



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: RU20001

This contract entered into this 1st day of August, 2019, by H.T. Bowling, Inc., located at 6629 Hickman Cemetery Road, Radford, VA. 24141, 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 August 1, 2019 through July 31, 2020 with four (4) one-year renewal options to include all contractual provisions contained herein.
- IV. **FINANCIAL CONSIDERATIONS:**

Pricing table submitted with Contractor's Bid Response to Radford University Invitation for Bid R19-015

ITEM	DESCRIPTION	REGULAR TIME RENTAL COST	OVERTIME RENTAL COST
1.	Motor Grader with Operator CAT 140G or Equal	\$105.00	\$120.75
2.	Track Loader with Operator CAT 943 or Equal	\$95.00	\$109.25
3.	Rubber Tire Loader with Operator Cat IT-28B or Equal	\$85.00	\$97.75
4.	Track Dozer with Operator KOMATSU D-31 or Equal	\$95.00	\$109.25
5.	Rubber Tire Backhoe with Operator JD-310 or Equal	\$75.00	\$86.25
6.	Mini Excavator/Track Hoe with Operator KOMATSU PC-55 or Equal	\$90.00	\$103.50

7.	Medium Excavator/Track Hoe with Operator KOBELCO SK-135 or Equal	\$115.00	\$132.25
8.	Large Excavator/Track Hoe with Operator KOBELCO SK-35 or Equal	\$150.00	\$172.50
9.	Track Skid Steer with Operator CAT 259D or Equal	\$80.00	\$92.00
10.	Rubber Tire Skid Steer with Operator CAT 236B or Equal	\$75.00	\$86.25
11.	Vibrating Roller with Operator IR-SP-48 or Equal	\$65.00	\$74.75
12.	Tandem Axle Dump Truck with Operator VOLVO WG-64 or Equal	\$75.00	\$86.25
13.	Water Truck with Operator MACK DM-685 or Equal	\$75.00	\$86.25
Contractor shall provide supplemental hourly rates for labor to support and execute projects			
ITEM	DESCRIPTION	REGULAR TIME PER HOUR RATE	OVERTIME PER HOUR RATE
1.	Supervisor Labor (onsite supervision, planning, site visits to ensure projects are on track, etc.)	\$45.00	\$67.50
2.	Foreman Labor (typically the equipment operator, however, additional labor hours could be for onsite supervision, site layout, utility location, retaining walls, finishing work, detail site work, hand work/digging, etc.)	\$40.00	\$60.00
3.	Helper Labor (assist foreman, finishing work, detail site work, hand work/digging, etc.)	\$28.50	\$42.75

Note: All Materials, as requested by the University, will be at list price.

V. 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. Attachment A – Radford University's Invitation for Bid (IFB) R19-015 dated June 11, 2019 and Addendum 1 dated June 11, 2019.
- C. Attachment B – Contractor's Bid Response dated July 11, 2019.

- VI. **CONTRACT ADMINISTRATION:** The Landscape Superintendent, Facilities Management, is the assigned Contract Administrator (CA) for this contract. This assignment charges the CA with ensuring the terms and conditions of the contract are followed, payments are made in accordance with the contract 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 that cannot be resolved at this level or changes/modifications to the contract are required, the Contract Officer and/or Senior Contract Officer must be notified immediately by the CA. The Purchasing Agency will provide the Contractor with contact information for the Contract Administration.

VII. **COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS – RADFORD UNIVERSITY**

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 bid, 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 bids, bidders 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 Bidder 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 Bidder may be cause for rejection of the bid; however, Radford University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid.

14. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids 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 bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid 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 bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid 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.
- b. 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 bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.
20. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders 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 bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Governing Rules. The bidder 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).

Professional Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos, Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical

Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals or Health Maintenance Organizations) \$2,150,000 per occurrence, \$4,250,000 aggregate
(Limits increase each July 1 through fiscal year 2031 *per Code of Virginia § 8.01 – 581.15*)

Insurance Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

***When Used: FOR CONSTRUCTION SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED.** Required in all solicitations where a contractor will perform work or services in or on state facilities, the limits are minimums and may be increased. **When soliciting one of the Professions/Services listed above the specific profession/service referenced in the bid/offer shall apply.**

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 bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder 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. However, this shall not affect offers of discounts for payment in less than 30 days.

- 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. Contractual disputes*).

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, bidders shall state bid/offer in U.S. dollars.
27. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder 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 bids submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. *If all of these requirements are not met, then the firm's entire bid will be available for public inspection.*

VIII. **SPECIAL TERMS AND CONDITIONS:**

1. **ACCEPTANCE PERIOD:** Any bid submitted in response to this solicitation shall be valid for 30 days. At the end of the 30 days, the bid may be withdrawn at the written request of the bidder. If the bid 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. **ADDITIONAL INFORMATION:** Radford University reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid and to submit additional information, which the University deems desirable.
4. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
5. **AWARD:** Radford University will make the award(s) on a grand total sum basis to the lowest responsive and responsible bidder. The Procurement and Contracts Office reserves the right to conduct any test it may deem advisable and to make all evaluations. The University also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
6. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
7. **CODES AND STANDARDS:** All materials, equipment, and installation work shall be in compliance with specifications contained herein and all applicable codes and standards to include the Virginia Uniform Statewide Building Codes.
8. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of the University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the Contractor is objectionable to the University that employee shall be removed by the Contractor from the University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.
9. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified:

Contractor Name: _____
Contractor License # _____
Type _____

Subcontract Name: _____
License No. _____
Type: _____

10. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$750,000 or more, the bidder is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder within any 12-month period is between \$150,000 or more, but less than \$750,000 or more, the bidder is to be licensed as a "CLASS B CONTRACTOR." If such a contract is for \$1,000 or more but less than \$10,000, or if the Contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesman license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning Contractors. The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his Contractor license number:

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

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

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

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

If the bidder fails to provide the required license as requested by the University within a specific period of time, the bid shall not be considered for further evaluation.

11. **CONTRACTOR'S TITLE TO MATERIALS**: No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
12. **EXAMINATION OF DOCUMENTS AND SITE**: The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint her/himself with conditions therein existing shall in no way relieve any bidder from any obligations with respect to his bid or to the contract. The submission of a bid shall be taken as Prima Fascia evidence of compliance with this section.

Arrangements for site visitation may be made by contacting:

Name:	Ronda London
Phone #:	540-831-5090

13. **FINAL INSPECTION**: At the conclusion of the work, the Contractor shall demonstrate to the authorized University's representative that the work is operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
14. **IDENTIFICATION OF BID ENVELOPE**: The signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Bidder:	IFB#
Address:	Due Date: Time:
	IFB Title:
City, State, Zip Code	Name of Contract Officer:

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

15. **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.
16. **KEYS:** If the Contractor is given keys to University property(ies) for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, the Contractor will be charged for the replacement of the keys and any locks which are required to be rekeyed or replaced inclusive of material and labor costs incurred by the University.
17. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are canceled or rejected, the University reserves the right granted by § 15 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the University whenever such low bid exceeds the University's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the University for this Contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The University shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the University wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the University and the lowest responsive, responsible bidder.
18. **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.
19. **PARKING POLICY:** All Contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid Contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to <http://parking.asp.radford.edu/>. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
20. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that may be utilized, using best skills and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

21. **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.
22. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for four (4) successive one-year periods) under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- A. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Services" category of the Consumer Price Index for All Urban Consumers (Current Series) <CPI-U> released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- B. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Services" category of the Consumer Price Index for All Urban Consumers (Current Series) released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
23. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
- 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 are required to submit a Small Business Subcontracting Plan. Unless the bidder 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 or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids. 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.**

24. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assume compliance with all requirements of the contract.
25. **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.
26. **WORK SITE DAMAGES**: Any damage to existing utilities, equipment of finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.
- 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: H.T. Bowling, Inc.

Print Name: Kenneth Bowling

Title: V. President

Signature: [Signature]

Date: 7/17/19

PURCHASING AGENCY: RADFORD UNIVERSITY

Print Name: Teresa Anders

Title: Associate Director - Procurement and Contracts

Signature: [Signature]

Date: July 17, 2019

ATTACHMENT A

Invitation for Bid (IFB) R19-015 dated June 11, 2019 and the following Addenda:

Addendum No. 1 dated June 26, 2019

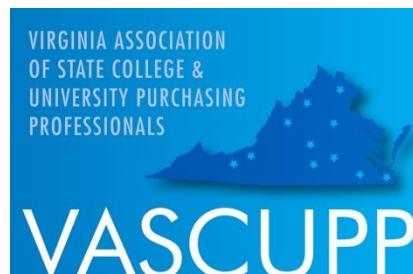


**PROCUREMENT AND CONTRACTS
P.O. BOX 6885
501 STOCKTON STREET
RADFORD, VA 24142**

**INVITATION FOR BID
#R19-015**

GRADING, EXCAVATING AND SITE SERVICES

JUNE 11, 2019



RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP



**INVITATION FOR BID
IFB # R19-015**

ISSUE DATE: June 11, 2019

TITLE: Grading, Excavating and Site Services

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: August 1, 2019 through July 31, 2020 with four (4) one-year renewal options or as negotiated.

SEALED BIDS DUE DATE/TIME: July 2, 2019 up to and including 3:00 PM Eastern Daylight Time
Bids received after the due date and time 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 24142-6885

Fax responses **will not** be accepted for **sealed** bids.

MANDATORY PRE-BID CONFERENCE: Reference is made to section (VIII) for complete information:

DATE and TIME: June 18, 2019 beginning at 9:00 a.m. EDT.

QUESTIONS/INQUIRIES: Email all inquiries for information to: Ronda London, rlondon1@radford.edu, 540-831-5090.
Written questions may be submitted no later than close of business on Thursday, June 20, 2019.

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 [eVA - Virginia's eProcurement Portal](#) (Virginia Business Opportunities). This is the only electronic source used by Radford University Procurement and Contracts Department to electronically post the IFB document and subsequent Addenda.

LATE BIDS: To be considered for selection, sealed bids must be received by the University by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the Procurement and Contracts Department. Unsealed bids submitted via fax or other electronic means must be received by the Procurement and Contracts Department electronically by the designated due date and time as marked by the electronic submission method. Bids 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 Bidder to insure that his/her bid reaches the Procurement and Contracts Department by the designated date and hour. *Bid 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 Bidder to check the website at www.radford.edu for said notices. If the University is closed on the date bids are due they will be accepted the same time the next scheduled date the University is open. If a pre-bid conference has been scheduled and the University is closed on the day of the conference a written addendum will be issued to officially reschedule the conference.

In compliance with this Invitation for Bid and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in Attachment **[F] Pricing Table**.

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:	
Fax:	Email	Web Address:
Check all that apply: ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Individual		
Department of Small Business and Supplier Diversity (DSBSD) Certification No. _____ and Expiration Date: _____		
Certification Category: ☐ Woman-Owned ☐ Minority-Owned ☐ Small Business (www.sbsd.virginia.gov) for additional information.		
eVA Virginia's eProcurement Portal Registered: Yes ☐ - eVA Vendor ID# _____		
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

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IFB R19-015 for Grading, Excavating and Site Services

I. **PURPOSE:**

- The intent and purpose of this Invitation for Bid (IFB) is to solicit bids from qualified sources to establish a term contract with one qualified contractor to provide Grading, Excavating and Site Services as outlined herein, to Radford University, (hereinafter referred to as the "RU" or "the University"), an agency of the Commonwealth of Virginia.

II. **BACKGROUND**

- **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.

Specific Background: Radford University currently utilizes a term contract for grading, excavating and site services on an as needed basis. The University's average spend over the past five year period is estimated to be \$300,000 annually.

III. **ADDENDUMS:** Any changes to the IFB document will be issued in the form of a written addendum and will be posted on the eVA website at the [eVA - Virginia's eProcurement Portal](#). It is the sole responsibility of the Bidder to check the eVA web page for all changes to the IFB prior to bid submission. Failure to do so may cause your bid to be deemed not responsive.

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 Landscape Superintendent, Facilities Management. Contact information will be provided upon award.

V. **DEFINITIONS:**

- **OVERTIME:** Overtime shall be based on any work time over forty (40) hours in a single week, and Saturdays and Sundays, except when the work schedule has been changed in agreement with the University and the Contractor. Overtime rates apply only to jobs for Radford University; hours worked at other jobs during same week shall not apply toward the University's overtime rate.
- **REGULAR TIME:** Regular time is defined as normal working hours under forty (40) hours in a single week Monday through Friday.
- **PAID HOURS:** Labor hours paid under this contract shall be only for productive hours at the job site, unless authorized by the Contract Administrator or authorized designee. No payment will be made for transporting equipment, maintenance or repair of equipment, lunch breaks, or other extended breaks. Time paid shall begin upon arrival and sign-in at the University and end upon sign-out.

VI. **SCOPE OF WORK:** The Contractor shall furnish all labor, tools, materials, equipment, staff required for the completion of all work as specified herein and in any attached additional specifications. All work and materials to the University shall be in compliance with the Scope of Work.

- **REQUIREMENTS:** The operator that is provided shall have extensive experience on all equipment listed herein. Operator shall be an excavation project superintendent capable of supervising other labor provided. Operator shall have all licenses, certifications and training required for operating any/all of the listed equipment in table below.

1. Provide all labor, equipment, fuel and transportation required for operation of equipment listed below to perform grading, excavating and site services on an as needed basis, to include but not limited to:

Equipment	Minimum Weight	Minimum Horsepower	Other Specifications
Motor Grader	35,000	150	Minimum 12' Blade
Track Loader	35,000	150	Minimum 3yd Bucket
Rubber Tire Loader	28,000	150	Minimum 3yd Bucket
Track Dozer	15,000	75	
Rubber Tire Backhoe	17,000	75	Minimum 3yd Bucket
Mini Excavator/Track Hoe	3,700	17	Digging and Finishing Bucket
Medium Excavator/Track Hoe	8,000	40	Digging and Finishing Bucket
Large Excavator/Track Hoe	39,000	117	Breaker Bit available upon Request
Track Ski Steer	3,800	70	Minimum 1.5yd Bucket
Rubber Tire Skid Steer	3,200	65	Minimum 1.5yd Bucket
Vibrating Roller	16,000	100	

Tandem Axle Dump Truck	Minimum 10 cu. yd. hauling for various items such as concrete, demo debris, soil, gravel, etc.
Water Truck	4,000 gal capacity, jets/nozzles on front and back, minimum 70 psi

2. Contractor shall be capable of providing multiple operators and equipment for larger jobs when requested.
 3. Provide service, as needed, during normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday (Standard Hours). Services may be required on an overtime basis by the University outside of normal working hours and on holidays, if necessary, to complete work (Overtime Hours). Equipment with operator must be on job site at the University within five workdays from time service is requested. Services may also be required on an emergency basis, such as water main breaks, snow removal, utility disruption, etc. The University, not the Contractor, will determine if a service call is an emergency, and the University may require immediate mobilization. Emergency work will be paid at the overtime hourly rate.
 4. A daily time report must be completed by the operator. Time reports must be approved by the University representative before invoicing.
 5. Contractor is expected to have a site level, concrete saw, chains, hand and digging tools, 100' tape and string-lines with support truck available on site at all times.
 6. Minimum daily payment to the Contractor will be four hours.
 7. In case of inclement weather, the University may cancel the scheduled equipment, without cost, prior to the commencement of work.
 8. Contractor will be responsible for establishing and maintaining valid "Miss Utility" tickets for grading work.
- **QUALIFICATIONS AND EXPERIENCE:** Information on qualifications and experience of the Contractor and individuals who would be providing services to the University shall be provided with the bid.
 - **ESTIMATES FOR WORK:**
 1. Contractor shall provide free estimates when requested and estimates shall be furnished within five business days of the request.
 2. Contractor shall prepare and submit a written estimate of labor and equipment hours that will be required to perform the work as specified and receive the University's written authorization before proceeding with work.
 3. Any additional charges deemed necessary to complete work, including but not limited to, Subcontractor costs, scaffolding and rental or lifts or other equipment, may be included in the written estimate and must be clearly identified and at the Contractor's actual cost.
 4. The University reserves the right to obtain other estimates if the Contractor's estimated is deemed not to be reasonable. The Contractor may be asked to review an estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to solicit bids for a project and contract with the lowest responsive and responsible bidder.

VII. **PRE-BID CONFERENCE – MANDATORY:** A mandatory pre-bid conference will be held on Tuesday, June 18, 2019 at 9:00 a.m. EDT at the Armstrong Complex located at 501 Stockton Street, Radford, VA 24142 in the Procurement and Contracts Conference Room (Room 231) promptly at the start time. The purpose of this

conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders that are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after the designated start **time**.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. **INVOICING AND PAYMENT:**

- The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices, number of standard or overtime hours, hourly rate and total sum of hours, and Purchase Order number. 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**

IX. **ATTACHMENTS**

Attachments A-C: Informational and Compliance

Sample Contract

General Terms and Conditions

Special Terms and Conditions

Attachments D-G: To be completed and submitted by Bidder

Bidder Data Sheet

W-9 Request for Taxpayer Identification Number and
Certification Form

Pricing Table

Small Business Subcontracting Plan – Form S001

IFB R119-015 - Attachment A - Sample Contract

THIS PAGE FOR REFERENCE ONLY-DO NOT COMPLETE FOR IFB R19-015



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: Rxxxxxx

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 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 Invitation for Bid Rxx-xxx dated _____, Addendum xxx dated _____ (list all addendums in this format). (Attachment A);
- V. **CONTRACT ADMINISTRATION:**
- VI. **COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:**
- VII. **SPECIAL TERMS AND CONDITIONS:**
- VIII. **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:

PURCHASING AGENCY: RADFORD UNIVERSITY

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

IFB# R19-015 - Attachment B

General Terms and Conditions

Radford University mandatory General Terms and Conditions are incorporated into this Invitation for Bid by reference. It is the Bidder'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 Bidder agrees to these mandatory Terms and Conditions.

[RADFORD UNIVERSITY GENERAL TERMS AND CONDITIONS](#)

IFB R19-015 - Attachment C

Preferred - Special Terms and Conditions

1. **ACCEPTANCE PERIOD:** Any bid submitted in response to this solicitation shall be valid for 30 days. At the end of the 30 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
2. **ADDITIONAL INFORMATION:** Radford University reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid and to submit additional information, which the University deems desirable.
3. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
4. **AWARD:** Radford University will make the award(s) on a grand total sum basis to the lowest responsive and responsible bidder. The Procurement and Contracts Office reserves the right to conduct any test it may deem advisable and to make all evaluations. The University also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interested.
5. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
6. **CODES AND STANDARDS:** All materials, equipment and installation work shall be in compliance with specifications contained herein and all applicable codes and standards to include the Virginia Uniform Statewide Building Codes.
7. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of the University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the Contractor is objectionable to the University that employee shall be removed by the Contractor from the University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.
8. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified:

Contractor Name: _____

Contractor License #: _____

Type: _____

Subcontractor Name: _____

Subcontractor License #: _____

Type: _____

9. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$750,000 or more, the bidder is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder within any 12-month period is between \$150,000 or more, but less than \$750,000 or more, the bidder is to be licensed as a "CLASS B CONTRACTOR." If such a contract is for \$1,000 or more but less than \$10,000, or if the Contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesman license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning Contractors. The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his Contractor license number:

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

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

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

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

If the bidder fails to provide the required license as requested by the University within a specific period of time, the bid shall not be considered for further evaluation.

10. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
11. **EXAMINATION OF DOCUMENTS AND SITE:** The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint her/himself with conditions therein existing shall in no way relieve any bidder from any obligations with respect to her/his bid or to the contract. The submission of a bid shall be taken as Prima Fascia evidence of compliance with this section.

Arrangements for site visitation may be made by contacting:

Name:	Ronda London
Phone #:	540-831-5090

12. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized University's representative that the work is operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

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

From:

Name of Bidder:	IFB#
Address:	Due Date: Time:
	IFB Title:
City, State, Zip Code	Name of Contract Officer:

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

14. **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.
15. **KEYS:** If the Contractor is given keys to University Property(ies) for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, the Contractor will be charged for the replacement of the keys and any locks which are required to be rekeyed or replaced inclusive of material and labor costs incurred by the University.
16. **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.
17. **PARKING POLICY:** All Contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid Contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to <http://parking.asp.radford.edu/>. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

18. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that may be utilized, using best skills and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
19. **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.
20. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for four (4) successive one-year periods, under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- A. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Services" category of the Consumer Price Index for all Urban Consumers (Current Series) <CPI-U> released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- B. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Services" category of the Consumer Price Index for All Urban Consumers (Current Series) released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
21. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
- 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 Business, a Women-Owned Business or a Minority-Owned Business 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**
22. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assume compliance with all requirements of the contract.
23. **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.
24. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment of finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

IFB R19-015 - Attachment D - Bidder Data Sheet

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

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

Qualifications: The Bidder must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.	
Vendor's Primary Contact for this IFB:	
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 detailed in this IFB:	
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 Bidder'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:

IFB R19-015 - 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 in 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. **Updated by Kim McKinney, RU Accounting Services_2.24.2017.*

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

IFB R19-015 – Attachment F – Pricing Table

Attachment F is to be completed and submitted by the Bidder as part of a complete Bid. Bidder shall identify all costs associated with providing the goods/services as specified in this document and should submit pricing as hourly rates in each category below (by standard hours and overtime hourly rate). Bidders may include quotes, worksheets, or other information with their bid, but the official pricing must be included in the pricing table below. The bidder agrees to provide the services in compliance with the Scope of Work and Conditions at the Firm Fixed Hourly Labor Rates as follows:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>REGULAR TIME RENTAL COST PER HOUR</u>	<u>OVERTIME RENTAL COST PER HOUR</u>
1.	Motor Grader with Operator	\$	\$
2.	Track Loader with Operator	\$	\$
3.	Rubber Tire Loader with Operator	\$	\$
4.	Track Dozer with Operator	\$	\$
5.	Rubber Tire Backhoe with Operator	\$	\$
6.	Mini Excavator/Track Hoe with Operator	\$	\$
7.	Medium Excavator/Track Hoe with Operator	\$	\$
8.	Large Excavator/Track Hoe with Operator	\$	\$
9.	Track Skid Steer with Operator	\$	\$
10.	Rubber Tire Skid Steer with Operator	\$	\$
11.	Vibrating Roller with Operator	\$	\$
12.	Tandem Axle Dump Truck with Operator	\$	\$
13.	Water Truck with Operator	\$	\$

Contractor shall provide supplemental hourly rates for labor to support and execute projects:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>REGULAR TIME PER HOUR RATE</u>	<u>OVERTIME PER HOUR RATE</u>
1.	Supervisor Labor (onsite supervision, planning, site visits to ensure projects are on track, etc.)	\$	\$
2.	Foreman Labor (typically the equipment operator, however, additional labor hours could be for onsite supervision, site layout, utility location, retaining walls, finishing work, detail site work, hand work/digging, etc.)		
3.	Helper Labor (assist foreman, finishing work, detail site work, hand work/digging, etc.)	\$	\$

Notes:

1. Pricing of any of the above labor or equipment will include at least one support truck (total, not with each unit) on campus at all times with listed equipment. It is the intention of the University for the Contractor to be self-supporting in the completion of assigned work.

2. Pricing for all equipment will include the operator and all additional personnel will be billed at the hourly rates listed in pricing schedule.
3. Any additional charges deemed necessary to complete work, including but not limited to Subcontractor costs, scaffolding and rental of lifts or other equipment, may be included in the written estimate and must be clearly identified and at the Contractor's actual cost.
4. The University reserves the right to obtain other estimates if the Contractor's estimate is deemed to not be reasonable. The Contractor may be asked to review an estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to solicit bids for a project and contract with the lowest responsive and responsible bidder.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SEE BID EVALUATION SCENARIO ON NEXT PAGE

BID EVALUATION PROCEDURES: Bids will be evaluated based on the estimated grand total sum of the bid evaluation scenario below. The estimated grand total sum shall be the summation of the Contractor's estimated total cost, which is calculated by multiplying the estimated hours x rate per hour (standard or overtime) indicated in the spaces provided in the table below.

BID EVALUATION SCENARIO

<i>Line Item</i>	<i>Description</i>	<i>Number of Standard Hours</i>	<i>Number of Overtime Hours</i>	<i>Rental Cost per Hour</i>	<i>Total Cost</i>
1	Motor Grader w/Operator	20		\$	\$
2	Track Loader w/Operator	40		\$	\$
3	Rubber Tire Loader w/Operator	80		\$	\$
4	Track Dozer w/Operator	60		\$	\$
5	Rubber Tire Backhoe w/Operator	200		\$	\$
6	Rubber Tire Backhoe w/Operator		20	\$	\$
7	Mini Excavator/Track Hoe w/Operator	20		\$	\$
8	Medium Excavator/Track hoe w/Operator	1000		\$	\$
9	Medium Excavator/Track Hoe w/Operator		100	\$	\$
10	Large Excavator/Track Hoe w/Operator	20		\$	\$
11	Track Skid Steer w/Operator	40		\$	\$
12	Rubber Tire Skid Steer w/Operator	20		\$	\$
13	Vibrating Roller w/Operator	20		\$	\$
14	Tandem Axle Dump Truck w/Operator	1000		\$	\$
15	Tandem Axle Dump Truck w/Operator		40	\$	\$
16	Water Truck w/Operator	60		\$	\$
17	Supervisor - Labor	80		\$	\$
18	Foreman - Labor	200		\$	\$
19	Foreman - Labor		20	\$	\$
20	Helper - Labor	800		\$	\$
21	Helper - Labor		20	\$	\$
ESTIMATED GRAND TOTAL: SUM OF LINES 1 THROUGH 21 =				\$	\$

IFB R19-015 – Attachment G – Small Business Subcontracting Plan, Form S001

Definitions

Small Business: “Small business” means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmb.virginia.gov (Customer Service).

Bidder Name:		
Preparer Name:		Date:

Instructions:

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business; complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small businesses in Section B.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), you are certified as a (**check only one below**):

☐ Small Business ☐ Small and Women-Owned Business ☐ Small and Minority-Owned Business

Certification Number:	Certification Date:
------------------------------	----------------------------

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned or minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement.

Small Business Name and Address DMBE Certificate No.	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Total \$					



Addendum No. 1

Date Issued: June 26, 2019

TO ALL BIDDERS:

Reference:	IFB # R19-015
Title:	Grading, Excavating and Site Services
Dated:	June 11, 2019
For Delivery To:	RADFORD UNIVERSITY Procurement and Contracts David E. Armstrong Complex 501 Stockton Street Radford, Virginia 24142-6885
Original Bid Due Date/Time:	July 2, 2019 at 3:00 PM EDT
Mandatory Pre-Bid Conference Held:	June 18, 2019 at 9:00 AM EDT

Amendments:

1. **Sealed Bids Due Date/Time** (Page 2): has been changed from July 2, 2019 to July 11, 2019 up to and including 3:00 PM Eastern Daylight Time.
2. **Questions/Inquiries** (Page 2): The last sentence has been changed as follows: Written questions may be submitted no later than close of business on Monday, June 24 2019.
3. **Section V. Definitions:** The following has been added to the definitions.
 - **Emergency:** Water main breaks, snow removal, utility disruption, etc.
 - **Materials:** Materials that are consumed in use by the vendor for completion of work. See Section VI. Scope of Work, first sentence.
 - **Additional Materials:** Materials such as pipe or gravel needed as part of a project or work as requested by the University. See Section VI. Scope of Work, Item 9 in this Addendum 1.
4. **Section VI. Scope of Work:** The following item has been added as Item 9 in the Scope of Work:
 9. Contractor shall provide additional materials such as pipe or gravel in order to complete the work as requested by the University, at list price with discount, if any. See Additional Items section in Attachment F, Revised Pricing Table, attached as part of this Addendum 1.

5. **Section VIII. Invoicing and Payments:** The Commonwealth of Virginia Prompt Payment Act link is hereby included:

- [Commonwealth of Virginia Prompt Payment Act](#)

6. **Attachment C, Special Terms and Conditions:** The following items have been added to

25. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are canceled or rejected, the University reserves the right granted by § 15 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the University whenever such low bid exceeds the University's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the University for this Contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The University shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the University wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the University and the lowest responsive, responsible bidder.

26. **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

7. **Attachment F, Bid Evaluation Scenario:** This table is for informational purposes only. The bidder does not need to complete.

Clarification:

1. **Question:** What about mobilization fees?

Answer: All mobilization costs are to be included as part of your hourly costs in Attachment F, Revised Pricing Table, attached as part of this Addendum 1. The University may provide a staging area for equipment while work is completed. Please refer to Section V. Definitions of

the IFB, Paid Hours; that no payment will be made for transporting equipment (meaning no separate payment) and that time paid shall begin upon arrival and sign-in at the University and end upon sign-out.

2. **Question:** In Section VI. Scope of Work, Item 2, how should materials provided by the Contractor, that have been requested by the University, be billed?

Answer: The materials should be billed at list price. Please provide if there is any discount provided. See Attachment F, Additional Items.

3. **Question:** What about safety equipment for confined spaces?

Answer: Contractor is responsible for ensuring they comply with the rules and regulations of OSHA and Department of Labor per the Safety Precautions section located on Attachment F – REVISED Pricing Table.

4. **Question:** In Section VI. Scope of Work, Requirements in the equipment table (Page 6) is this an inclusive list of equipment that is needed? Does the breaker bit need to be included in the cost of the Large Excavator/Track Hoe?

Answer: The list of equipment in this table is not an all-inclusive list. It is a sample of equipment used in previous projects. Yes, the breaker bit needs to be included in the cost of the Large Excavator/Track Hoe.

5. **Question:** In Section VI. Scope of Work, Item 6, to confirm, the Contractor will be paid a minimum daily payment of four hours if on site for less than four hours?

Answer: Yes.

6. **Question:** Section VI, Scope of Work, Qualifications and Experience (Page 7) Is there a form for providing the information on qualifications and experience of the Contractor and the individuals who would be providing services to the University?

Answer: No. Please provide a list of your operators and their experience.

7. **Question:** Does the University accept ACH Payments?

Answer: If the Contractor is interested in electronic data interchange (EDI) as a form of payment they are required to register directly with the Commonwealth of Virginia Department of Accounts (DOA). This process entails completion of a Vendor Agreement. Following is the link to the Agreement as well as the Trading Partner Guide which provides additional information:

Vendor Agreement <https://www.doa.virginia.gov/forms/EDI/AgreementVendor.pdf>

Trading Partner Guide <https://www.doa.virginia.gov/reference/EDI/TradingPartnerGuide.pdf>

IFB R19-015 – Attachment F – REVISED Pricing Table

Attachment F is to be completed and submitted by the Bidder as part of a complete Bid. Bidder shall identify all costs associated with providing the goods/services as specified in this document and should submit pricing as hourly rates in each category below (by standard hours and overtime hourly rate). Bidders may include quotes, worksheets, or other information with their bid, but the official pricing must be included in the pricing table below. The bidder agrees to provide the services in compliance with the Scope of Work and Conditions at the Firm Fixed Hourly Labor Rates as follows:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>REGULAR TIME RENTAL COST PER HOUR</u>	<u>OVERTIME RENTAL COST PER HOUR</u>
1.	Motor Grader with Operator	\$	\$
2.	Track Loader with Operator	\$	\$
3.	Rubber Tire Loader with Operator	\$	\$
4.	Track Dozer with Operator	\$	\$
5.	Rubber Tire Backhoe with Operator	\$	\$
6.	Mini Excavator/Track Hoe with Operator	\$	\$
7.	Medium Excavator/Track Hoe with Operator	\$	\$
8.	Large Excavator/Track Hoe with Operator	\$	\$
9.	Track Skid Steer with Operator	\$	\$
10.	Rubber Tire Skid Steer with Operator	\$	\$
11.	Vibrating Roller with Operator	\$	\$
12.	Tandem Axle Dump Truck with Operator	\$	\$
13.	Water Truck with Operator	\$	\$

Contractor shall provide supplemental hourly rates for labor to support and execute projects:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>REGULAR TIME PER HOUR RATE</u>	<u>OVERTIME PER HOUR RATE</u>
1.	Supervisor Labor (onsite supervision, planning, site visits to ensure projects are on track, etc.)	\$	\$
2.	Foreman Labor (typically the equipment operator, however, additional labor hours could be for onsite supervision, site layout, utility location, retaining walls, finishing work, detail site work, hand work/digging, etc.)	\$	\$
3.	Helper Labor (assist foreman, finishing work, detail site work, hand work/digging, etc.)	\$	\$

ADDITIONAL ITEMS:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>LIST PRICE (YES OR NO) IF NO INDICATE TYPE OF PRICING. NOTE:LIST PRICE PREFERRED</u>	<u>% DISCOUNT (YES OR NO) IF YES INDICATE DISCOUNT PROVIDED BY PERCENTAGE</u>
1.	Materials, as requested by the University		____%

Notes:

1. Pricing of any of the above labor or equipment will include at least one support truck (total, not with each unit) on campus at all times with listed equipment. It is the intention of the University for the Contractor to be self-supporting in the completion of assigned work.
2. Pricing for all equipment will include the operator and all additional personnel will be billed at the hourly rates listed in pricing schedule.
3. Any additional charges deemed necessary to complete work, including but not limited to Subcontractor costs, scaffolding and rental of lifts or other equipment, may be included in the written estimate and must be clearly identified and at the Contractor's actual cost.
4. The University reserves the right to obtain other estimates if the Contractor's estimate is deemed to not be reasonable. The Contractor may be asked to review an estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to solicit bids for a project and contract with the lowest responsive and responsible bidder.

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

BID EVALUATION PROCEDURES: Bids will be evaluated based on the estimated grand total sum of the bid evaluation scenario below. The estimated grand total sum shall be the summation of the Contractor's estimated total cost, which is calculated by multiplying the estimated hours x rate per hour (standard or overtime) indicated in the spaces provided in the table below.

BID EVALUATION SCENARIO - FOR INFORMATIONAL PURPOSES ONLY - DO NOT FILL OUT

<i>Line Item</i>	<i>Description</i>	<i>Number of Standard Hours</i>	<i>Number of Overtime Hours</i>	<i>Rental Cost per Hour</i>	<i>Total Cost</i>
1	Motor Grader w/Operator	20		\$	\$
2	Track Loader w/Operator	40		\$	\$
3	Rubber Tire Loader w/Operator	80		\$	\$
4	Track Dozer w/Operator	60		\$	\$
5	Rubber Tire Backhoe w/Operator	200		\$	\$
6	Rubber Tire Backhoe w/Operator		20	\$	\$
7	Mini Excavator/Track Hoe w/Operator	20		\$	\$
8	Medium Excavator/Track hoe w/Operator	1000		\$	\$
9	Medium Excavator/Track Hoe w/Operator		100	\$	\$

10	Large Excavator/Track Hoe w/Operator	20		\$	\$
11	Track Skid Steer w/Operator	40		\$	\$
12	Rubber Tire Skid Steer w/Operator	20		\$	\$
13	Vibrating Roller w/Operator	20		\$	\$
14	Tandem Axle Dump Truck w/Operator	1000		\$	\$
15	Tandem Axle Dump Truck w/Operator		40	\$	\$
16	Water Truck w/Operator	60		\$	\$
17	Supervisor - Labor	80		\$	\$
18	Foreman - Labor	200		\$	\$
19	Foreman - Labor		20	\$	\$
20	Helper - Labor	800		\$	\$
21	Helper - Labor		20	\$	\$
ESTIMATED GRAND TOTAL: SUM OF LINES 1 THROUGH 21 =				\$	\$

Respectfully,

Ronda London
Contract Officer
Email: rlondon1@radford.edu

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

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

ATTACHMENT B

Contractor's Bid Response dated July 11, 2019



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

**INVITATION FOR BID
#R19-015**

GRADING, EXCAVATING AND SITE SERVICES

JUNE 11, 2019



RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP



**INVITATION FOR BID
IFB # R19-015**

ISSUE DATE: June 11, 2019

TITLE: Grading, Excavating and Site Services

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: August 1, 2019 through July 31, 2020 with four (4) one-year renewal options or as negotiated.

SEALED BIDS DUE DATE/TIME: July 2, 2019 up to and including 3:00 PM Eastern Daylight Time
Bids received after the due date and time 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 24142-6885

Fax responses **will not** be accepted for **sealed** bids.

MANDATORY PRE-BID CONFERENCE: Reference is made to section (VIII) for complete information:
DATE and TIME: June 18, 2019 beginning at 9:00 a.m. EDT.

QUESTIONS/INQUIRIES: Email all inquiries for information to: Ronda London, rlondon1@radford.edu, 540-831-5090.
Written questions may be submitted no later than close of business on Thursday, June 20, 2019.

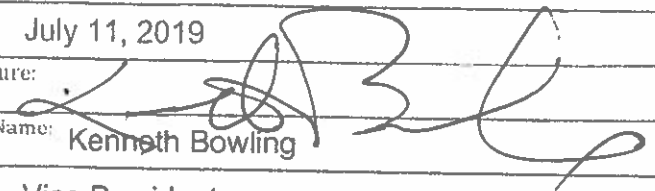
PUBLIC POSTING: Reference section 2)D)1 – *Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors VASCUPP* Public notices shall be published on the Department of General Services central electronic procurement website, eVA [eVA - Virginia's eProcurement Portal](http://www.eVA-Virginia.com) (Virginia Business Opportunities). This is the only electronic source used by Radford University Procurement and Contracts Department to electronically post the IFB document and subsequent Addenda.

LATE BIDS: To be considered for selection, sealed bids must be received by the University by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the Procurement and Contracts Department. Unsealed bids submitted via fax or other electronic means must be received by the Procurement and Contracts Department electronically by the designated due date and time as marked by the electronic submission method. Bids 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 Bidder to insure that his/her bid reaches the Procurement and Contracts Department by the designated date and hour. *Bid 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 Bidder to check the website at www.radford.edu for said notices. If the University is closed on the date bids are due they will be accepted the same time the next scheduled date the University is open. If a pre-bid conference has been scheduled and the University is closed on the day of the conference a written addendum will be issued to officially reschedule the conference.

In compliance with this Invitation for Bid and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in Attachment [F] *Pricing Table*.

Legal Name and Address of Firm (Type or Print)

Name: H. T. BOWLING, INC.	Date: July 11, 2019
Street: 6629 Hickman Cemetery Rd.	Signature: 
PO Box:	Print Name: Kenneth Bowling
City/State/Zip: Radford, VA. 24141	Title: Vice President
FBI/FIN/SS No.: [REDACTED]	Telephone: 540.639.9621
Fax: N/A	Email: ksb@htbowling.com
	Web Address: N/A
Check all that apply: ☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Individual	
Department of Small Business and Supplier Diversity (DSBSD) Certification No. 7242 and Expiration Date:	
Certification Category: ☐ Woman-Owned ☐ Minority-Owned ☒ Small Business (www.sbsd.virginia.gov) for additional information.	
eVA Virginia's eProcurement Portal Registered: Yes ☒ - eVA Vendor ID# E27614	
Commonwealth of Virginia State Corporation Commission registration number: 01174739	

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

Section	Sub Section	Document	Page #
		Inside Cover Page, Requires Information and Signature	3
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IV		Contract Administration	5
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VII		Pre-Bid Conference – Mandatory	7
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IFB R19-015 for Grading, Excavating and Site Services

I. **PURPOSE:**

- The intent and purpose of this Invitation for Bid (IFB) is to solicit bids from qualified sources to establish a term contract with one qualified contractor to provide Grading, Excavating and Site Services as outlined herein, to Radford University, (hereinafter referred to as the "RU" or "the University"), an agency of the Commonwealth of Virginia.

II. **BACKGROUND**

- **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.

Specific Background: Radford University currently utilizes a term contract for grading, excavating and site services on an as needed basis. The University's average spend over the past five year period is estimated to be \$300,000 annually.

- III. **ADDENDUMS:** Any changes to the IFB document will be issued in the form of a written addendum and will be posted on the eVA website at the [eVA - Virginia's eProcurement Portal](#). It is the sole responsibility of the Bidder to check the eVA web page for all changes to the IFB prior to bid submission. Failure to do so may cause your bid to be deemed not responsive.

- 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 Landscape Superintendent, Facilities Management. Contact information will be provided upon award.

V. **DEFINITIONS:**

- **OVERTIME:** Overtime shall be based on any work time over forty (40) hours in a single week, and Saturdays and Sundays, except when the work schedule has been changed in agreement with the University and the Contractor. Overtime rates apply only to jobs for Radford University; hours worked at other jobs during same week shall not apply toward the University's overtime rate.
- **REGULAR TIME:** Regular time is defined as normal working hours under forty (40) hours in a single week Monday through Friday.
- **PAID HOURS:** Labor hours paid under this contract shall be only for productive hours at the job site, unless authorized by the Contract Administrator or authorized designee. No payment will be made for transporting equipment, maintenance or repair of equipment, lunch breaks, or other extended breaks. Time paid shall begin upon arrival and sign-in at the University and end upon sign-out.

VI. **SCOPE OF WORK:** The Contractor shall furnish all labor, tools, materials, equipment, staff required for the completion of all work as specified herein and in any attached additional specifications. All work and materials to the University shall be in compliance with the Scope of Work.

- **REQUIREMENTS:** The operator that is provided shall have extensive experience on all equipment listed herein. Operator shall be an excavation project superintendent capable of supervising other labor provided. Operator shall have all licenses, certifications and training required for operating any/all of the listed equipment in table below.

1. Provide all labor, equipment, fuel and transportation required for operation of equipment listed below to perform grading, excavating and site services on an as needed basis, to include but not limited to:

Equipment	Minimum Weight	Minimum Horsepower	Other Specifications
Motor Grader	35,000	150	Minimum 12' Blade
Track Loader	35,000	150	Minimum 3yd Bucket
Rubber Tire Loader	28,000	150	Minimum 3yd Bucket
Track Dozer	15,000	75	
Rubber Tire Backhoe	17,000	75	Minimum 3yd Bucket
Mini Excavator/Track Hoe	3,700	17	Digging and Finishing Bucket
Medium Excavator/Track Hoe	8,000	40	Digging and Finishing Bucket
Large Excavator/Track Hoe	39,000	117	Breaker Bit available upon Request
Track Ski Steer	3,800	70	Minimum 1.5yd Bucket
Rubber Tire Skid Steer	3,200	65	Minimum 1.5yd Bucket
Vibrating Roller	16,000	100	

Tandem Axle Dump Truck	Minimum 10 cu. yd. hauling for various items such as concrete, demo debris, soil, gravel, etc.
Water Truck	4,000 gal capacity, jets/nozzles on front and back, minimum 70 psi

2. Contractor shall be capable of providing multiple operators and equipment for larger jobs when requested.
3. Provide service, as needed, during normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday (Standard Hours). Services may be required on an overtime basis by the University outside of normal working hours and on holidays, if necessary, to complete work (Overtime Hours). Equipment with operator must be on job site at the University within five workdays from time service is requested. Services may also be required on an emergency basis, such as water main breaks, snow removal, utility disruption, etc. The University, not the Contractor, will determine if a service call is an emergency, and the University may require immediate mobilization. Emergency work will be paid at the overtime hourly rate.
4. A daily time report must be completed by the operator. Time reports must be approved by the University representative before invoicing.
5. Contractor is expected to have a site level, concrete saw, chains, hand and digging tools, 100' tape and string-lines with support truck available on site at all times.
6. Minimum daily payment to the Contractor will be four hours.
7. In case of inclement weather, the University may cancel the scheduled equipment, without cost, prior to the commencement of work.
8. Contractor will be responsible for establishing and maintaining valid "Miss Utility" tickets for grading work.

- **QUALIFICATIONS AND EXPERIENCE:** Information on qualifications and experience of the Contractor and individuals who would be providing services to the University shall be provided with the bid.

- **ESTIMATES FOR WORK:**

1. Contractor shall provide free estimates when requested and estimates shall be furnished within five business days of the request.
2. Contractor shall prepare and submit a written estimate of labor and equipment hours that will be required to perform the work as specified and receive the University's written authorization before proceeding with work.
3. Any additional charges deemed necessary to complete work, including but not limited to, Subcontractor costs, scaffolding and rental or lifts or other equipment, may be included in the written estimate and must be clearly identified and at the Contractor's actual cost.
4. The University reserves the right to obtain other estimates if the Contractor's estimated is deemed not to be reasonable. The Contractor may be asked to review an estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to solicit bids for a project and contract with the lowest responsive and responsible bidder.

- VII. **PRE-BID CONFERENCE – MANDATORY:** A mandatory pre-bid conference will be held on Tuesday, June 18, 2019 at 9:00 a.m. EDT at the Armstrong Complex located at 501 Stockton Street, Radford, VA 24142 in the Procurement and Contracts Conference Room (Room 231) promptly at the start time. The purpose of this

conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders that are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after the designated start time.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. **INVOICING AND PAYMENT:**

- The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices, number of standard or overtime hours, hourly rate and total sum of hours, and Purchase Order number. 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

IX. **ATTACHMENTS**

Attachments A-C: Informational and Compliance

Sample Contract

General Terms and Conditions

Special Terms and Conditions

Attachments D-G: To be completed and submitted by Bidder

Bidder Data Sheet

W-9 Request for Taxpayer Identification Number and
Certification Form

Pricing Table

Small Business Subcontracting Plan – Form S001

IFB R119-015 - Attachment A - Sample Contract

THIS PAGE FOR REFERENCE ONLY-DO NOT COMPLETE FOR IFB R19-015

RADFORD
UNIVERSITY

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: Rxxxxxx

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 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 Invitation for Bid Rxx-xxx dated _____, Addendum xxx dated _____ (list all addendums in this format) (Attachment A);
- V. **CONTRACT ADMINISTRATION:**
- VI. **COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:**
- VII. **SPECIAL TERMS AND CONDITIONS:**
- VIII. **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:

PURCHASING AGENCY: RADFORD UNIVERSITY

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

IFB# R19-015 - Attachment B

General Terms and Conditions

Radford University mandatory General Terms and Conditions are incorporated into this Invitation for Bid by reference. It is the Bidder'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 Bidder agrees to these mandatory Terms and Conditions.

[RADFORD UNIVERSITY GENERAL TERMS AND CONDITIONS](#)

IFB R19-015 - Attachment C

Preferred - Special Terms and Conditions

1. **ACCEPTANCE PERIOD:** Any bid submitted in response to this solicitation shall be valid for 30 days. At the end of the 30 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
2. **ADDITIONAL INFORMATION:** Radford University reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid and to submit additional information, which the University deems desirable.
3. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
4. **AWARD:** Radford University will make the award(s) on a grand total sum basis to the lowest responsive and responsible bidder. The Procurement and Contracts Office reserves the right to conduct any test it may deem advisable and to make all evaluations. The University also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interested.
5. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
6. **CODES AND STANDARDS:** All materials, equipment and installation work shall be in compliance with specifications contained herein and all applicable codes and standards to include the Virginia Uniform Statewide Building Codes.
7. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of the University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the Contractor is objectionable to the University that employee shall be removed by the Contractor from the University grounds and shall not again be employed by the Contractor on University grounds until approved by the University. (Hyperlink?)
8. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified:

Contractor Name: H. T. BOWLING, INC.
Contractor License #: 2701 009500A
Type: Class "A" - H/H

Subcontractor Name: _____
Subcontractor License #: _____
Type: _____

9. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$750,000 or more, the bidder is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder within any 12-month period is between \$150,000 or more, but less than \$750,000 or more, the bidder is to be licensed as a "CLASS B CONTRACTOR." If such a contract is for \$1,000 or more but less than \$10,000, or if the Contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesman license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning Contractors. The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his Contractor license number:

Licensed Class A Virginia Contractor No.: 02701 9500A Specialty: H/H

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

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

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

If the bidder fails to provide the required license as requested by the University within a specific period of time, the bid shall not be considered for further evaluation.

10. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
11. **EXAMINATION OF DOCUMENTS AND SITE:** The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint her/himself with conditions therein existing shall in no way relieve any bidder from any obligations with respect to her/his bid or to the contract. The submission of a bid shall be taken as Prima Fascia evidence of compliance with this section.

Arrangements for site visitation may be made by contacting:

Name:	Ronda London
Phone #:	540-831-5090

12. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized University's representative that the work is operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

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

From:

Name of Bidder: H. T. BOWLING, INC.	IFB# R19-015
Address: 6629 Hickman Cemetery rd.	Due Date: 7/11/19 Time: 3:00 pm
	IFB Title: Grading, Excavating & Site Services
Radford, VA. 24141	
City, State, Zip Code	Name of Contract Officer: Ronda London

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

14. **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.
15. **KEYS:** If the Contractor is given keys to University Property(ies) for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, the Contractor will be charged for the replacement of the keys and any locks which are required to be rekeyed or replaced inclusive of material and labor costs incurred by the University.
16. **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.
17. **PARKING POLICY:** All Contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid Contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to <http://parking.asp.radford.edu/>. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

18. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that may be utilized, using best skills and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
19. **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.
20. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for four (4) successive one-year periods, under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- A. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Services" category of the Consumer Price Index for all Urban Consumers (Current Series) <CPI-U> released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- B. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Services" category of the Consumer Price Index for All Urban Consumers (Current Series) released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
21. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
- 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 Business, a Women-Owned Business or a Minority-Owned Business 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.**
22. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assume compliance with all requirements of the contract.
23. **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.
24. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment of finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

IFB R19-015 - Attachment D - Bidder Data Sheet

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

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

Qualifications:

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

Vendor's Primary Contact for this IFB:

NAME: Kenneth Bowling

TITLE: Vice President

PHONE: 540.639.9621

EMAIL: ksb@htbowling.com

Years in Business:

Indicate the length of time the Offeror's company has been in business providing the type of good or service detailed in this IFB:

YEARS: 50

MONTHS: 11

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 Bidder's company provided to the referenced company.

1) Company: Va Tech Contract # UCP-TS-026-15	Contact Name and Title: Daysha Holmes, Contract Specialist
Phone: () 540.231.1269	Email: daysha94@vt.edu
Fax: ()	
Project: Excavation Services	
Dates of Service: Thru 4/30/2020	\$ Value: Per Hourly Rates
2) Company: VOLVO Trucks of North America	Contact Name and Title: Chad Porter, Property Manager
Phone: () 540.440.0743	Email: Chadwick.porter@volvo.com
Fax: ()	
Project: Maintenance and Site Improvements	
Dates of Service: Current	\$ Value: Proposal per Project

3) Company: Town of Christiansburg		Contact Name and Title: Wayne Nelson, Engineer	
Phone: () 540.230.5994		Email: wnelson@christiansburg.org	
Fax: ()			
Project: Street Repairs			
Dates of Service: 2018-2019		\$ Value: \$800,000.00	
4) Company: Radford University		Contact Name and Title: Steve Harrison	
Phone: () 540.831.7804		Email: sharrison@radford.edu	
Fax: ()			
Project: Service Contract			
Dates of Service: Annual contract for last 10 years plus		\$ Value: Hourly prices	

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

5) Company: N/A	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:

IFB R19-015 - 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 in 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. **Updated by Kim McKinney, RU Accounting Services_ 2.24.2017.*

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

Attachment F is to be completed and submitted by the Bidder as part of a complete Bid. Bidder shall identify all associated with providing the goods/services as specified in this document and should submit pricing as hourly in each category below (by standard hours and overtime hourly rate). Bidders may include quotes, worksheets, other information with their bid, but the official pricing must be included in the pricing table below. The bidder agrees to provide the services in compliance with the Scope of Work and Conditions at the Firm Fixed Hourly La Rates as follows:

ITEM	DESCRIPTION	REGULAR TIME RENTAL COST	OVERTIME RENTAL COST PER HOUR
1.	Motor Grader with Operator Cat 140G or Equal	\$105.00	\$120.75
2.	Track Loader with Operator Cat 943 or Equal	\$95.00	\$109.25
3.	Rubber Tire Loader with Operator Cat IT-28B or Equal	\$85.00	\$97.75
4.	Track Dozer with Operator KOMATSU D-31 or Equal	\$95.00	\$109.25
5.	Rubber Tire Backhoe with Operator JD-310 or Equal	\$75.00	\$86.25
6.	Mini Excavator/Track Hoe with Operator KOMATSU PC-55 or Equal	\$90.00	\$103.50
7.	Medium Excavator/Track Hoe with Operator KOBELCO SK-135 or Equal	\$115.00	\$132.25
8.	Large Excavator/Track Hoe with Operator KOBELCO SK-35 or Equal	\$150.00	\$172.50
9.	Track Skid Steer with Operator CAT 259D or Equal	\$80.00	\$92.00
10.	Rubber Tire Skid Steer with Operator CAT 236B or Equal	\$75.00	\$86.25
11.	Vibrating Roller with Operator IR-SP-48 or Equal	\$65.00	\$74.75
12.	Tandem Axle Dump Truck with Operator VOLVO WG-64 or Equal	\$75.00	\$86.25
13.	Water Truck with Operator MACK DM-685 or Equal	\$75.00	\$86.25
Contractor shall provide supplemental hourly rates for labor to support and execute projects:			
ITEM	DESCRIPTION	REGULAR TIME PER HOUR RATE	OVERTIME PER HOUR RATE
1.	Supervisor Labor (onsite supervision, planning, site visits to ensure projects are on track, etc.)	\$45.00	\$67.50
2.	Foreman Labor (typically the equipment operator, however, additional labor hours could be for onsite supervision, site layout, utility location, retaining walls, finishing work, detail site work, hand work/digging, etc.)	\$40.00	\$60.00
3.	Helper Labor (assist foreman, finishing work, detail site work, hand work/digging, etc.)	\$28.50	\$42.75

Notes:

1. Pricing of any of the above labor or equipment will include at least one support truck (total, not with e unit) on campus at all times with listed equipment. It is the intention of the University for the Contract to be self-supporting in the completion of assigned work.

2. Pricing for all equipment will include the operator and all additional personnel will be billed at the hourly rates listed in pricing schedule.
3. Any additional charges deemed necessary to complete work, including but not limited to Subcontractor costs, scaffolding and rental of lifts or other equipment, may be included in the written estimate and must be clearly identified and at the Contractor's actual cost.
4. The University reserves the right to obtain other estimates if the Contractor's estimate is deemed to not be reasonable. The Contractor may be asked to review an estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to solicit bids for a project and contract with the lowest responsive and responsible bidder.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SEE BID EVALUATION SCENARIO ON NEXT PAGE

BID EVALUATION PROCEDURES: Bids will be evaluated based on the estimated grand total sum of the bid evaluation scenario below. The estimated grand total sum shall be the summation of the Contractor's estimated total cost, which is calculated by multiplying the estimated hours x rate per hour (standard or overtime) indicated in the spaces provided in the table below.

BID EVALUATION SCENARIO

Line Item	Description	Number of Standard Hours	Number of Overtime Hours	Rental Cost per Hour	Total Cost
1	Motor Grader w/Operator	20		\$	\$
2	Track Loader w/Operator	40		\$	\$
3	Rubber Tire Loader w/Operator	80		\$	\$
4	Track Dozer w/Operator	60		\$	\$
5	Rubber Tire Backhoe w/Operator	200		\$	\$
6	Rubber Tire Backhoe w/Operator		20	\$	\$
7	Mini Excavator/Track Hoe w/Operator	20		\$	\$
8	Medium Excavator/Track hoe w/Operator	1000		\$	\$
9	Medium Excavator/Track Hoe w/Operator		100	\$	\$
10	Large Excavator/Track Hoe w/Operator	20		\$	\$
11	Track Skid Steer w/Operator	40		\$	\$
12	Rubber Tire Skid Steer w/Operator	20		\$	\$
13	Vibrating Roller w/Operator	20		\$	\$
14	Tandem Axle Dump Truck w/Operator	1000		\$	\$
15	Tandem Axle Dump Truck w/Operator		40	\$	\$
16	Water Truck w/Operator	60		\$	\$
17	Supervisor - Labor	80		\$	\$
18	Foreman - Labor	200		\$	\$
19	Foreman - Labor		20	\$	\$
20	Helper - Labor	800		\$	\$
21	Helper - Labor		20	\$	\$
ESTIMATED GRAND TOTAL: SUM OF LINES 1 THROUGH 21 =				\$	\$

IFB R19-015 – Attachment G – Small Business Subcontracting Plan, Form S001

Definitions

Small Business: “Small business” means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Bidder Name:	H. T. BOWLING, INC.	
Preparer Name:	Kenneth Bowling	Date: 7/11/2019

Instructions:

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business; complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small businesses in Section B.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), you are certified as a (check only one below):

☒ Small Business ☐ Small and Women-Owned Business ☐ Small and Minority-Owned Business

Certification Number:	7242	Certification Date:	Pending Renewal
-----------------------	------	---------------------	-----------------

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned or minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement.

Small Business Name and Address DMBE Certificate No.	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Total \$					

Form W-9
Commonwealth of Virginia
Substitute W-9 Form
Revised December 2017**Request for Taxpayer Identification
Number and Certification**☐ Social Security Number (SSN)☒ Employer Identification Number (EIN)

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

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

8 2 9 5 2 0 2 7 4

Legal Name:

H. T. BOWLING, INC.

Business Name:

Same

Entity Type

- ☐ Individual ☒ Corporation
☐ Sole Proprietorship ☐ S-Corporation
☐ Partnership ☒ C-Corporation
☐ Trust ☐ Disregarded Entity
☐ Estate ☐ Limited Liability Company
☐ Government ☐ Partnership
☐ Non-Profit ☐ Corporation

Entity Classification

- ☒ Professional Services ☐ Medical Services
☐ Political Subdivision ☐ Legal Services
☐ Real Estate Agent ☐ Joint Venture
☐ VA Local Government ☐ Tax Exempt Organization
☐ Federal Government ☐ OTH Government
☐ VA State Agency ☐ Other

Exemptions (see instructions)

Exempt payee code
(if any):

(from backup withholding)

Exemption from FATCA reporting
code (if any):

Contact Information

Legal Address: 6629 Hickman Cemetery Rd.

Name:

Kenneth Bowling

Email Address:

ksb@htbowling.com

City: Radford State: VA Zip Code: 24141

Business Phone:

(540) 639-9621

Remittance Address: same

Fax Number:

Mobile Phone:

(540) 577-1829

City: State: Zip Code:

Alternate Phone:

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Printed Name:

Kenneth Bowling

Authorized U.S. Signature:

Digitally signed by Kenneth Bowling
DN: cn=Kenneth Bowling, o=H. T. BOWLING, INC., ou=Vice President,
email=ksb@htbowling.com, c=US
Date: 2019.07.09 09:02:59 -04'00'

Date: 07/09/2019

Section 1 - Taxpayer Identification

Section 2 - Certification

H.T.BOWLING,INC.

EMPLOYEE ROSTER

Jul-19

[illegible]



Addendum No. 1

Date Issued: June 26, 2019

TO ALL BIDDERS:

Reference:	IFB # R19-015
Title:	Grading, Excavating and Site Services
Dated:	June 11, 2019
For Delivery To:	RADFORD UNIVERSITY Procurement and Contracts David E. Armstrong Complex 501 Stockton Street Radford, Virginia 24142-6885
Original Bid Due Date/Time:	July 2, 2019 at 3:00 PM EDT
Mandatory Pre-Bid Conference Held:	June 18, 2019 at 9:00 AM EDT

Amendments:

1. **Sealed Bids Due Date/Time** (Page 2): has been changed from July 2, 2019 to July 11, 2019 up to and including 3:00 PM Eastern Daylight Time.
2. **Questions/Inquiries** (Page 2): The last sentence has been changed as follows: Written questions may be submitted no later than close of business on Monday, June 24 2019.
3. **Section V. Definitions:** The following has been added to the definitions.
 - **Emergency:** Water main breaks, snow removal, utility disruption, etc.
 - **Materials:** Materials that are consumed in use by the vendor for completion of work. See Section VI. Scope of Work, first sentence.
 - **Additional Materials:** Materials such as pipe or gravel needed as part of a project or work as requested by the University. See Section VI. Scope of Work, Item 9 in this Addendum 1.
4. **Section VI. Scope of Work:** The following item has been added as Item 9 in the Scope of Work:
 9. Contractor shall provide additional materials such as pipe or gravel in order to complete the work as requested by the University, at list price with discount, if any. See Additional Items section in Attachment F, Revised Pricing Table, attached as part of this Addendum 1.

5. **Section VIII. Invoicing and Payments:** The Commonwealth of Virginia Prompt Payment Act link is hereby included:

- [Commonwealth of Virginia Prompt Payment Act](#)

6. **Attachment C, Special Terms and Conditions:** The following items have been added to

25. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are canceled or rejected, the University reserves the right granted by § 15 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the University whenever such low bid exceeds the University's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the University for this Contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The University shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the University wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the University and the lowest responsive, responsible bidder.

26. **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

7. **Attachment F, Bid Evaluation Scenario:** This table is for informational purposes only. The bidder does not need to complete.

Clarification:

1. **Question:** What about mobilization fees?

Answer: All mobilization costs are to be included as part of your hourly costs in Attachment F, Revised Pricing Table, attached as part of this Addendum 1. The University may provide a staging area for equipment while work is completed. Please refer to Section V. Definitions of

the IFB, Paid Hours; that no payment will be made for transporting equipment (meaning no separate payment) and that time paid shall begin upon arrival and sign-in at the University and end upon sign-out.

2. **Question:** In Section VI. Scope of Work, Item 2, how should materials provided by the Contractor, that have been requested by the University, be billed?

Answer: The materials should be billed at list price. Please provide if there is any discount provided. See Attachment F, Additional Items.

3. **Question:** What about safety equipment for confined spaces?

Answer: Contractor is responsible for ensuring they comply with the rules and regulations of OSHA and Department of Labor per the Safety Precautions section located on Attachment F – REVISED Pricing Table.

4. **Question:** In Section VI. Scope of Work, Requirements in the equipment table (Page 6) is this an inclusive list of equipment that is needed? Does the breaker bit need to be included in the cost of the Large Excavator/Track Hoe?

Answer: The list of equipment in this table is not an all-inclusive list. It is a sample of equipment used in previous projects. Yes, the breaker bit needs to be included in the cost of the Large Excavator/Track Hoe.

5. **Question:** In Section VI. Scope of Work, Item 6, to confirm, the Contractor will be paid a minimum daily payment of four hours if on site for less than four hours?

Answer: Yes.

6. **Question:** Section VI, Scope of Work, Qualifications and Experience (Page 7) Is there a form for providing the information on qualifications and experience of the Contractor and the individuals who would be providing services to the University?

Answer: No. Please provide a list of your operators and their experience.

7. **Question:** Does the University accept ACH Payments?

Answer: If the Contractor is interested in electronic data interchange (EDI) as a form of payment they are required to register directly with the Commonwealth of Virginia Department of Accounts (DOA). This process entails completion of a Vendor Agreement. Following is the link to the Agreement as well as the Trading Partner Guide which provides additional information:

Vendor Agreement <https://www.doa.virginia.gov/forms/EDI/AgreementVendor.pdf>

Trading Partner Guide <https://www.doa.virginia.gov/reference/EDI/TradingPartnerGuide.pdf>

IFB R19-015 – Attachment F – REVISED Pricing Table

Attachment F is to be completed and submitted by the Bidder as part of a complete Bid. Bidder shall identify all costs associated with providing the goods/services as specified in this document and should submit pricing as hourly rates in each category below (by standard hours and overtime hourly rate). Bidders may include quotes, worksheets, or other information with their bid, but the official pricing must be included in the pricing table below. The bidder agrees to provide the services in compliance with the Scope of Work and Conditions at the Firm Fixed Hourly Labor Rates as follows:

ITEM	DESCRIPTION	REGULAR TIME RENTAL COST PER HOUR	OVERTIME RENTAL COST PER HOUR
1.	Motor Grader with Operator	\$	\$
2.	Track Loader with Operator	\$	\$
3.	Rubber Tire Loader with Operator	\$	\$
4.	Track Dozer with Operator	\$	\$
5.	Rubber Tire Backhoe with Operator	\$	\$
6.	Mini Excavator/Track Hoe with Operator	\$	\$
7.	Medium Excavator/Track Hoe with Operator	\$	\$
8.	Large Excavator/Track Hoe with Operator	\$	\$
9.	Track Skid Steer with Operator	\$	\$
10.	Rubber Tire Skid Steer with Operator	\$	\$
11.	Vibrating Roller with Operator	\$	\$
12.	Tandem Axle Dump Truck with Operator	\$	\$
13.	Water Truck with Operator	\$	\$

Contractor shall provide supplemental hourly rates for labor to support and execute projects:

ITEM	DESCRIPTION	REGULAR TIME PER HOUR RATE	OVERTIME PER HOUR RATE
1.	Supervisor Labor (onsite supervision, planning, site visits to ensure projects are on track, etc.)	\$	\$
2.	Foreman Labor (typically the equipment operator, however, additional labor hours could be for onsite supervision, site layout, utility location, retaining walls, finishing work, detail site work, hand work/digging, etc.)	\$	\$
3.	Helper Labor (assist foreman, finishing work, detail site work, hand work/digging, etc.)	\$	\$

ADDITIONAL ITEMS:

ITEM	DESCRIPTION	LIST PRICE (YES OR NO) IF NO INDICATE TYPE OF PRICING. NOTE:LIST PRICE PREFERRED	% DISCOUNT (YES OR NO) IF YES INDICATE DISCOUNT PROVIDED BY PERCENTAGE
1.	Materials, as requested by the University	Yes	—% No

Notes:

1. Pricing of any of the above labor or equipment will include at least one support truck (total, not with each unit) on campus at all times with listed equipment. It is the intention of the University for the Contractor to be self-supporting in the completion of assigned work.
2. Pricing for all equipment will include the operator and all additional personnel will be billed at the hourly rates listed in pricing schedule.
3. Any additional charges deemed necessary to complete work, including but not limited to Subcontractor costs, scaffolding and rental of lifts or other equipment, may be included in the written estimate and must be clearly identified and at the Contractor's actual cost.
4. The University reserves the right to obtain other estimates if the Contractor's estimate is deemed to not be reasonable. The Contractor may be asked to review an estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to solicit bids for a project and contract with the lowest responsive and responsible bidder.

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

BID EVALUATION PROCEDURES: Bids will be evaluated based on the estimated grand total sum of the bid evaluation scenario below. The estimated grand total sum shall be the summation of the Contractor's estimated total cost, which is calculated by multiplying the estimated hours x rate per hour (standard or overtime) indicated in the spaces provided in the table below.

BID EVALUATION SCENARIO - FOR INFORMATIONAL PURPOSES ONLY - DO NOT FILL OUT

<i>Line Item</i>	<i>Description</i>	<i>Number of Standard Hours</i>	<i>Number of Overtime Hours</i>	<i>Rental Cost per Hour</i>	<i>Total Cost</i>
1	Motor Grader w/Operator	20		\$	\$
2	Track Loader w/Operator	40		\$	\$
3	Rubber Tire Loader w/Operator	80		\$	\$
4	Track Dozer w/Operator	60		\$	\$
5	Rubber Tire Backhoe w/Operator	200		\$	\$
6	Rubber Tire Backhoe w/Operator		20	\$	\$
7	Mini Excavator/Track Hoe w/Operator	20		\$	\$
8	Medium Excavator/Track hoe w/Operator	1000		\$	\$
9	Medium Excavator/Track Hoe w/Operator		100	\$	\$

10	Large Excavator/Track Hoe w/Operator	20		\$	\$
11	Track Skid Steer w/Operator	40		\$	\$
12	Rubber Tire Skid Steer w/Operator	20		\$	\$
13	Vibrating Roller w/Operator	20		\$	\$
14	Tandem Axle Dump Truck w/Operator	1000		\$	\$
15	Tandem Axle Dump Truck w/Operator		40	\$	\$
16	Water Truck w/Operator	60		\$	\$
17	Supervisor - Labor	80		\$	\$
18	Foreman - Labor	200		\$	\$
19	Foreman - Labor		20	\$	\$
20	Helper - Labor	800		\$	\$
21	Helper - Labor		20	\$	\$
ESTIMATED GRAND TOTAL: SUM OF LINES 1 THROUGH 21 =				\$	\$

Respectfully,

Ronda London
Contract Officer
Email: rlondon1@radford.edu

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

Name of Firm:		H. T. BOWLING, INC.	
Signature:		Title: Vice President	
Print Name:		Kenneth Bowling	
Date:		July 11, 2019	