



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: RU19009

This contract entered into this 1st day of January, 2019, by 84 Lumber Company, located at 1019 Rt. 519 Eighty Four, PA 15330, 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 26, 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. Item Categories and Applicable Discounts (Attachment D)
 - F. 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.
- E. Item Categories and Applicable Discounts

V. FINANCIAL CONSIDERATIONS:

A. CONTRACTOR POINT OF CONTACT:

Patrick Lawrence, Pearisburg Contractor Sales Representative – Store Phone # 540-921-2284

Scott Bard, Government Account Manager – P# 724-228-8820 Ext. 2039 Email: scott.bard@84lumber.biz

B. PURCHASE ORDERS: 84 Lumber Company is registered in Eva.

84 Lumber Company 1708-Pulaski, VA
1019 Route 519
Eight Four, PA 15330

C. 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.

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. PRICING STRUCTURE BY ZONE: 84 Lumber has submitted the item categories discount structure to include all ZONES. All Item Categories (per Attachment D) – 5% to 10% Discount off Retail Price and are consistent with the National Cooperative Purchasing Alliance contract as follows:



LUMBER

GOVERNMENT SALES

Cooperative Contract Discount by Product Category

<u>PMA#</u>	<u>ITEM CATEGORY</u>	<u>% Disc.</u>	<u>PMA#</u>	<u>ITEM CATEGORY</u>	<u>% Disc.</u>
1	DIMENSIONAL LUMBER	10	24	WINDOWS, WOOD & CLAD	8
2	STUDS	5	25	WINDOWS, ALUM, VNL,	10
3	TREATED LUMBER	5		SKYLITES	
4	BOARDS	8	26	DOORS, PATIO	10
5	WEATHER RESISTANT WOOD	8	27	INSULATION FBRGL, CELLULOSE	10
6	FENCING, TIMBER & LANDSCAPE	5	28	MOULDING	10
7	PLYWOOD SHEATHING & OSB	5	29	PANELING	9
8	PARTBRD, HARDBRD, FN PLYWD	5	30	CEILING	10
9	SIDING - WOOD/HDBRD/T111/CMT	6	31	FLOOR COVERINGS	10
10	TRUSSES	6	32	COUNTERTOPS	8
11	ROOFING & COATINGS	5	33	VANITIES, TOPS & MED CABINETS	10
12	ROOFING, GALV & CORR FIBER	8	34	TUBS, SHOWERS & TOILETS	8
13	CONCRETE, MORTAR	5	35	FAUCETS	10
14	INSULATION SHEATHING	6	36	CAULK, ADHES, PAINT, STAIN	10
15	DRYWALL	5	37	NAILS	10
16	SIDING/SOFFIT VINYL/ALUM	10	38	FASTENERS	10
17	SIDING ACCES & SHUTTERS	10	39	METAL TIES & HANGERS	8
18	GUTTER & TRIM ALUM/GALV	10	40	TOOLS & ACCESSORIES	6
19	VENTS & ROOFING METAL	10	41	LOCKSETS	10
20	DOORS, GARAGE	10	42	LIGHTS	10
21	DOORS, STORM & SCREEN	8	43	LADDERS & GARDEN TOOLS	8
22	DOORS, EXTERIOR	8	44	ELECTRICAL	9
23	DOORS, INTERIOR & BIFOLDS	8	45	HARDWARE	10
			46	PLUMBING	10
			47	FENCE, METAL & MISC	5
			94	ENGINEERED LUMBER	8

Government Sales Dept.
1-888-456-8492 724-228-8820 x2032
governmentsales@84lumber.com

- 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 the 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 from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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 accessed 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:

Print Name: Scott J. Bard

Title: Account Mgr.

Signature: Scott J. Bard

Date: 12-14-18

PURCHASING AGENCY: RADFORD UNIVERSITY

Print Name: JEFFREY (JEFF) B. GROSECLOSE

Title: SENIOR CONTRACT OFFICER

Signature: Jeffrey B. Groseclose

Date: 12/19/2018

Attachment A

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

Radford University's Addendum Number 1 dated March 16, 2018



**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

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 8: Radford University & Virginia Tech

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

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.					

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

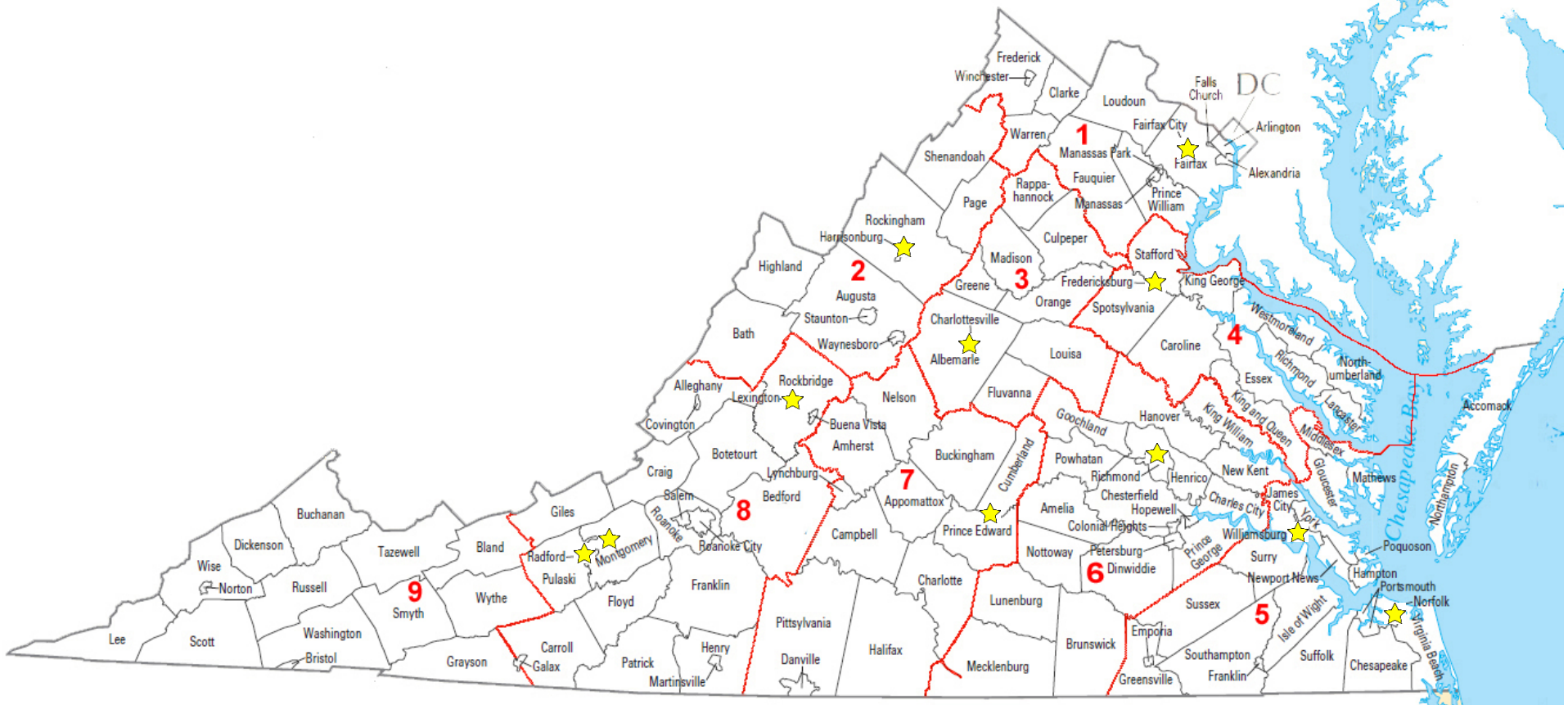
Attachment H is for evaluation purposes only to provide the Evaluation Committee the needed information to perform the Financial Analysis in the Evaluation Criteria section of this RFP. The Financial Proposal, Attachment G, should be applied to the hypothetical scenario below in order to determine which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

<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>



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**

RADFORD UNIVERSITY

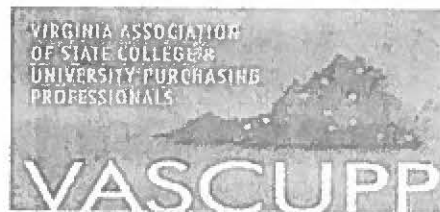
**PROCUREMENT AND CONTRACTS
P.O. BOX 6885
501 STOCKTON STREET
RADFORD, VA 24142**

REQUEST FOR PROPOSAL

R18-007

GENERAL BUILDING MATERIALS, HARDWARE AND RELATED SUPPLIES

FEBRUARY 27, 2018



RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP

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: 84 Lumber Company	Date: 3-26-18
Street: 1019 Rt. 519	Signature: 
PO Box:	Print Name: Scott J Bard
City/State/Zip: Eighty Four, PA 15330	Title: Government Account Mgr.
FEI/PIN/SSN: 	Telephone: 724-228-8820 Ext. 2039
eVA Vendor ID No.:	Fax: 866-288-2911 Email: Scott.bard@84lumber.biz
Check all that apply: <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Individual	
Department of Small Business and Supplier Diversity (DSBSD) Certification No. 686367 and Expiration Date: 11-1-18 Certification Category: <input checked="" type="checkbox"/> Woman-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Small Business (www.sbsd.virginia.gov) for additional information.	
eVA Virginia's eProcurement Portal Registered: Yes <input type="checkbox"/> - eVA Vendor ID# C5888	
Commonwealth of Virginia State Corporation Commission registration number: _____	

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.



Capability Statement

Core Competencies

Founded in 1956, 84 Lumber Company is the nations' leading privately held building materials and service supplier. The company encompasses over 250 locations nationwide and 5,000 professional associates who provide one-on-one services to every customer, ensuring an efficient and satisfying purchasing experience.

Through our procurement specialist in the commercial, government, web, installed, national, international and retail division we confidently solve each unique customer's specific needs and create mutual profit in our area of expertise.

Products

- Lumber
- Insulation
- Moulding
- Siding
- Decking & Railing
- Roofing
- Hardware
- Engineered Lumber
- Doors & Windows
- Plywood
- Trim
- Flooring
- Drywall
- Trusses & Wall Panels
- Skylights

Services

- Construction Service:
- Builder Plan Services
- Builder's Risk Insurance

Differentiators

- Pierce Hardy Limited Partnership - In House Development Company
- State of the art Training Facility
- Satellite shipping system saved over 250,000 gallons in 2011 versus 2010 where we passed the savings onto our customers.
- 84 Sign Shop (produces everything from business cards to billboards)
- 84 Travel Agency

Recognitions

- WBENC Certified
- WBE Certified in Multiple States
- LEED, USGCB, FSC certified
- 2003 Pro dealer of the year, by Home Channel News

Past Performance

- Raystown Crossing, PA
- Grand Palisades, FL
- Cumberland Meadows, MD
- The Banks, OH

Registered Company Name: 84 Lumber Company LP

Key Contact: Adam Eckley

Office Telephone: 724-228-8820 ext: 2031

Company Website: www.84lumber.com

Email Address: Adam.Eckley@84lumber.biz

DUNS: 61-0953614

Tax ID: 25-1613116

CAGE: 1J4E0

WOB: WBENC Certified # 2005116903

GSA Schedule 51V: GS-21F-0099X



Addendum Number 1

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Respectfully,



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

Name of Firm: 84 Lumber Company	
Signature: 	Title: Account Mgr.
Print Name: Scott J. Bard.	
Date: 3-28-18	

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: <u>84 Lumber Company</u>	
NAME: <u>Michael Chambers</u>	TITLE: <u>Contractor Sales</u>
PHONE: <u>(546) 236-7942</u>	EMAIL: <u>Chambers M@1726.84lumber.com</u>
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: <u>62</u>	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: <u>Bland Correctional</u>	Contact Name and Title: <u>Robert Green (grounds)</u>
Phone: <u>(276) 415-3092</u>	Email: <u>Robert.green@vabc.virginia.gov</u>
Fax: ()	
Project: <u>General Supplies</u>	
Dates of Service: <u>1-1-16 to Present</u>	\$ Value: <u>650,000</u>
2) Company: <u>Giles Co. Board of Supervisors</u>	Contact Name and Title: <u>Jimmy McCroskey (Supervisor)</u>
Phone: <u>(540) 921-2525</u>	Email: <u>jmcroskey@gilescounty.org</u>
Fax: ()	
Project: <u>General Supplies</u>	
Dates of Service: <u>1-1-01 to Present</u>	\$ Value: <u>\$ 1,000,000</u>

3) Company:		Contact Name and Title:	
Giles County Vocational		Paul Baker (Supervisor)	
Phone: (540-921-1166)		Email:	
Fax: ()		pbaker@gilesk12.net	
Project:			
Housing Projects			
Dates of Service:		\$ Value:	
1-1-15 to Present		\$ 500,000.00	

4) Company:		Contact Name and Title:	
Community Housing Partners		Todd Peacock (Construction Mgr)	
Phone: (540-382-2262)		Email:	
Fax: ()		tpeacock@chpd2.org	
Project:			
Government Housing			
Dates of Service:		\$ Value:	
1-1-10 to Present		\$ 500,000.00	

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**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.

84 LUMBER COMPANY

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.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☒ Partnership

☐ Trust/estate

☐ 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.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1019 ROUTE 519

6 City, state, and ZIP code

EIGHTY FOUR, PA 15330 - 2813

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

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.

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.

Social security number

				-											
--	--	--	--	---	--	--	--	--	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--

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 ►

Pay & Cash

VP TAX

Date ►

02-22-2018

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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income; and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/Orderforms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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 \$
84 Lumber Company	686367	Amy Criss	building Products	
1019 Rt. 519 Eighty Four, PA 15330	Approved: 3/24/17 Exp. 3/24/20	Director of Supplier Diversity		
724-228-8820		amy.criss@84lumber.biz		

*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 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	Per Buyer	250	EACH	3.79	947.50	10%	852.75
2.	2" x 4" x 8' treated	CM. Tucker	90	EACH	6.19	557.10	10%	501.39
3.	3/4" BC grade plywood	Georgia Pacific	25	EACH	32.79	819.75	10%	737.78
4.	2" x 4" x 10' metal studs & gauge plates (20 gauge)	Per Buyer	110	EACH	5.69	625.90	10%	563.31
5.	Un-Faced R13 Insulation (16" wide)	Owens Corning	3500	SQ. FEET	39.69 ³³	1309.71	10%	1178.79
6.	Drywall Screws 6 x 1-1/4" coarse thread	Grip Rite	9	CARTON	57.39	516.51	10%	464.86
7.	Ceiling tile (Box of 16)	Armstrong #770	35	BOX	59.79	2092.65	10%	1883.39
8.	Rags	Super TUFF	90	PACKS	3.51	315.90	10%	284.31
9.	Screwdriver, 4 in 1 (Phillips and straight points)	DeWalt	42	EACH	5.33	223.86	10%	201.47
10.	Grade 2 Hex Cap Screws - 1/4-20x1	Grip Rite	550	EACH	184.99	7034.50	10%	6331.05
11.	Hard Hats, white (shall be ratchet style)	Safety Works	30	EACH	7.63	228.90	10%	206.01
12.	6" - 14 TPI Saw-Zall Blade	DeWalt	125	EACH	12.04	1505.00	10%	1354.50
13.	X-large 3 piece rain suits	Condor or Equivalent	22	EACH	24.99	549.78	10%	494.80
14.	Makita 18V lithium hammer drill and impact driver combo kit	Model LXT211	10	EACH KIT	458.93	4589.30	10%	4130.37
TOTAL EXTENDED PRICE:								19184.38

Attachment C

Contractor's Supplemental Contract Correspondence Dated

84 Lumber
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.

84 LUMBER – ANSWER: *yes*

2. RADFORD UNIVERSITY – QUESTION: If awarded a contract do you agree to the standard two-party contract made available in the RFP document will be the only document used to award the contract?

84 LUMBER – ANSWER: *Yes*

3. RADFORD UNIVERSITY – QUESTION: Do you acknowledge, 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?

84 LUMBER – ANSWER: *Please Review our Attached terms and Conditions. You DONOT need to fill out credit app. But please review conditions and lets discuss.*

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?

84 LUMBER – ANSWER: *yes*

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

84 LUMBER – ANSWER: *Yes*

6. RADFORD UNIVERSITY – QUESTION: Please describe your quickest turn-around time if emergency services/deliveries are needed.

84 LUMBER – ANSWER: *Usually same day is available*

7. RADFORD UNIVERSITY – QUESTION: What is the location of the warehouse that would be serving Radford University and will this location deliver to the University?

84 LUMBER – ANSWER: *Pearisburg V.A.*

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

84 LUMBER – ANSWER: *If the product was received damaged we will replace it.*

9. RADFORD UNIVERSITY – QUESTION: Please provide your return policy along with any restocking charges.

84 LUMBER – ANSWER: *all returns will be added back to the account they were purchased under.*

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

84 LUMBER – ANSWER: *none*

11. RADFORD UNIVERSITY – QUESTION: Can you discuss your company's delivery policy as to if delivery charges might be incurred? Please discuss any proposed set or established delivery schedules, if any (i.e., every Monday, every other Tuesday, etc.).

84 LUMBER – ANSWER: *all quotes provided to the University will have delivery included.*

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

84 LUMBER – ANSWER: *Usually one although there are substitutes.*

13. RADFORD UNIVERSITY – QUESTION: Is your discount off retail or list price and is it 10% of all manufacturers or item category?

84 LUMBER – ANSWER: *yes*

14. RADFORD UNIVERSITY – QUESTION: Can you provide a list of manufacturers along with the discount for each or the item category and discount?

84 LUMBER – ANSWER: *A List could be provided if necessary*

15. RADFORD UNIVERSITY – QUESTION: Will the percentage discounts offered by 84 Lumber Company fluctuate each year or will they remain constant throughout the life of the contract?

84 LUMBER – ANSWER: *They will remain constant ~~necessary~~*

16. 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.

84 LUMBER – ANSWER:

17. 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)?

84 LUMBER – ANSWER:

18. RADFORD UNIVERSITY – QUESTION: Please provide a sample invoice consistent with the quote/bill of lading above. Again, is the order number referenced on invoice (please indicate where located)?

84 LUMBER – ANSWER:

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

84 Lumber

3 | Page

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

84 LUMBER – ANSWER: *Yes*

20. RADFORD UNIVERSITY – QUESTION: Would you have a catalog in paper format or on-line that would enable University employees to identify items they need?

84 LUMBER – ANSWER: *We currently do not have anything in place for that*

ESTIMATE #274
05/14/18 1:52 PM

84 LUMBER CO.

PAGE 1

NAME: RADFORD UNIVERSITY
CODE: 5814172000-000-000
ADDRESS: PO BOX 6909
RADFORD, VA 24141

PHONE: (540) 831-6085 FAX: (540) 831-7742
PROJECT: R18-007

STORE: 1720 - PEARISBURG
ADDRESS: 3345 VIRGINIA AVE.
PHONE: (540) 921-2284
ASSOCIATE: MICHAEL CHAMBERS
EST DATE: 05/14/18 START: / /

< THIS IS NOT A RECEIPT >

#274

CUSTOMER COPY

	P.O.S.#	QTY	DESCRIPTION	PRICE	EXTENDED
1.	2040801	296	2X4X8 #2&BTR KD SPF	4.09	1210.64
2.	845964	1	PP EXT 9X3 2M	99.97	99.97
3.	33400	10	23/32X4X8 SYP BC	36.99	369.90
				SUBTOTAL	\$1,680.51
				0% TAX TM	\$0.00
				TOTAL	\$1,680.51

Normal Price

84 LUMBER CO. ESTIMATE AND PRICING POLICY

1. REGULAR UNIT PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE ANYTIME AFTER 7 DAYS FOLLOWING DATE OF ESTIMATE.
2. SALE PRICES ARE IN EFFECT ONLY UNTIL THE END OF THE ADVERTISED SALE PERIOD.
3. CUSTOMER DEPOSIT OF FULL AMOUNT OF ESTIMATED TOTAL PRICE WILL RENDER UNIT PRICES FIRM FOR 30 DAYS FROM DATE OF DEPOSIT.
4. 84 LUMBER CO. ASSUMES NO RESPONSIBILITY FOR ACCURACY OF TAKE OFFS FROM DRAWINGS OR BLUEPRINTS OR THAT THE PRODUCTS LISTED WILL BE SUFFICIENT TO COMPLETE CUSTOMER'S INTENDED PROJECT. CUSTOMERS SHOULD HAVE QUALIFIED ENGINEER OR ARCHITECT REVIEW ALL QUANTITIES.
5. THIS ESTIMATE DOES NOT CONSTITUTE A CONTRACT OF SALE OR GUARANTEE AVAILABILITY OF ANY PRODUCT LISTED.
6. ALL PRICES QUOTED BASED ON TOTAL PACKAGE PRICE AND SUBJECT TO CHANGE IF TOTAL PACKAGE NOT PURCHASED OR CONTENTS OF PACKAGE CHANGE.

For this project, call Maggie's Mgmt LLC dba 84 Insurance for a quote on Builders Risk Insurance at 877-866-1384 Opt. 1 Ext. 2108 or visit 84insurance.com.

Maggies Management, LLC is a licensed insurance producer and is a separate entity from 84 Lumber Co. 84 Lumber Co. is not licensed to and does not sell insurance.

ESTIMATE #274

05/14/18 1:52 PM

84 LUMBER CO.

PAGE 1

NAME: RADFORD UNIVERSITY

CODE: 5814172000-000-000

ADDRESS: PO BOX 6909

RADFORD, VA 24141

PHONE: (540) 831-6085

FAX: (540) 831-7742

STORE: 1720 - PEARISBURG

ADDRESS: 3345 VIRGINIA AVE.

PHONE: (540) 921-2284

ASSOCIATE: MICHAEL CHAMBERS

EST DATE: 05/14/18 START: / /

PROJECT: R18-007

< THIS IS NOT A RECEIPT >

#274

CUSTOMER COPY

P.O.S.#	QTY	DESCRIPTION	PRICE	EXTENDED
1. 2040801	296	2X4X8 #2&BTR KD SPF	3.68	1089.28
2. 845964	1	PP EXT 9X3 2M	89.97	89.97
3. 33400	10	23/32X4X8 SYP BC	33.29	332.90
			SUBTOTAL	\$1,512.15
			0% TAX TM	\$0.00
			TOTAL	\$1,512.15

University Discount

84 LUMBER CO. ESTIMATE AND PRICING POLICY

1. REGULAR UNIT PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE ANYTIME AFTER 7 DAYS FOLLOWING DATE OF ESTIMATE.
2. SALE PRICES ARE IN EFFECT ONLY UNTIL THE END OF THE ADVERTISED SALE PERIOD.
3. CUSTOMER DEPOSIT OF FULL AMOUNT OF ESTIMATED TOTAL PRICE WILL RENDER UNIT PRICES FIRM FOR 30 DAYS FROM DATE OF DEPOSIT.
4. 84 LUMBER CO. ASSUMES NO RESPONSIBILITY FOR ACCURACY OF TAKE OFFS FROM DRAWINGS OR BLUEPRINTS OR THAT THE PRODUCTS LISTED WILL BE SUFFICIENT TO COMPLETE CUSTOMER'S INTENDED PROJECT. CUSTOMERS SHOULD HAVE QUALIFIED ENGINEER OR ARCHITECT REVIEW ALL QUANTITIES.
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6. ALL PRICES QUOTED BASED ON TOTAL PACKAGE PRICE AND SUBJECT TO CHANGE IF TOTAL PACKAGE NOT PURCHASED OR CONTENTS OF PACKAGE CHANGE.

For this project, call Maggie's Mgmt LLC dba 84 Insurance for a quote on Builders Risk Insurance at 877-866-1384 Opt. 1 Ext. 2108 or visit 84insurance.com.

Maggies Management, LLC is a licensed insurance producer and is a separate entity from 84 Lumber Co. 84 Lumber Co. is not licensed to and does not sell insurance.

London, Ronda

From: Scott Bard <Scott.Bard@84Lumber.biz>
Sent: Thursday, December 6, 2018 10:33 AM
To: London, Ronda
Subject: RE: RU Response to your response to Questions/Negotiation Points dated April 27, 2018

Good Morning Ronda,

I'm sorry, I did not. We have been processing PO's from you all for some time now and all has been fine. I think as long as we have a net 30 payment, we can move forward.

Thanks,

Scott

Scott Bard

Scott Bard
Government Sales Contract Manager
84 Lumber Company
1019 Route 519
Eighty Four, PA 15330
(O): 724.228.8820 ext. 2039



Schedule
Contract GS-21F-0099X



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From: London, Ronda [mailto:rlondon1@RADFORD.EDU]
Sent: Thursday, December 6, 2018 9:43 AM
To: Scott Bard <Scott.Bard@84Lumber.biz>
Subject: RE: RU Response to your response to Questions/Negotiation Points dated April 27, 2018

Hi Scott, I just realized that you did not respond to Item 7 below in my email. Can you please review and provide me with your response?

Thank you,
Ronda

From: London, Ronda
Sent: Tuesday, December 4, 2018 1:35 PM
To: Scott Bard <Scott.Bard@84Lumber.biz>
Subject: RE: RU Response to your response to Questions/Negotiation Points dated April 27, 2018

Afternoon Scott,

What is Patrick's Title?

Additionally, here is what we have in eVA right now for orders. I cannot change anything in eVA for you since self registered. However, please note that the Order always reflects Radford University. Let me know if what I have is ok to use.

Review Details for Location

These are the details for the field you selected.

Name: 84 LUMBER COMPANY [REDACTED]
Address: 1019 Route 519
Eighty Four, PA 15330
United States

[REDACTED]
Contact (Joe Smith): Adam Eckley

[REDACTED]
Fax: 866-358-0110

[REDACTED]

Preferred Ordering Method: Print

Thanks,
Ronda

From: Scott Bard <Scott.Bard@84Lumber.biz>

Sent: Tuesday, December 4, 2018 1:16 PM

To: London, Ronda <rlondon1@RADFORD.EDU>

Subject: RE: RU Response to your response to Questions/Negotiation Points dated April 27, 2018

Hi Ronda,

Please see comments below.

Thanks,

Scott

Scott Bard

Contract # RU19009

Scott Bard
Government Sales Contract Manager
84 Lumber Company
1019 Route 519
Eighty Four, PA 15330
(O): 724.228.8820 ext. 2039



Schedule
Contract GS-21F-0099X



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From: London, Ronda [<mailto:rlondon1@RADFORD.EDU>]

Sent: Monday, November 19, 2018 5:02 PM

To: Scott Bard <Scott.Bard@84Lumber.biz>

Subject: RE: RU Response to your response to Questions/Negotiation Points dated April 27, 2018

Hi Scott,

Attached is the rough draft of the contract. Additionally, I need the following from you:

1. Where do we send our Purchase Orders to when loading them into eVA? Please send Purchase Orders to me.
2. Are you going to be our primary point of contact? If not, please provide full contact information for main POC. Point of contact will be Patrick Lawrence at our Pearisburg, VA store (540) 921-2284
3. What is the 10% item category discount based on (list, retail, etc.)? The discount will be a 5-10% discount based off of retail price. This will align with the NCPA contract pricing. I am filling this in to send over to you on contract you sent me.
4. Please send me a sample bill of lading. Will send in separate email.
5. Please send me a sample invoice. One was sent but too faint to see much on it. Will send in separate email.
6. I didn't include all the Attachments but you have all of those already. I will just scan them into the final contract document.
7. Per my earlier email below, Item 3 on your response to the University's questions dated April 27, 2018, the University cannot agree to 84 Lumber's terms and conditions. Some of the terms included in your terms are in direct conflict with the Commonwealth of Virginia terms that were provided to your company in the RFP. Additionally, the last contract between the University and 84 Lumber did not include these terms. If there is a specific provision you want to include, we can discuss but cannot agree to include this document in its entirety. Section VII General Terms and Conditions, we cannot change anything in that entire section without the Attorney General's review/response.
8. Just an FYI, the Contract Administration has been changed from Storeroom Manager to Warehouse Manager.

Let me know if you have any questions, if not, please review and response.

Thanks Scott. Hope you have a wonderful Thanksgiving holiday.

Ronda

From: Scott Bard <Scott.Bard@84Lumber.biz>

Sent: Wednesday, November 14, 2018 11:18 AM

To: London, Ronda <rlondon1@RADFORD.EDU>

Subject: RE: RU Response to your response to Questions/Negotiation Points dated April 27, 2018

No Problem! We'll speak with you soon.

Have a great week!

Scott

Scott Bard

Scott Bard
Government Sales Contract Manager
84 Lumber Company
1019 Route 519
Eighty Four, PA 15330
(O): 724.228.8820 ext. 2039



Schedule
Contract GS-21F-0099X



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From: London, Ronda [<mailto:rlondon1@RADFORD.EDU>]

Sent: Wednesday, November 14, 2018 11:17 AM

To: Scott Bard <Scott.Bard@84Lumber.biz>

Subject: RE: RU Response to your response to Questions/Negotiation Points dated April 27, 2018

Give me a few days, I want to include everything in the contract so you have one place to review it all.

Thanks Scott for the quick response.

Ronda

From: Scott Bard <Scott.Bard@84Lumber.biz>

Sent: Wednesday, November 14, 2018 11:13 AM

To: London, Ronda <rlondon1@RADFORD.EDU>

Subject: RE: RU Response to your response to Questions/Negotiation Points dated April 27, 2018

Hi Ronda,

Can you please send a new copy of the contract? With the negotiations not being continued prior and us having personnel move on and dept being moved around on our end, we need a new copy of it to review.

Thanks,

Scott

Scott Bard

Scott Bard

Government Sales Contract Manager

84 Lumber Company

1019 Route 519

Eighty Four, PA 15330

(O): 724.228.8820 ext. 2039



Schedule
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From: London, Ronda [<mailto:rlondon1@RADFORD.EDU>]
Sent: Wednesday, November 14, 2018 11:00 AM
To: Scott Bard <Scott.Bard@84Lumber.biz>
Subject: RU Response to your response to Questions/Negotiation Points dated April 27, 2018

Good morning Scott,

My apologies for not getting back to you sooner. I have been out on a medical leave and unfortunately the negotiations were not continued during my leave. I am back at work full time starting tomorrow so hopefully, we can start where we left off. Prior to my leave, I had reviewed your company's response to the Questions/Negotiations Points document dated April 27, 2018 with Jeff Groseclose. In response to your answer on Item 3 (attached), the University cannot agree to 84 Lumber's terms and conditions. Some of the terms included in your terms are in direct conflict with the Commonwealth of Virginia terms that were provided to your company in the RFP. Additionally, the last contract between the University and 84 Lumber did not include these terms. If there is a specific provision you want to include, we can discuss but cannot agree to include this document in its entirety. Please advise.

I hope you have a great Thanksgiving.

Thank you,
Ronda