



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: RU20004

This contract entered into this 26 day of July, 2019 by Underpressure, Inc., located at PO Box 125, Manquin, VA 23106, 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, or as negotiated.
- IV. **FINANCIAL CONSIDERATIONS:**

Pricing Table:

Prices below include all costs associated with providing the goods/services as specified in IFB R19-013, including all Addenda.

HOOD CLEANING LABOR RATES:

A. Due August (Before move-In)

Location on Campus	Hood/Fan Number	Equipment Location (Location name subject to change)	Unit Price per Cleaning
Dalton	1	Taste	\$310.00
Dalton	2	Relax	\$410.00
Dalton	4	Crave	\$170.00
Dalton	5	Create	\$410.00
Dalton	6	Kitchen	\$415.00
Dalton	7	Kitchen	\$415.00

Dalton	8	Kitchen	\$310.00
Dalton	9	Kitchen	\$310.00
Dalton	10	Kitchen Grill	\$275.00
Dalton	11	Wendy's	\$277.50
Dalton	12	Wendy's	\$347.50
Dalton	13	Papa Johns	\$277.50
Dalton	14	Au Bon Pain	\$382.50
Bonnie	16	B-1 Hissho Sushi	\$455.00
Bonnie	17	B-2 Chick-fil-A	\$382.50
Bonnie	18	B-3 Chick-fil-A	\$287.50
Bonnie	19	B-4 Create	\$275.00
Muse	20	M-1 Serving Line	\$280.00
Muse	21	M-2 Serving Line	\$250.00
Muse	22	M-3 Kitchen	\$2,008.75
Muse	23	M-4 Kitchen	\$1,588.75
Total for August			\$9,837.50

B. Due January (During Winter Break)

Location on Campus	Hood/Fan Number	Equipment Location (Location name subject to change)	Unit Price per Cleaning
Dalton	1	Taste	\$310.00
Dalton	2	Relax	\$410.00
Dalton	10	Kitchen Grill	\$275.00
Dalton	11	Wendy's	\$277.50
Dalton	12	Wendy's	\$347.50

Bonnie	16	B-1 Hissho Sushi	\$455.00
Bonnie	17	B-2 Chick-fil-A	\$382.50
Bonnie	18	B-3 Chick-fil-A	\$277.50
Bonnie	19	B-4 Create	\$275.00
Muse	20	M-1 Serving Line	\$280.00
Muse	22	M-3 Kitchen	\$2,008.75
Total for January			\$5,298.75

C. Due March (During Spring Break)

Location on Campus	Hood/Fan Number	Equipment Location (Location name subject to change)	Unit Price per Cleaning
Dalton	1	Taste	\$310.00
Dalton	2	Relax	\$410.00
Dalton	5	Create	\$410.00
Dalton	6	Kitchen	\$415.00
Dalton	7	Kitchen	\$415.00
Dalton	8	Kitchen	\$310.00
Dalton	9	Kitchen	\$310.00
Dalton	10	Kitchen Grill	\$275.00
Dalton	11	Wendy's	\$277.50
Dalton	12	Wendy's	\$347.50
Dalton	13	Papa Johns	\$277.50
Bonnie	16	B-1 Hissho Sushi	\$455.00

Bonnie	17	B-2 Chick-fil-A	\$382.50
Bonnie	18	B-3 Chick-fil-A	\$287.50
Bonnie	19	B-4 Create	\$275.00
Muse	20	M-1 Serving Line	\$280.00
Muse	22	M-3 Kitchen	\$2,008.75
Muse	23	M-4 Kitchen	\$1,588.75
Total for March			\$9,035.00

D. Due May (After Commencement)

Location on Campus	Hood/Fan Number	Equipment Location (Location name subject to change)	Unit Price per Cleaning
Dalton	1	Taste	\$310.00
Dalton	10	Kitchen Grill	\$275.00
Dalton	11	Wendy's	\$277.50
Dalton	12	Wendy's	\$347.50
Bonnie	16	B-1 Hissho Sushi	\$455.00
Bonnie	17	B-2 Chick-fil-A	\$382.50
Bonnie	18	B-3 Chick-fil-A	\$277.50
Bonnie	19	B-4 Create	\$275.00
Muse	20	M-1 Serving Line	\$280.00
Muse	22	M-3 Kitchen	\$2,008.75
Total for May			\$4,888.75

E. GRAND TOTAL:

Grand Total (Sum of Sections A, B, C & D Totals above)	\$29,060.00
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F. EMERGENCY HOOD CLEANING – LABOR RATES [For Section VII.K of IFB R19-013]

Labor Class	Hourly Rate
Foreman/Supervisor	\$65.00
Skilled Technician	\$45.00
Apprentice/Helper	\$20.00

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 R19-013 dated June 6, 2019 and Addendum 1 dated July 3, 2019
- C. Attachment B – Contractor’s bid Response dated July 12, 2019

This Standard Contract identifies terms as negotiated and/or agreed to by both parties. In the event of a conflict between the above listed documents A through C in this section, the following order of precedence shall govern.

- A. Standard Contract
- B. Radford University IFB R19-013 and all Addenda
- C. Contractor’s Bid Response date July 12, 2019

- VI. **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 Manager of Auxiliary Services, Facilities Management. Contact information will be provided to Contractor.

VII. COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:

1. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor’s and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for

review at the University Procurement and Contracts Office. In addition, the manual may be accessed electronically at <https://vascupp.org> or a copy can be obtained by calling Procurement and Contracts at (540) 831-6097.

2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that Radford University has purchased or uses any of its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotional materials without the prior written consent of the University.
3. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 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 or Offeror shall not modify the official version of the solicitation issued by Radford University's Procurement and Contracts Department. Such modifications or additions to the solicitation by the Bidder or Offeror may be cause for rejection of the bid or proposal; however, Radford University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid or proposal.
14. **DEBARMENT STATUS**: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
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 manufacturer, 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/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal) and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment; loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
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 or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- 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/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 21. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Governing Rules. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in number of employees that change their workers' compensation requirements under the Governing Rules during the course of the contract shall be in noncompliance with the contract.
- Employer's Liability - \$ 100,000.
- Commercial General Liability - \$1,000,000 per occurrence 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	<u>Limits</u>
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 <i>per Code of Virginia § 8.01 – 581.15</i>)
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, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the 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/offerors shall state bid/offer in U.S. dollars.

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

submitted by, or investigations of, such (bidder/offeror) fails to satisfy the services and/or furnish the goods contemplated therein.

28. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption number is 54-73-0076K.
29. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.
30. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided, once an award is announced, all proposals/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/proposal will be available for public inspection.*

VIII. SPECIAL TERMS AND CONDITIONS:

1. **ACCEPTANCE PERIOD:** Any bid/proposal submitted in response to this solicitation shall be valid for (60) days. At the end of the (60) days, the bid/proposal may be withdrawn at the written request of the bidder/Offeror. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
2. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods and services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services as negotiated under the same terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this contract. Such additional goods and services will be provided to the University at favored nations pricing. The exact pricing of these good and services will be determined at the time of procurement.
3. **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. In case of arithmetic errors, the unit price will govern. 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 EVALUATION PROCEDURES:** Bids will be evaluated based on a Grand Total Sum basis. See Attachment F – Pricing Table for details on Bid Evaluation Procedures.
- 7. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
- 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 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/offeror within any 12-month period is \$750,000 or more, the bidder/offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder/offeror 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/offeror 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/offer shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his Contractor license number:

Licensed Class A Virginia Contractor No.: _____ Specialty:

Licensed Class B Virginia Contractor No.: _____ Specialty:

Licensed Class C Virginia Contractor No.: _____ Specialty:

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

If the bidder/offer fails to provide the required license as requested by the University within a specific period of time, the bid/proposal 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. 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.
- 12. 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# R19-013
Address:	Due Date: July 9, 2019 Time: 3:00 PM
	IFB Title: Food Service Hood Cleaning
City, State, Zip Code	Name of Contract Officer: Jeff Groseclose

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.

- 13. 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.
- 14. LICENSE/REGISTRATION:** The Contractor shall possess and maintain through the period of the contract performance, all licenses required by Federal or Commonwealth of Virginia Laws or Regulations for the performance of any and all work required by this contract. Contractor shall provide written proof of licensing/registration when requested by the University.
- 15. 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.

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. **PUBLIC POSTING OF COOPERATIVE CONTRACTS:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
19. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those shown.
20. **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.
21. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for four (4) one year (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.

- 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/proposal.
- 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.

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: Underpressure, Inc.

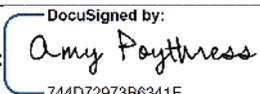
PURCHASING AGENCY: RADFORD UNIVERSITY

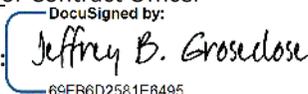
Print Name: Amy Poythress _____

Print Name: Jeffrey (Jeff) Groseclose _____

Title: President _____

Title: Senior Contract Officer _____

Signature:  _____

Signature:  _____

Date: 7/26/2019 | 11:56 AM EDT

Date: 7/26/2019 | 12:01 PM EDT

Attachment A

Invitation for Bid (IFB) R19-013 dated June 6, 2019 and the following Addenda:

Addendum No. 1 dated July 3, 2019

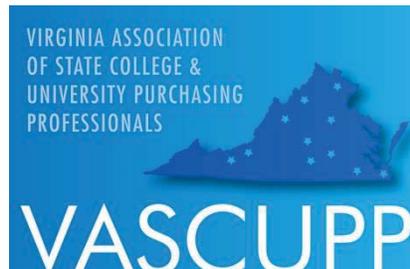
RADFORD UNIVERSITY

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

**INVITATION FOR BID
#R19-013**

FOOD SERVICE HOOD CLEANING

JUNE 6, 2019



RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP



**INVITATION FOR BID
IFB # R19-013**

ISSUE DATE: June 6, 2019

TITLE: Food Service Hood Cleaning

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

SEALED BIDS DUE DATE/TIME: July 9, 2019 up to and including 3:00 PM Eastern Standard 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 SITE VISITS AND PRE-BID CONFERENCE: Reference is made to section (VIII). SITE VISITS: June 17, 2019 at 1:30 PM or June 18, 2019 at 9:00 AM. CONFERENCE: June 18, 2019 at 1:00 PM.

QUESTIONS/INQUIRIES: Email all inquiries for information to: Jeff Groseclose at jbgrosec@radford.edu or 540-831-5634.

Written questions may be submitted no later than close of business on 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://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:
<p>Check all that apply: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Individual</p> <p>Department of Small Business and Supplier Diversity (DSBSD) Certification No. _____ and Expiration Date: _____</p> <p>Certification Category: <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Small Business (www.sbsd.virginia.gov) for additional information.</p> <p>eVA Virginia's eProcurement Portal Registered: Yes <input type="checkbox"/> - eVA Vendor ID# _____</p> <p>Commonwealth of Virginia State Corporation Commission registration number: _____</p>		

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

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IFB R19-013 (Food Service Hood Cleaning)

I. **PURPOSE:**

- A. 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 Food Service Hood Cleaning as outlined herein, to Radford University, (hereinafter referred to as the "RU" or "the University"), an agency of the Commonwealth of Virginia.

II. **BACKGROUND**

A. **University Background:**

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

Specific Background: Radford University currently utilizes a term contract for food service hood cleaning. The University's average spend over the past five year period is estimated to be \$25,000.00 annually.

III. **CONTRACT PARTICIPATION**

- A. Under the authority of §6 of *the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia* (copy available at [VASCUPP web site](#)). It is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institutions' affiliated corporations may access any resulting contract if

authorized by the contractor. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify the lead-issuing institution in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be. Please contact the buyer for additional information.

- IV. **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.
- V. **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 Manager of Auxiliary Services, Facilities Management. Contact information will be provided to contractor upon award.
- VI. **DEFINITIONS:** INTENTIONALLY LEFT BLANK
- VII. **SCOPE OF WORK:** The Contractor shall furnish all labor, tools, materials, equipment, staff and supervision to provide Food Service Hood Cleaning to Radford University as stated in the Scope of Work.

REQUIREMENTS:

- A. The Contractor shall provide all necessary cleaning equipment and supplies including any special cleaning wands and nozzles in order to reach difficult areas. The chemicals used shall not damage the metal ductwork and hoods and shall be approved for food service use. The University will not supply any equipment or supplies, including general cleaning equipment or supplies. Safety Data Sheets (SDS) shall be provided by the Contractor to the University for all chemicals prior to use.
- B. Standing on any equipment to reach an area to be cleaned is not allowed. If equipment is damaged by the Contractor, the Contractor will be invoiced for repairs. Contractor shall provide all ladders and scaffolding necessary.
- C. Entire hood system must be cleaned, including all parts, hoods, ducts, troughs, drip pans, plenums, screens, baffles, roof fan units, drain pipes leading from hood or drip pans, and must replace absorbent material in cups on roof fans. Any removable workings of the system that the Contractor removes

during cleaning must be replaced by the Contractor. Any drop ceiling panels removed during cleaning must be returned to their original place by the Contractor.

- D. It is the Contractor's responsibility to protect the surrounding area (walls, floors, and equipment) and leave clean after service is completed. Areas shall be kept clear of equipment and materials and all work areas shall be kept neat and orderly at all times during service. Any damages to University equipment or property, including replacement or repair, will be invoiced to the Contractor.
- E. All areas accessed by the Contractor must be left as found when job is complete, including any areas inadvertently soiled while in the facility. The Contractor will be responsible to return to the site and clean up any spillage or residue discovered by the University. If the University completes this cleanup, the Contractor will be invoiced for costs incurred.
- F. Allowable thickness of grease is 0.078 (5/64") before being scraped and cleaned.
- G. The University reserves the right to adjust frequency of cleaning schedule as well as add and/or delete hoods and equipment as needed throughout the contract period. The cleaning schedule will be coordinated in conjunction with Dining operations and the anticipated schedule shall be nights, weekends, and scheduled outages as to not interfere with normal Dining operations. Schedule may change due to condition of hood(s). The typical cleaning schedule is outlined in the Pricing Schedule, **ATTACHMENT F**
- H. The University designee will inspect all hoods once cleaning is complete. If cleaning is deemed to not be satisfactory according to code, the Contractor is responsible and will provide additional cleaning to correct deficiencies found without forty-eight (48) hours.
- I. Upon completion of cleaning, the Contractor will provide a report for each hood cleaned, listing date and time of service, pre-cleaning checklist, services performed, any areas not cleaned and reason, post-cleaning checklist, and any additional notes or comments within twenty-four (24) hours of cleaning. Invoices will not be processed for payment until the reports have been received and the cleaning has been approved by the University designee.
- J. Cleaning shall be performed following all applicable sections of the National Fire Protection Association (NFPA) standard 96 "Ventilation Control and Fire Protection of Commercial Cooking Operations" and all applicable state and local codes.

CONTRACTOR QUALIFICATIONS: The Contractor shall be qualified for the performance of this type of work in accordance with licensing by the State Board of Contractors and demonstrate the ability to provide the services specified herein. The Contractor shall maintain a steady work crew consisting of qualified and well trained staff that fully understand the requirements of the job and shall provide evidence of qualification for any personnel performing work under this contract if requested by the University. The University reserves the right to refuse to accept services from any personnel deemed to be unqualified or unable to perform assigned work.

SCHEDULING OF WORK: All work performed by the Contractor shall be coordinated through the Contract Administrator or designee. Once work has begun, Contractor must maintain a work force on campus to complete the project with minimal interruption and strive to complete the project within the timeframe established by the Contract Administrator or designee. Contractor shall provide emergency contacts and respond to emergency calls within twenty-four (24) hours after notification.

K. PAID HOURS: Labor hours shown under additional services in the Pricing Schedule, **ATTACHMENT F** are for emergency services only. All regular service contract work is to be paid at bid price per visit as outlined in the Pricing Schedule. Labor hours paid under this contract for emergency services shall be only for productive hours at the job site, unless authorized by the Contract Administrator or authorized designee. No payment will be made for travel time, lunch breaks, or other extended breaks. Time paid for emergency services shall begin upon arrival and sign-in at the University and end upon sign-out.

VIII. **MANDATORY SITE VISITS AND MANDATORY PRE-BID CONFERENCE:**

- A. A **mandatory site visit** will be required in order to submit a bid. Bidders will have two (2) options to attend site visits. The first site visit will be held on June 17, 2019 at 1:30 PM. The second site visit will be held on June 18, 2019 at 9:00 AM. The site visits will begin 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. Radford University estimates site visits to last approximately three (3) hours. No admittance will be allowed to the site visits after the start time. Bids will only be accepted from those bidders who visit the site at one of the appointed times above. Site visits will be evidenced by the representative's signature on an attendance roster. The purpose of the mandatory site visit is to allow potential bidders an opportunity to view the equipment included in this solicitation. Questions that arise during the site visit should be submitted in writing and will be clarified during the pre-proposal conference and as a written addendum to this solicitation.
- B. A **mandatory pre-bid conference** will be on June 18, 2019 at 1:00 PM at the **Armstrong Complex located at 501 Stockton Street, Radford, VA 24142 in the Procurement and Contracts Conference Room (Room 231)**. 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 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.

The Armstrong Complex is located directly across Main Street from Radford University's main campus and the exact location can be found by clicking here: [Radford University campus map](#).

- C. Potential Bidders may attend via teleconference in lieu of in person. Follow the instructions below to attend by teleconference:
1. **Join from PC, Mac, Linux, iOS or Android:** <https://radford.zoom.us/j/575220531>
 2. **Join from a Telephone :**
Dial +1 408 638 0968
Enter Meeting ID 575220531

IX. **INVOICING AND PAYMENT:**

- A. The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices, and Purchase Order number. 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

X. **ATTACHMENTS**

Attachments A-C: Informational and Compliance

Sample Contract

General Terms and Conditions

Special Terms and Conditions

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

Bidder Data Sheet

W-9 Request for Taxpayer Identification Number and
Certification Form

Pricing Table

IFB R19-013 - Attachment A – Sample Contract

THIS PAGE FOR REFERENCE ONLY-DO NOT COMPLETE FOR IFB



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: Rxxxxx

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

- I. **WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
- II. **SCOPE OF WORK:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.
- III. **TERM OF CONTRACT:** From _____ through _____ with _____ **(1) year renewal options 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# R19-013 - 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 R19-013 - Attachment C**Preferred - Special Terms and Conditions**

1. **ACCEPTANCE PERIOD:** Any bid/proposal submitted in response to this solicitation shall be valid for (60) days. At the end of the (60) days, the bid/proposal may be withdrawn at the written request of the bidder/Offeror. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
2. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods and services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services as negotiated under the same terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this contract. Such additional goods and services will be provided to the University at favored nations pricing. The exact pricing of these good and services will be determined at the time of procurement.
3. **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. In case of arithmetic errors, the unit price will govern. 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 EVALUATION PROCEDURES:** Bids will be evaluated based on a Grand Total Sum basis. See Attachment F – Pricing Table for details on Bid Evaluation Procedures.
7. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
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 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/offeror within any 12-month period is \$750,000 or more, the bidder/offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors 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/offeror 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/offeror 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/offer shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his Contractor license number:

Licensed Class A Virginia Contractor No.: _____ Specialty:

Licensed Class B Virginia Contractor No.: _____ Specialty:

Licensed Class C Virginia Contractor No.: _____ Specialty:

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

If the bidder/offer fails to provide the required license as requested by the University within a specific period of time, the bid/proposal 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. 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.

- 12. 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# R19-013
Address:	Due Date: July 9, 2019 Time: 3:00 PM
	IFB Title: Food Service Hood Cleaning
City, State, Zip Code	Name of Contract Officer: Jeff Groseclose

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.

- 13. 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.
- 14. LICENSE/REGISTRATION:** The Contractor shall possess and maintain through the period of the contract performance, all licenses required by Federal or Commonwealth of Virginia Laws or Regulations for the performance of any and all work required by this contract. Contractor shall provide written proof of licensing/registration when requested by the University.
- 15. 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.

- 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. PUBLIC POSTING OF COOPERATIVE CONTRACTS:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- 19. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those shown.
- 20. 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.
- 21. RENEWAL OF CONTRACT:** This contract may be renewed by the University for four (4) one year (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.

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/proposal.

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 R19-013 - 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 R19-013 - 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 R19-013 – 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 firm fixed pricing for each category and line item below, including all travel time and related expenses. Bidders may include quotes, worksheets, or other information with their bid, but the official pricing must be included in the pricing table provided.

HOOD CLEANING LABOR RATES:**A. Due August (Before move-In)**

Location on Campus	Hood/Fan Number	Equipment Location (Location name subject to change)	Unit Price per Cleaning
Dalton	1	Taste	\$
Dalton	2	Relax	\$
Dalton	4	Crave	\$
Dalton	5	Create	\$
Dalton	6	Kitchen	\$
Dalton	7	Kitchen	\$
Dalton	8	Kitchen	\$
Dalton	9	Kitchen	\$
Dalton	10	Kitchen Grill	\$
Dalton	11	Wendy's	\$
Dalton	12	Wendy's	\$
Dalton	13	Papa Johns	\$
Dalton	14	Au Bon Pain	\$
Bonnie	16	B-1 Hissho Sushi	\$
Bonnie	17	B-2 Chick-fil-A	\$
Bonnie	18	B-3 Chick-fil-A	\$
Bonnie	19	B-4 Create	\$
Muse	20	M-1 Serving Line	\$
Muse	21	M-2 Serving Line	\$
Muse	22	M-3 Kitchen	\$
Muse	23	M-4 Kitchen	\$
Total for August			\$

B. Due January (During Winter Break)

Location on Campus	Hood/Fan Number	Equipment Location (Location name subject to change)	Unit Price per Cleaning
Dalton	1	Taste	\$
Dalton	2	Relax	\$
Dalton	10	Kitchen Grill	\$
Dalton	11	Wendy's	\$
Dalton	12	Wendy's	\$
Bonnie	16	B-1 Hissho Sushi	\$
Bonnie	17	B-2 Chick-fil-A	\$
Bonnie	18	B-3 Chick-fil-A	\$
Bonnie	19	B-4 Create	\$
Muse	20	M-1 Serving Line	\$
Muse	22	M-3 Kitchen	\$
Total for January			\$

C. Due March (During Spring Break)

Location on Campus	Hood/Fan Number	Equipment Location (Location name subject to change)	Unit Price per Cleaning
Dalton	1	Taste	\$
Dalton	2	Relax	\$
Dalton	5	Create	\$
Dalton	6	Kitchen	\$
Dalton	7	Kitchen	\$
Dalton	8	Kitchen	\$
Dalton	9	Kitchen	\$
Dalton	10	Kitchen Grill	\$
Dalton	11	Wendy's	\$
Dalton	12	Wendy's	\$
Dalton	13	Papa Johns	\$
Bonnie	16	B-1 Hissho Sushi	\$
Bonnie	17	B-2 Chick-fil-A	\$
Bonnie	18	B-3 Chick-fil-A	\$
Bonnie	19	B-4 Create	\$
Muse	20	M-1 Serving Line	\$
Muse	22	M-3 Kitchen	\$
Muse	23	M-4 Kitchen	\$
Total for March			\$

D. Due May (After Commencement)

Location on Campus	Hood/Fan Number	Equipment Location (Location name subject to change)	Unit Price per Cleaning
Dalton	1	Taste	\$
Dalton	10	Kitchen Grill	\$
Dalton	11	Wendy's	\$
Dalton	12	Wendy's	\$
Bonnie	16	B-1 Hissho Sushi	\$
Bonnie	17	B-2 Chick-fil-A	\$
Bonnie	18	B-3 Chick-fil-A	\$
Bonnie	19	B-4 Create	\$
Muse	20	M-1 Serving Line	\$
Muse	22	M-3 Kitchen	\$
Total for May			\$

E. GRAND TOTAL

Grand Total (Sum of Sections A, B, C & D Totals above)	\$
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F. EMERGENCY HOOD CLEANING - LABOR RATES [For Section VII.K (Not included in Bid Evaluation)]:

Labor Class	Hourly Rate
Foreman/Supervisor	\$
Skilled Technician	\$
Apprentice/Helper	\$

BID EVALUATION PROCEDURES: Bids will be evaluated based on a Grand Total Sum basis. The Grand Total shall be summation of the bidder's firm fixed prices in Sections A, B, C & D of Attachment F.



Addendum No. 1

Date Issued: July 3, 2019

TO ALL BIDDERS:

Reference	IFB R19-013
Title:	Food Service Hood Cleaning
Dated:	June 6, 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 9, 2019 3:00 PM
Pre-Bid Conference Held:	June 18, 2019 1:00 PM

Amendments:

- 1) **SEALED BIDS DUE DATE/TIME** shall be changed to the following:

SEALED BIDS DUE DATE/TIME: July 16, 2019 up to and including 3:00 PM Eastern Daylight Time
Bids received after the due date and time will not be accepted.

Clarification:

- 1) **Question:** Please provide prior contract pricing.

Radford University: The most recent pricing from Radford University contract C1400032, which expired April 30, 2019, is attached to this addendum as Attachment A.

- 2) **Question:** Please provide annual university cost for prior contract and also please provide 5 year grand total.

Radford University:

May 1, 2014 to April 30, 2015 - \$22,950.00
 May 1, 2015 to April 30, 2016 - \$24,650.00
 May 1, 2016 to April 30, 2017 - \$25,075.00
 May 1, 2017 to April 30, 2018 - \$24,650.00
 May 1, 2018 to April 30, 2019 - \$29,190.00

Total five (5) year contract spend - \$126,515.00

Average annual spend - \$25,303.00

3) **Question:** Can the university provide drawings for the buildings specified?

Radford University: The University does not have drawings available that it deems helpful to potential bidders for Food Service Hood Cleaning.

4) **Question:** Is there an access panel at every turn in the duct work?

Radford University: No.

5) **Question:** Are buildings unlocked at all times?

Radford University: No. Contractor shall schedule work times in advance with the University Contract Administrator or his designee.

6) **Question:** Does work have to be performed overnight or after business hours?

Radford University: No. Work shall be scheduled during times when University dining facilities are closed. The University prefers work to be scheduled during university business hours, 8:00 am to 5:00 pm, Monday through Friday. After hours work may be scheduled if approved in advance by the Contract Administrator. Contractor shall schedule work times in advance with the University Contract Administrator or his designee.

7) **Question:** Is cleaning the hood filters part of the scope?

Radford University: Yes. All filters should be removed, cleaned, and re-installed.

8) **Question:** How did previous contractor access the stacks on Dalton roof?

Radford University: The stacks above the fans on the Dalton roof are not in the Scope of Work.

9) **Question:** Is it required to cover all office furniture and office equipment in plastic when accessing ducts from inside.

Radford University: Yes. All office furniture shall be protected.

10) **Question:** Is the Contractor required to protect carpets when pulling hoses and/or equipment through building interiors?

Radford University: Yes. All interior surfaces and finishes shall be protected. Contractor is responsible for cleaning and also responsible for repairing/replacing any damages per Scope of Work Sections VII.D and VII.E.

11) **Question:** Where is water access for the roof of the Bonnie?

Radford University: Water access is located on the loading dock at the rear of the Bonnie.

12) Question: Does contractor have to provide catch cans/cups for roof fans?

Radford University: The university will provide cans/cups where necessary at the beginning of the contract period. The contractor shall replace any cans/cups removed during the contract period per Scope of Work Section VII.C.

13) Question: Can contractor stand on equipment if protected?

Radford University: Contractor must properly protect equipment and must clean equipment if soiled during any work by the contractor. Contractor will be invoiced for any equipment repairs if equipment is damaged by the contractor per Scope of Work Section VII.B.

14) Question: Can multiple trucks/crews be used at the same time?

Radford University: Yes. All work must be scheduled and coordinated with the University Contract Administrator or his designee.

15) Question: Does the University stock replacement ceiling tile?

Radford University: Yes. The university typically stocks ceiling tile and can provide to the contractor if small quantities of tiles need to be replaced.

16) Question: Please provide the volume of traffic or transactions per day in each dining facility.

Radford University: Dining customer counts are tracked by register or point of sale grouping. In the Bonnie there is one Point of Sale grouping that includes the customer counts for Create, Chick-fil-A, and Hissho Sushi. Included in the chart below are the customer counts for a sample month for the fall (October 2018) and a sample month for the spring (February 2019). All dining facilities are closed for approximately one month during winter break (approximately mid-December to mid-January). Chick-Fil-A operates on a reduced hour schedule during the summer (approximately mid-May to mid-August) and Papa John's, Create, Hissho Sushi, and Wendy's close during the summer.

Sales Unit	Number of Customers per Month October 2018
Dalton Hall	32336
Muse Hall	8119
AuBonPain	32641
ChikFilA/Max	71773
Papa Johns	11175
Wendys	20031
Sales_Unit	Number of Customers per Month February 2019
Dalton Hall	26152
Muse Hall	7181
AuBonPain	32696
ChikFilA/Create/Hissho	60578
Papa Johns	9972
Wendys	17446

17) Question: Does the University require grease runoff to be contained?

Radford University: Yes.

Respectfully,

Jeff Groseclose
Senior Contract Officer
Email: jbgrosec@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:	

**RADFORD
UNIVERSITY**

501 Stockton Street • P.O. Box 6885 • Radford, VA. 24142

CONTRACT RENEWAL LETTER

Date: April 23, 2018

Contract Number: C1400032

Service: Food Service Hood Cleaning

Renewal Term: May 1, 2018 to April 30, 2019 [Renewal No. 4 of 4]

Issued by: Radford University
[Redacted]

Contractor: T. Plumbing & Landscaping dba TP&L Contracting Services
[Redacted]

Contract Administrator: [Redacted]

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will increase 2.9% in accordance with the "services" category of the CPI-U as per the special terms section "Renewal of Contract". An updated pricing schedule is attached to this renewal, Attachment A.

Effective as of this renewal, [Redacted] will be the Contract Administrator.

Please email one executed renewal notice to my attention no later than this Wednesday, April 25h.

<p style="text-align: center;">CONTRACTOR NAME</p> <p>By: [Redacted]</p> <p>Name: [Redacted]</p> <p>Title: [Redacted]</p> <p>Date Signed: <u>04-25-2018</u></p>	<p style="text-align: center;">RADFORD UNIVERSITY</p> <p>By: <u>Jeffrey B. Groseclose</u></p> <p>Name: <u>Jeffrey (Jeff) B. Groseclose</u></p> <p>Title: <u>Senior Contract Officer</u></p> <p>Date Signed: <u>April 23, 2018</u></p>
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CONTRACT C1400032
 ATTACHMENT A
 RENEWAL 4 OF 4
 PRICING SCHEDULE

#	Campus Location	Hood/Fan Number	Equipment Location	**Unit Price Per Cleaning**	Alternate Pricing DAYTIME Unit Price Per Cleanini:
Dalton					
1.		1	Taste	\$ 437.33 425	\$ 437.33 425
2.		2	Relax	\$ 437.33 425	\$ 437.33 425
3.		4	Crave	\$ 437.33 425	\$ 437.33 425
4.		5	Create	\$ 437.33 425	\$ 437.33 425
5.		6	Kitchen	\$ 437.33 425	\$ 437.33 425
6.		7	Kitchen	\$ 437.33 425	\$ 437.33 425
7.		8	Kitchen	\$ 437.33 425	\$ 437.33 425
8.		9	Kitchen	\$ 437.33 425	\$ 437.33 425
9.		10	Kitchen Grill	\$ 437.33 425	\$ 437.33 425
10.		11	Wendy's	\$ 437.33 425	\$ 437.33 425
11.		12	Wendy's	\$ 437.33 425	\$ 437.33 425
12.		13	Papa Johns	\$ 437.33 425	\$ 437.33 425
13.		14	Au Bon Pain	\$ 437.33 425	\$ 437.33 425
Bonnie					
14.		16	81 Austin Grill	\$ 437.33 425	\$ 437.33 425
15.		17	B-2 Chick-fil-A	\$ 437.33 425	\$ 437.33 425
16.		18	8-3 Chick-fil-A	\$ 437.33 425	\$ 437.33 425
17.		19	8-4 Wild Greens	\$ 437.33 425	\$ 437.33 425
Muse					
18.		20	M-1 Serving Line	\$ 437.33 425	\$ 437.33 425
19.		21	M-2 Serving Line	\$ 437.33 425	\$ 437.33 425
20.		22	M-3 Kitchen	\$ 437.33 425	\$ 437.33 425
21.		23	M-4 Kitchen	\$ 437.33 425	\$ 437.33 425

6.2 Emergency Hood Cleaning - Labor Rates:

	Labor Class	Hourly Rate Regular		Hourly Rate Overtime	
1.	Foreman/Supervisor	\$ 56.60	55.00	\$ 84.90	82.50
2.	Skilled Technician	\$ 25.73	25.00	\$ 38.59	37.50
3.	Apprentice/Helper	\$ 15.44	15.00	\$ 23.15	22.50



#	Campus Location	Hood/Fan	Equipment Location	Estimated Annual Quantity	Unit Price per Cleanina	Extended Pricing
Dalton						
1		1	Taste	6	\$ 437.33 425.00	\$ ^{2,623.98} 2,550.00
2		2	Relax	4	\$ 437.33 425.00	\$ ^{1,719.32} 1,700.00
3		4	Crave	4	\$ 437.33 425.00	\$ ^{1,749.32} 1,700.00
4		5	Create	4	\$ 437.33 425.00	\$ ^{1,749.32} 1,700.00
5		6	Kitchen	4	\$ 437.33 425.00	\$ ^{1,749.32} 1,700.00
6		7	Kitchen	4	\$ 437.33 425.00	\$ ^{1,719.32} 1,700.00
7		8	Kitchen	4	\$ 437.33 425.00	\$ ^{1,749.32} 1,700.00
8		9	Kitchen	4	\$ 437.33 425.00	\$ ^{1,719.32} 1,700.00
9		10	Kitchen Grill	4	\$ 437.33 425.00	\$ ^{1,749.32} 1,700.00
10		11	Wendy's	6	\$ 437.33 425.00	\$ ^{2,623.98} 2,550.00
11		12	Wendy's	6	\$ 437.33 425.00	\$ ^{2,623.98} 2,550.00
12		13	Papa Johns	4	\$ 437.33 425.00	\$ ^{1,719.32} 1,700.00
13		14	Au Bon Pain	2	\$ 437.33 425.00	\$ ^{874.66} 850.00
Bonnie						
14		16	B1 Austin Grill	4	\$ 437.33 425.00	\$ ^{1,749.32} 1,700.00
15		17	B-2 Chick-fil-A	4	\$ 437.33 425.00	\$ ^{1,749.32} 1,700.00
16		18	B-3 Chick-fil-A	4	\$ 437.33 425.00	\$ ^{1,749.32} 1,700.00
17		19	B-4 Wild Greens	4	\$ 437.33 425.00	\$ ^{1,749.32} 1,700.00
Muse						
18		20	M-1 ServinQ Line	6	\$ 437.33 425.00	\$ ^{2,623.98} 2,550.00
19		21	M-2 Serving Line	2	\$ 437.33 425.00	\$ ^{874.66} 850.00
20		22	M-3 Kitchen	4	\$ 437.33 425.00	\$ ^{1,719.32} 1,700.00
21		23	M-4 Kitchen	2	\$ 437.33 425.00	\$ ^{874.66} 850.00
GRAND TOTAL (ESTIMATED ANNUAL CLEANING - LABOR PRICE)						\$ ^{37,610.38} 36,550.00

Attachment B

Contractor's Bid Response dated July 12, 2019



UNDERPRESSURE, INC.

You Cook...We'll Clean

**Specializing in Kitchen Grease Exhaust
& Tiled Floor Cleaning**

P: (804)769-8035

AmyPoythress@underpressure-inc.com

www.underpressure-inc.com

Name of Bidder: Underpressure, INC.	IFB# R19-013
Address:	Due Date: July 10 2019 Time: 3:00 PM
PO BOX 125	IFB Title: Food Service Hood Cleaning
Manquin, VA 23106	
City, State, Zip Code	Name of Contract Officer: Jeff Groseclose

ENCLOSED:

- **Pages 1-24: IFB#R19-013**
- **Pages 25-31: Addendum**
- **Page 32: COVA**
- **Pages 33-34: IKECA Membership & Certification**
- **Page 35: Certificate of Insurance**

Thank you for the opportunity to place a bid for kitchen grease exhaust cleaning at Radford University!

Amy Poythress, President

Underpressure, INC.

amypoythress@underpressure-inc.com

www.Underpressure-INC.com

RADFORD UNIVERSITY

PROCUREMENT AND CONTRACTS

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

**INVITATION FOR BID
#R19-013**

FOOD SERVICE HOOD CLEANING

JUNE 6, 2019



RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP



**INVITATION FOR BID
IFB # R19-013**

ISSUE DATE: June 6, 2019

TITLE: Food Service Hood Cleaning

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

SEALED BIDS DUE DATE/TIME: July 9, 2019 up to and including 3:00 PM Eastern Standard 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 SITE VISITS AND PRE-BID CONFERENCE: Reference is made to section (VIII). SITE VISITS: June 17, 2019 at 1:30 PM or June 18, 2019 at 9:00 AM. CONFERENCE: June 18, 2019 at 1:00 PM.

QUESTIONS/INQUIRIES: Email all inquiries for information to: Jeff Groseclose at jbgrosec@radford.edu or 540-831-5634.

Written questions may be submitted no later than close of business on June 20, 2019.

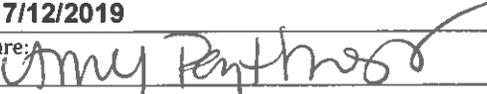
PUBLIC POSTING: Reference section 2)D)1 – *Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors VASCUPP* Public notices shall be published on the Department of General Services central electronic procurement website, eVA [eVA](http://www.eVA-Virginia.com) - 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: Underpressure, INC	Date: 7/12/2019
Street:	Signature: 
PO Box: PO BOX 125	Print Name: Amy Poythress
City/State/Zip: Manquin, VA 23106	Title: President
FEI/FIN/SS No.: [REDACTED]	Telephone: 804-769-8035
Fax:	Email: amypoythress@underpressure-inc.com
	Web Address: www.Underpressure-INC.com
Check all that apply: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Individual	
Department of Small Business and Supplier Diversity (DSBSD) Certification No. 669189 and Expiration Date: 7/10/2024	
Certification Category: <input checked="" type="checkbox"/> Woman-Owned <input type="checkbox"/> Minority-Owned <input checked="" type="checkbox"/> Small Business (www.sbsd.virginia.gov) for additional information.	
eVA Virginia's eProcurement Portal Registered: Yes <input type="checkbox"/> - eVA Vendor ID# E74997	
Commonwealth of Virginia State Corporation Commission registration number: 0544322-1	

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 R19-013 (Food Service Hood Cleaning)

I. **PURPOSE:**

- A. 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 Food Service Hood Cleaning as outlined herein, to Radford University, (hereinafter referred to as the "RU" or "the University"), an agency of the Commonwealth of Virginia.

II. **BACKGROUND**

A. **University Background:**

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

Specific Background: Radford University currently utilizes a term contract for food service hood cleaning. The University's average spend over the past five year period is estimated to be \$25,000.00 annually.

III. **CONTRACT PARTICIPATION**

- A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at [VASCUPP web site](#)). It is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institutions' affiliated corporations may access any resulting contract if

authorized by the contractor. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify the lead-issuing institution in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be. Please contact the buyer for additional information.

- IV. **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.
- V. **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 Manager of Auxiliary Services, Facilities Management. Contact information will be provided to contractor upon award.
- VI. **DEFINITIONS:** INTENTIONALLY LEFT BLANK
- VII. **SCOPE OF WORK:** The Contractor shall furnish all labor, tools, materials, equipment, staff and supervision to provide Food Service Hood Cleaning to Radford University as stated in the Scope of Work.

REQUIREMENTS:

- A. The Contractor shall provide all necessary cleaning equipment and supplies including any special cleaning wands and nozzles in order to reach difficult areas. The chemicals used shall not damage the metal ductwork and hoods and shall be approved for food service use. The University will not supply any equipment or supplies, including general cleaning equipment or supplies. Safety Data Sheets (SDS) shall be provided by the Contractor to the University for all chemicals prior to use.
- B. Standing on any equipment to reach an area to be cleaned is not allowed. If equipment is damaged by the Contractor, the Contractor will be invoiced for repairs. Contractor shall provide all ladders and scaffolding necessary.
- C. Entire hood system must be cleaned, including all parts, hoods, ducts, troughs, drip pans, plenums, screens, baffles, roof fan units, drain pipes leading from hood or drip pans, and must replace absorbent material in cups on roof fans. Any removable workings of the system that the Contractor removes

- during cleaning must be replaced by the Contractor. Any drop ceiling panels removed during cleaning must be returned to their original place by the Contractor.
- D. It is the Contractor's responsibility to protect the surrounding area (walls, floors, and equipment) and leave clean after service is completed. Areas shall be kept clear of equipment and materials and all work areas shall be kept neat and orderly at all times during service. Any damages to University equipment or property, including replacement or repair, will be invoiced to the Contractor.
 - E. All areas accessed by the Contractor must be left as found when job is complete, including any areas inadvertently soiled while in the facility. The Contractor will be responsible to return to the site and clean up any spillage or residue discovered by the University. If the University completes this cleanup, the Contractor will be invoiced for costs incurred.
 - F. Allowable thickness of grease is 0.078 (5/64") before being scraped and cleaned.
 - G. The University reserves the right to adjust frequency of cleaning schedule as well as add and/or delete hoods and equipment as needed throughout the contract period. The cleaning schedule will be coordinated in conjunction with Dining operations and the anticipated schedule shall be nights, weekends, and scheduled outages as to not interfere with normal Dining operations. Schedule may change due to condition of hood(s). The typical cleaning schedule is outlined in the Pricing Schedule, **ATTACHMENT F**
 - H. The University designee will inspect all hoods once cleaning is complete. If cleaning is deemed to not be satisfactory according to code, the Contractor is responsible and will provide additional cleaning to correct deficiencies found without forty-eight (48) hours.
 - I. Upon completion of cleaning, the Contractor will provide a report for each hood cleaned, listing date and time of service, pre-cleaning checklist, services performed, any areas not cleaned and reason, post-cleaning checklist, and any additional notes or comments within twenty-four (24) hours of cleaning. Invoices will not be processed for payment until the reports have been received and the cleaning has been approved by the University designee.
 - J. Cleaning shall be performed following all applicable sections of the National Fire Protection Association (NFPA) standard 96 "Ventilation Control and Fire Protection of Commercial Cooking Operations" and all applicable state and local codes.

CONTRACTOR QUALIFICATIONS: The Contractor shall be qualified for the performance of this type of work in accordance with licensing by the State Board of Contractors and demonstrate the ability to provide the services specified herein. The Contractor shall maintain a steady work crew consisting of qualified and well trained staff that fully understand the requirements of the job and shall provide evidence of qualification for any personnel performing work under this contract if requested by the University. The University reserves the right to refuse to accept services from any personnel deemed to be unqualified or unable to perform assigned work.

SCHEDULING OF WORK: All work performed by the Contractor shall be coordinated through the Contract Administrator or designee. Once work has begun, Contractor must maintain a work force on campus to complete the project with minimal interruption and strive to complete the project within the timeframe established by the Contract Administrator or designee. Contractor shall provide emergency contacts and respond to emergency calls within twenty-four (24) hours after notification.

- K. **PAID HOURS:** Labor hours shown under additional services in the Pricing Schedule, **ATTACHMENT F** are for emergency services only. All regular service contract work is to be paid at bid price per visit as outlined in the Pricing Schedule. Labor hours paid under this contract for emergency services shall be only for productive hours at the job site, unless authorized by the Contract Administrator or authorized designee. No payment will be made for travel time, lunch breaks, or other extended breaks. Time paid for emergency services shall begin upon arrival and sign-in at the University and end upon sign-out.

VIII. MANDATORY SITE VISITS AND MANDATORY PRE-BID CONFERENCE:

- A. A **mandatory site visit** will be required in order to submit a bid. Bidders will have two (2) options to attend site visits. The first site visit will be held on June 17, 2019 at 1:30 PM. The second site visit will be held on June 18, 2019 at 9:00 AM. The site visits will begin 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. Radford University estimates site visits to last approximately three (3) hours. No admittance will be allowed to the site visits after the start time. Bids will only be accepted from those bidders who visit the site at one of the appointed times above. Site visits will be evidenced by the representative's signature on an attendance roster. The purpose of the mandatory site visit is to allow potential bidders an opportunity to view the equipment included in this solicitation. Questions that arise during the site visit should be submitted in writing and will be clarified during the pre-proposal conference and as a written addendum to this solicitation.
- B. A **mandatory pre-bid conference** will be on June 18, 2019 at 1:00 PM at the **Armstrong Complex located at 501 Stockton Street, Radford, VA 24142 in the Procurement and Contracts Conference Room (Room 231)**. 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 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.

The Armstrong Complex is located directly across Main Street from Radford University's main campus and the exact location can be found by clicking here: [Radford University campus map](#).

- C. Potential Bidders may attend via teleconference in lieu of in person. Follow the instructions below to attend by teleconference:
1. **Join from PC, Mac, Linux, iOS or Android:** <https://radford.zoom.us/j/575220531>
 2. **Join from a Telephone :**
Dial +1 408 638 0968
Enter Meeting ID 575220531

IX. INVOICING AND PAYMENT:

- A. The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices, and Purchase Order number. 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**

X. **ATTACHMENTS**

Attachments A-C: Informational and Compliance

Sample Contract

General Terms and Conditions

Special Terms and Conditions

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

Bidder Data Sheet

W-9 Request for Taxpayer Identification Number and
Certification Form

Pricing Table

IFB R19-013 - Attachment A – Sample Contract

THIS PAGE FOR REFERENCE ONLY-DO NOT COMPLETE FOR IFB



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: Rxxxxx

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

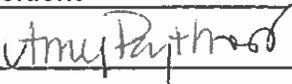
- I. **WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
- II. **SCOPE OF WORK:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.
- III. **TERM OF CONTRACT:** From _____ through _____ with _____ (1) year renewal options 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:

Print Name: Amy Poythres

Title: President

Signature: 

Date: 7/12/2019

PURCHASING AGENCY: RADFORD UNIVERSITY

Print Name: _____

Title: _____

Signature: _____

Date: _____

IFB# R19-013 - 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 R19-013 - Attachment C**Preferred - Special Terms and Conditions**

1. **ACCEPTANCE PERIOD:** Any bid/proposal submitted in response to this solicitation shall be valid for (60) days. At the end of the (60) days, the bid/proposal may be withdrawn at the written request of the bidder/Offeror. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
2. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods and services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services as negotiated under the same terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this contract. Such additional goods and services will be provided to the University at favored nations pricing. The exact pricing of these good and services will be determined at the time of procurement.
3. **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. In case of arithmetic errors, the unit price will govern. 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 EVALUATION PROCEDURES:** Bids will be evaluated based on a Grand Total Sum basis. See Attachment F – Pricing Table for details on Bid Evaluation Procedures.
7. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
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 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/offeror within any 12-month period is \$750,000 or more, the bidder/offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder/offeror 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/offeror 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/offer shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his Contractor license number:

Licensed Class A Virginia Contractor No.: 2705158893 Specialty: _____

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

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

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

If the bidder/offer fails to provide the required license as requested by the University within a specific period of time, the bid/proposal 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. **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.

- 12. 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# R19-013
Address:	Due Date: July 9, 2019 Time: 3:00 PM
	IFB Title: Food Service Hood Cleaning
City, State, Zip Code	Name of Contract Officer: Jeff Groseclose

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.

- 13. 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.
- 14. LICENSE/REGISTRATION:** The Contractor shall possess and maintain through the period of the contract performance, all licenses required by Federal or Commonwealth of Virginia Laws or Regulations for the performance of any and all work required by this contract. Contractor shall provide written proof of licensing/registration when requested by the University.
- 15. 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.

- 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. PUBLIC POSTING OF COOPERATIVE CONTRACTS:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- 19. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those shown.
- 20. 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.
- 21. RENEWAL OF CONTRACT:** This contract may be renewed by the University for four (4) one year (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.

- 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/proposal.
- 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 R19-013 - 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: Amy Poythress	TITLE: President
PHONE: (804) 769-8035	EMAIL: amypoythress@underpressure-inc.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: 18	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: [REDACTED]	Contact Name and Title: [REDACTED]
Phone: [REDACTED] Fax: ()	Email: [REDACTED]
Project: Kitchen Grease Exhaust Cleaning	
Dates of Service: June 2014 - Present	\$ Value: [REDACTED]
2) Company: [REDACTED]	Contact Name and Title: [REDACTED]
Phone: [REDACTED] Fax: ()	Email: [REDACTED]
Project: Kitchen Grease Exhaust Cleaning	
Dates of Service: August 2001 - Present	\$ Value: [REDACTED]

3) Company: [REDACTED]	Contact Name and Title: [REDACTED]
Phone: () [REDACTED] Fax: () [REDACTED]	Email: [REDACTED]
Project: Kitchen Grease Exhaust Cleaning	
Dates of Service: April 2011 - Present	\$ Value: [REDACTED]
4) Company: [REDACTED]	Contact Name and Title: [REDACTED]
Phone: [REDACTED] Fax: () [REDACTED]	Email: [REDACTED]
Project: Kitchen Grease Exhaust Cleaning	
Dates of Service: June 2009 - Present	\$ Value: [REDACTED]

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

N/A - NO accounts lost in 2018/2019

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 R19-013 - 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 R19-013 – 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 firm fixed pricing for each category and line item below, including all travel time and related expenses. Bidders may include quotes, worksheets, or other information with their bid, but the official pricing must be included in the pricing table provided.

HOOD CLEANING LABOR RATES:**A. Due August (Before move-In)**

Location on Campus	Hood/Fan Number	Equipment Location (Location name subject to change)	Unit Price per Cleaning
Dalton	1	Taste	\$ 310.00
Dalton	2	Relax	\$ 410.00
Dalton	4	Crave	\$ 170.00
Dalton	5	Create	\$ 410.00
Dalton	6	Kitchen	\$ 415.00
Dalton	7	Kitchen	\$ 415.00
Dalton	8	Kitchen	\$ 310.00
Dalton	9	Kitchen	\$ 310.00
Dalton	10	Kitchen Grill	\$ 275.00
Dalton	11	Wendy's	\$ 277.50
Dalton	12	Wendy's	\$ 347.50
Dalton	13	Papa Johns	\$ 277.50
Dalton	14	Au Bon Pain	\$ 382.50
Bonnie	16	B-1 Hissho Sushi	\$ 455.00
Bonnie	17	B-2 Chick-fil-A	\$ 382.50
Bonnie	18	B-3 Chick-fil-A	\$ 287.50
Bonnie	19	B-4 Create	\$ 275.00
Muse	20	M-1 Serving Line	\$ 280.00
Muse	21	M-2 Serving Line	\$ 250.00
Muse	22	M-3 Kitchen	\$ 2008.75
Muse	23	M-4 Kitchen	\$ 1588.75
Total for August			\$ 9827.50

B. Due January (During Winter Break)

Location on Campus	Hood/Fan Number	Equipment Location (Location name subject to change)	Unit Price per Cleaning
Dalton	1	Taste	\$ 310.00
Dalton	2	Relax	\$ 410.00
Dalton	10	Kitchen Grill	\$ 275.00
Dalton	11	Wendy's	\$ 277.50
Dalton	12	Wendy's	\$ 347.50
Bonnie	16	B-1 Hissho Sushi	\$ 455.00
Bonnie	17	B-2 Chick-fil-A	\$ 382.50
Bonnie	18	B-3 Chick-fil-A	\$ 277.50
Bonnie	19	B-4 Create	\$ 275.00
Muse	20	M-1 Serving Line	\$ 280.00
Muse	22	M-3 Kitchen	\$ 2008.75
Total for January			\$ 5298.75

C. Due March (During Spring Break)

Location on Campus	Hood/Fan Number	Equipment Location (Location name subject to change)	Unit Price per Cleaning
Dalton	1	Taste	\$ 310.00
Dalton	2	Relax	\$ 410.00
Dalton	5	Create	\$ 410.00
Dalton	6	Kitchen	\$ 415.00
Dalton	7	Kitchen	\$ 415.00
Dalton	8	Kitchen	\$ 310.00
Dalton	9	Kitchen	\$ 310.00
Dalton	10	Kitchen Grill	\$ 275.00
Dalton	11	Wendy's	\$ 277.50
Dalton	12	Wendy's	\$ 347.50
Dalton	13	Papa Johns	\$ 277.50
Bonnie	16	B-1 Hissho Sushi	\$ 455.00
Bonnie	17	B-2 Chick-fil-A	\$ 382.50
Bonnie	18	B-3 Chick-fil-A	\$ 287.50
Bonnie	19	B-4 Create	\$ 275.00
Muse	20	M-1 Serving Line	\$ 280.00
Muse	22	M-3 Kitchen	\$ 2008.75
Muse	23	M-4 Kitchen	\$ 1588.75
Total for March			\$ 9035.00

D. Due May (After Commencement)

Location on Campus	Hood/Fan Number	Equipment Location (Location name subject to change)	Unit Price per Cleaning
Dalton	1	Taste	\$ 310.00
Dalton	10	Kitchen Grill	\$ 275.00
Dalton	11	Wendy's	\$ 277.50
Dalton	12	Wendy's	\$ 347.50
Bonnie	16	B-1 Hissho Sushi	\$ 455.00
Bonnie	17	B-2 Chick-fil-A	\$ 382.50
Bonnie	18	B-3 Chick-fil-A	\$ 277.50
Bonnie	19	B-4 Create	\$ 275.00
Muse	20	M-1 Serving Line	\$ 280.00
Muse	22	M-3 Kitchen	\$ 2008.75
Total for May			\$ 4888.75

E. GRAND TOTAL

Grand Total (Sum of Sections A, B, C & D Totals above)	\$ 29,050.00
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F. EMERGENCY HOOD CLEANING – LABOR RATES [For Section VII.K (Not included in Bid Evaluation)]:

Labor Class	Hourly Rate
Foreman/Supervisor	\$ 65.00
Skilled Technician	\$ 45.00
Apprentice/Helper	\$ 20.00

BID EVALUATION PROCEDURES: Bids will be evaluated based on a Grand Total Sum basis. The Grand Total shall be summation of the bidder's firm fixed prices in Sections A, B, C & D of Attachment F.



Addendum No. 1

Date Issued: July 3, 2019

TO ALL BIDDERS:

Reference	IFB R19-013
Title:	Food Service Hood Cleaning
Dated:	June 6, 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 9, 2019 3:00 PM
Pre-Bid Conference Held:	June 18, 2019 1:00 PM

Amendments:

- 1) **SEALED BIDS DUE DATE/TIME** shall be changed to the following:

SEALED BIDS DUE DATE/TIME: July 16, 2019 up to and including 3:00 PM Eastern Daylight Time
Bids received after the due date and time will not be accepted.

Clarification:

- 1) **Question:** Please provide prior contract pricing.

Radford University: The most recent pricing from Radford University contract C1400032, which expired April 30, 2019, is attached to this addendum as Attachment A.

- 2) **Question:** Please provide annual university cost for prior contract and also please provide 5 year grand total.

Radford University:

May 1, 2014 to April 30, 2015 - \$22,950.00
 May 1, 2015 to April 30, 2016 - \$24,650.00
 May 1, 2016 to April 30, 2017 - \$25,075.00
 May 1, 2017 to April 30, 2018 - \$24,650.00
 May 1, 2018 to April 30, 2019 - \$29,190.00

Total five (5) year contract spend - \$126,515.00

Average annual spend - \$25,303.00

3) **Question:** Can the university provide drawings for the buildings specified?

Radford University: The University does not have drawings available that it deems helpful to potential bidders for Food Service Hood Cleaning.

4) **Question:** Is there an access panel at every turn in the duct work?

Radford University: No.

5) **Question:** Are buildings unlocked at all times?

Radford University: No. Contractor shall schedule work times in advance with the University Contract Administrator or his designee.

6) **Question:** Does work have to be performed overnight or after business hours?

Radford University: No. Work shall be scheduled during times when University dining facilities are closed. The University prefers work to be scheduled during university business hours, 8:00 am to 5:00 pm, Monday through Friday. After hours work may be scheduled if approved in advance by the Contract Administrator. Contractor shall schedule work times in advance with the University Contract Administrator or his designee.

7) **Question:** Is cleaning the hood filters part of the scope?

Radford University: Yes. All filters should be removed, cleaned, and re-installed.

8) **Question:** How did previous contractor access the stacks on Dalton roof?

Radford University: The stacks above the fans on the Dalton roof are not in the Scope of Work.

9) **Question:** Is it required to cover all office furniture and office equipment in plastic when accessing ducts from inside.

Radford University: Yes. All office furniture shall be protected.

10) **Question:** Is the Contractor required to protect carpets when pulling hoses and/or equipment through building interiors?

Radford University: Yes. All interior surfaces and finishes shall be protected. Contractor is responsible for cleaning and also responsible for repairing/replacing any damages per Scope of Work Sections VII.D and VII.E.

11) **Question:** Where is water access for the roof of the Bonnie?

Radford University: Water access is located on the loading dock at the rear of the Bonnie.

12) Question: Does contractor have to provide catch cans/cups for roof fans?

Radford University: The university will provide cans/cups where necessary at the beginning of the contract period. The contractor shall replace any cans/cups removed during the contract period per Scope of Work Section VII.C.

13) Question: Can contractor stand on equipment if protected?

Radford University: Contractor must properly protect equipment and must clean equipment if soiled during any work by the contractor. Contractor will be invoiced for any equipment repairs if equipment is damaged by the contractor per Scope of Work Section VII.B.

14) Question: Can multiple trucks/crews be used at the same time?

Radford University: Yes. All work must be scheduled and coordinated with the University Contract Administrator or his designee.

15) Question: Does the University stock replacement ceiling tile?

Radford University: Yes. The university typically stocks ceiling tile and can provide to the contractor if small quantities of tiles need to be replaced.

16) Question: Please provide the volume of traffic or transactions per day in each dining facility.

Radford University: Dining customer counts are tracked by register or point of sale grouping. In the Bonnie there is one Point of Sale grouping that includes the customer counts for Create, Chick-fil-A, and Hissho Sushi. Included in the chart below are the customer counts for a sample month for the fall (October 2018) and a sample month for the spring (February 2019). All dining facilities are closed for approximately one month during winter break (approximately mid-December to mid-January). Chick-Fil-A operates on a reduced hour schedule during the summer (approximately mid-May to mid-August) and Papa John's, Create, Hissho Sushi, and Wendy's close during the summer.

Sales Unit	Number of Customers per Month October 2018
Dalton Hall	32336
Muse Hall	8119
AuBonPain	32641
ChikFILA/Max	71773
Papa Johns	11175
Wendys	20031
Sales_Unit	Number of Customers per Month February 2019
Dalton Hall	26152
Muse Hall	7181
AuBonPain	32696
ChikFILA/Create/Hissho	60578
Papa Johns	9972
Wendys	17446

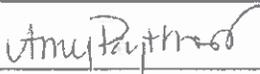
17) Question: Does the University require grease runoff to be contained?

Radford University: Yes.

Respectfully,

Jeff Groseclose
Senior Contract Officer
Email: jbgrosec1@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: Underpressure, INC	
Signature: 	Title: President
Print Name: Amy Poythress	
Date: 7/12/2019	

R19-013 Addendum 1 - ATTACHMENT A
Prior Contract C1400032 Pricing

**RADFORD
UNIVERSITY**

501 Stockton Street • P.O. Box 6885 • Radford, VA. 24142

CONTRACT RENEWAL LETTER

Date: April 23, 2018
Contract Number: C1400032
Service: Food Service Hood Cleaning
Renewal Term: May 1, 2018 to April 30, 2019 [Renewal No. 4 of 4]

Issued by: Radford University
[Redacted]

Contractor: T. Plumbing & Landscaping dba TP&L Contracting Services
[Redacted]

Contract Administrator:
[Redacted]

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will increase 2.9% in accordance with the "services" category of the CPI-U as per the special terms section "Renewal of Contract". An updated pricing schedule is attached to this renewal, Attachment A.

Effective as of this renewal, [Redacted] will be the Contract Administrator.

Please email one executed renewal notice to my attention no later than this Wednesday, April 25h.

CONTRACTOR NAME
By: [Redacted]
Name: [Redacted]
Title: [Redacted]
Date Signed: 04-25-2018

RADFORD UNIVERSITY
By: Jeffrey B. Groseclose
Name: Jeffrey (Jeff) B. Groseclose
Title: Senior Contract Officer
Date Signed: April 23, 2018



CONTRACT C1400032
 ATTACHMENT A
 RENEWAL 4 OF 4
 PRICING SCHEDULE

#	Campus Location	Hood/Fan Number	Equipment Location	**Unit Price Per Cleaning**	Alternate Pricing DAYTIME Unit Price Per Cleaning
Dalton					
1.		1	Taste	\$ 437.33 425	\$ 437.33 425
2.		2	Relax	\$ 437.33 425	\$ 437.33 425
3.		4	Crave	\$ 437.33 425	\$ 437.33 425
4.		5	Create	\$ 437.33 425	\$ 437.33 425
5.		8	Kitchen	\$ 437.33 425	\$ 437.33 425
6.		7	Kitchen	\$ 437.33 425	\$ 437.33 425
7.		8	Kitchen	\$ 437.33 425	\$ 437.33 425
8.		9	Kitchen	\$ 437.33 425	\$ 437.33 425
9.		10	Kitchen Grill	\$ 437.33 425	\$ 437.33 425
10.		11	Wendy's	\$ 437.33 425	\$ 437.33 425
11.		12	Wendy's	\$ 437.33 425	\$ 437.33 425
12.		13	Papa Johns	\$ 437.33 425	\$ 437.33 425
13.		14	Au Bon Pain	\$ 437.33 425	\$ 437.33 425
Bonnie					
14.		16	81 Austin Grill	\$ 437.33 425	\$ 437.33 425
15.		17	B-2 Chick-fil-A	\$ 437.33 425	\$ 437.33 425
16.		18	8-3 Chick-fil-A	\$ 437.33 425	\$ 437.33 425
17.		19	8-4 Wild Greens	\$ 437.33 425	\$ 437.33 425
Muse					
18.		20	M-1 Serving Line	\$ 437.33 425	\$ 437.33 425
19.		21	M-2 Serving Line	\$ 437.33 425	\$ 437.33 425
20.		22	M-3 Kitchen	\$ 437.33 425	\$ 437.33 425
21.		23	M-4 Kitchen	\$ 437.33 425	\$ 437.33 425

6.2 Emergency Hood Cleaning - Labor Rates:

	Labor Class	Hourly Rate Regular	Hourly Rate Overtime
1.	Foreman/Supervisor	\$ 56.60 55.00	\$ 84.90 82.50
2.	Skilled Technician	\$ 25.73 25.00	\$ 38.59 37.50
3.	Apprentice/Helper	\$ 15.44 15.00	\$ 23.16 22.50



#	Campus Location	Hood/Fan	Equipment Location	Estimated Annual Quantity	Unit Price per Cleaning	Extended Pricing
Dalton						
1		1	Taste	6	\$ 437.33 425.00	\$ 2,550.00
2		2	Relax	4	\$ 437.33 425.00	\$ 1,700.00
3		4	Crave	4	\$ 437.33 425.00	\$ 1,700.00
4		5	Create	4	\$ 437.33 425.00	\$ 1,700.00
5		6	Kitchen	4	\$ 437.33 425.00	\$ 1,700.00
6		7	Kitchen	4	\$ 437.33 425.00	\$ 1,700.00
7		8	Kitchen	4	\$ 437.33 425.00	\$ 1,700.00
8		9	Kitchen	4	\$ 437.33 425.00	\$ 1,700.00
9		10	Kitchen Grill	4	\$ 437.33 425.00	\$ 1,700.00
10		11	Wendy's	6	\$ 437.33 425.00	\$ 2,550.00
11		12	Wendy's	6	\$ 437.33 425.00	\$ 2,550.00
12		13	Papa Johns	4	\$ 437.33 425.00	\$ 1,700.00
13		14	Au Bon Pain	2	\$ 437.33 425.00	\$ 850.00
Bonnie						
14		16	B1 Austin Grill	4	\$ 437.33 425.00	\$ 1,700.00
15		17	B-2 Chick-fil-A	4	\$ 437.33 425.00	\$ 1,700.00
16		18	B-3 Chick-fil-A	4	\$ 437.33 425.00	\$ 1,700.00
17		19	B-4 Wild Greens	4	\$ 437.33 425.00	\$ 1,700.00
Muse						
18		20	M-1 ServinQ Line	6	\$ 437.33 425.00	\$ 2,550.00
19		21	M-2 Serving Line	2	\$ 437.33 425.00	\$ 850.00
20		22	M-3 Kitchen	4	\$ 437.33 425.00	\$ 1,700.00
21		23	M-4 Kitchen	2	\$ 437.33 425.00	\$ 850.00
GRAND TOTAL (ESTIMATED ANNUAL CLEANING - LABOR PRICE)						\$ 36,550.00

Form W-9 Commonwealth of Virginia Substitute W-9 Form Revised December 2017		Request for Taxpayer Identification Number and Certification		
<input type="checkbox"/> Social Security Number (SSN) <input checked="" type="checkbox"/> Employer Identification Number (EIN) <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div>		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) <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div>		Legal Name: Underpressure, INC.	Business Name: Underpressure, INC.	
Entity Type <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit		Entity Classification <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> C-Corporation <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		Exemptions (see instructions) Exempt payee code (if any): (from backup withholding) _____ Exemption from FATCA reporting code (if any): _____
Contact Information				
Legal Address: 4404 E River Rd City: King William State: VA Zip Code: 23086		Name: Amy Poythress, President Email Address: amypoythress@underpressure- inc.com Business Phone: (804) 769-8035		
Remittance Address: PO BOX City: Manquin State: VA Zip Code: 23106		Fax Number: Mobile Phone: <div style="background-color: black; width: 100px; height: 15px;"></div> 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: Amy Poythress		Date: 06/20/2019		
Authorized U.S. Signature: <i>Amy Poythress</i>				



Underpressure, Inc.
*is hereby considered an Active Member
in good standing for the year*

2019

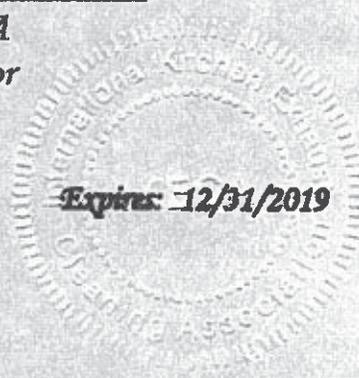
*and has agreed to provide
kitchen exhaust cleaning services
in accordance with established
IKECA Standards and Practices
and all other pertinent codes and regulations.*

A handwritten signature in black ink that reads "John F. Dixon".

*John Dixon, MPA
Executive Director*

Member ID: 11209

Expires: 12/31/2019





100 North 20th Street ♦ Suite 400 ♦ Philadelphia, PA 19103 ♦ phone: 215.564.3484 ♦ fax: 215.963.9785 ♦ www.ikeca.org