The above contacts would be available to work with Radford University at an additional \$1000.00 per transaction.

9. **RADFORD UNIVERSITY – QUESTION:** What is your policy on defective/damaged parts received by the University?

NORTHWEST HARDWARE – ANSWER: Defective / Damaged items can be returned in store or picked up on the next scheduled delivery. Credit will be issued once item is verified. Replacements will be rebilled and delivered without additional fees.

10. **RADFORD UNIVERSITY – QUESTION:** What is your company's policy on any minimum order limits?

NORTHWEST HARDWARE – ANSWER: We do not stipulate any minimums on order amounts outside of delivery. Orders for delivery that are under \$ 250.00 will incur a \$ 25.00 delivery fee.

11. **RADFORD UNIVERSITY – QUESTION:** Can you discuss your company’s delivery policy as to when delivery charges might be incurred?

NORTHWEST HARDWARE – ANSWER: A delivery charge will incur if total order is below \$ 250.00 after 10% discount.

12. **RADFORD UNIVERSITY – QUESTION:** How many delivery drivers to you employ that would be servicing the University?

NORTHWEST HARDWARE – ANSWER: We have 3 assigned personnel to handle delivery.

13. **RADFORD UNIVERSITY – QUESTION:** Can you confirm the discount is 10% off all item categories?

NORTHWEST HARDWARE – ANSWER: Confirmation of 10 % discount is correct.

14. **RADFORD UNIVERSITY – QUESTION:** Will the percentage discounts offered by Northwest Hardware Company fluctuate each year or will they remain constant throughout the life of the contract?

NORTHWEST HARDWARE – ANSWER: Yes, the percentage discount offered by Northwest Hardware will remain consistent throughout the life of the contract.

15. **RADFORD UNIVERSITY – QUESTION:** Please provide a sample copy of a quote along with the appropriate discount reflected on the quote. Also, will need the contract number referenced on all quotes. For this sample quote, please use the RFP # of R18-007 as the contract number.

NORTHWEST HARDWARE – ANSWER: see attached

16. **RADFORD UNIVERSITY – QUESTION:** Please include a sample bill of lading for the sample quote you provide in question above and is the University’s order number referenced (please indicate where it can be found)?

NORTHWEST HARDWARE – ANSWER: see attached

17. **RADFORD UNIVERSITY – QUESTION:** Are you willing to stock special items for Radford University, if requested?

NORTHWEST HARDWARE – ANSWER: Yes, Northwest Hardware will stock special items for Radford University up to \$ 100,000.00 in retail value.



QUOTE

3687 Cleburne Boulevard
 Dublin, VA 24084
 540-674-5100

DATE	5/13/2018
QUOTE #	22161
CUSTOMER ID	
VALID UNTIL	6/12/2018

Randy Peregoy

CUSTOMER

Radford University
 PO BOX 6885
 Radford, VA 24142

CONTRACT # R18-007

DESCRIPTION	UNIT PRICE	QTY	TAXED	AMOUNT
196032 1/4 keg 1.25x6 Dry Screw	61.99	9		512.91
127685 4LB Block WHT Knit Rag	\$14.99	90		1,169.10
578037 MM 4 In 1 Screwdriver	4.79	42		167.58
207583 WHT Non-Vent Hard Hat	\$17.99	30		449.70
352328 5PK 6"14T Recipro Blade	17.99	25		374.75
XL ORG Rainsuit	23.99	22		439.78
798143 100PK 1/4-20x1 Hex Bolt (Sale item)	6.99	6		41.94
948115 M18 Cordless 2 Tool Combo Kit (Sale item)	299.99	10		2,999.90
				-
				-
				-
				-

TERMS AND CONDITIONS

Customer Acceptance (sign below):

x _____

Print Name:

Subtotal	\$ 6,155.66
Non-Taxable	
Subtotal	
TD Discount	\$ 615.57
Other	
TOTAL	\$ 5,540.09

If you have any questions about this price quote, please contact
 Randy Peregoy 540-676-5677

Thank You For Your Business!

NORTHWEST HARDWARE (WILLIAMSON)
2303 WILLIAMSON RD
ROANOKE, VA 24012

PHONE: (540) 362-1868

CUST NO: 255686 JOB NO: 000 PURCHASE ORDER: R18-007 REFERENCE: PO # R18-007 TERMS: NET 30 DAYS CLERK: VO DATE / TIME: 5/10/18 8:28

SOLD TO:
 RADFORD UNIVERSITY

P O BOX 6885
 RADFORD VA 24142

SHIP TO:

TERMINAL: 771
 ORDER: 552136

TAX: A1 ROANOKE TAXABLE

INVOICE: /1

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	9	9	EA	196032	1/4Keg 1.25x6 Dry Screw	61.99	9	56.99 /EA	512.91 N
2	90	90	EA	127685	4LB Block WHT Knit Rag	14.99	90	12.99 /EA	1,169.10 N
3	42	42	EA	578037	MM 4 In 1 Screwdriver	4.79	42	3.99 /EA	167.58 N
4	6	6	EA	798143	100PK 1/4-20x1 Hex Bolt		6	6.99 /EA	41.94 N
5	30	30	EA	207583	WHT Non-Vent Hard Hat	17.99	30	14.99 /EA	449.70 N
6	25	25	EA	352328	5PK 6"14T Recipro Blade	17.99	25	14.99 /EA	374.75 N
7	22	22	EA	770315	XL ORG Rainsuit	23.99	22	19.99 /EA	439.78 N
8	10	10	EA	948115	M18 CORDLESS 2 TOOL COMBO KIT		10	299.99 /EA	2,999.90 N

TRAINING

(RONDA LONDON)
 ** AMOUNT CHARGED TO STORE ACCOUNT **

TAXABLE 0.00
 NON-TAXABLE 6155.66
 SUBTOTAL 6155.66
 TD DISCOUNT -615.57

5540.09

TAX AMOUNT 0.00

TOTAL 5540.09

TOT WT: 789.18

X

Received By _____

London, Ronda

From: Vance Overstreet <northwestvance@gmail.com>
Sent: Monday, December 10, 2018 12:58 PM
To: London, Ronda
Cc: Randy Peregoy
Subject: Re: Final Contract Draft?

Ronda,

Sorry for the delayed response! We can offer the discount to all zones, but delivery prices are only available for zone 8.

Best,

On Fri, Dec 7, 2018 at 4:28 PM London, Ronda <rlondon1@radford.edu> wrote:

Afternoon,

Just one more item to confirm: Is the discount structure only for Zone 8? That was a yes in your response to our Negotiation Points but I thought somewhere else it was for all zones. Can you please confirm and then will have the contract sent over to you.

Hope you have a good weekend.

Thanks,

Ronda