



**STANDARD CONTRACT**

Contract Number: RU23008

This contract entered into this 25th day of January, 2023, by **THE CEILING & FLOOR SHOP, INC.**, located at 105 Keystone Place, Charlottesville, Virginia 22902, hereinafter called the "Contractor" and Commonwealth of Virginia, **RADFORD UNIVERSITY**, called the "Purchasing Agency or Radford University," located at 801 East Main Street, Radford, VA. 24142.

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide Flooring, Various Types Service and Materials to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From February 1, 2023 through January 31, 2024 with four (4) one-year renewal options or as negotiated, to include all contractual provisions contained herein.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**
  - A. This signed Radford University Standard Contract. Document;
  - B. Radford University's Request for Proposal (RFP) R23-002 dated September 23, 2022, Addendum 01 dated October 10, 2022 and Addendum 02 dated October 21, 2022.
  - C. Contractor's Proposal signed and dated October 27, 2022.
  - D. Negotiation Summation: Negotiation Points dated December 19, 2022; Clarification Questions dated December 20, 2022.
5. **FINANCIAL COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents.
6. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University for a period of four (4) one-year periods, only under the terms and conditions of the original Contract except as stated in Paragraph A below. Price increases may be negotiated only at the time of renewal. Written notice of Radford University's intention to renew shall be given (approximately 90 day) prior to the expiration date of each Contract period.

**FOR LABOR ONLY:**

- A. If Radford University elects to exercise the option to renew the Contract for any additional one-year period, the Contract price(s) for the additional year shall not exceed the contract prices of the original Contract increased/decreased by no more than the percentage increase/ decrease of the "Services" category of the CPI section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or five percent (5%), whichever is less, for all renewal periods under this Contract.

7. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal R23-002, the Contractor's Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.

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

**THE CEILING & FLOOR SHOP, INC.**

Printed Name: Michael Simpson

Title: President

Signature: 

Date: 1-24-23

**RADFORD UNIVERSITY**

Printed Name: Kathryn M. Dicken

Title: Senior Procurement Officer

Signature: 

Date: January 25, 2023



## **THE CEILING & FLOOR SHOP, INC.**

105 KEYSTONE PLACE • CHARLOTTESVILLE, VIRGINIA 22902  
(434) 971-9999 • FAX (434) 977-0845

E-MAIL: CFS@ceilingandfloor.com • <http://www.ceilingandfloor.com>

November 03, 2022

A proposal from:  
The Ceiling & Floor Shop, Inc.  
105 Keystone Place  
Charlottesville VA 22902

## **Radford University**

Procurement and Contracts  
PO Box 6885  
David E. Armstrong Complex  
501 Stockton St.  
Radford, VA 24142-6885

## **Request for Proposal R23-002**

Flooring, Various Types Services and Materials  
September 23, 2022

## **VASCUPP**

Wallcoverings  
Acoustical Ceilings

Ceramic Tile & Marble  
Demountable Partitions

Carpet  
Blinds

Interior Design Service  
Vinyl and Wood Floors



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## THE CEILING & FLOOR SHOP, INC.

105 KEYSTONE PLACE • CHARLOTTESVILLE, VIRGINIA 22902

(434) 971-9999 • FAX (434) 977-0845

E-MAIL: CFS@ceilingandfloor.com • <http://www.ceilingandfloor.com>

October 25, 2022

Radford University  
Procurement and Contracts Department  
Attn: Kathryn M. Dicken  
P. O. Box 6885  
David E. Armstrong Complex  
501 Stockton Street  
Radford, VA 24142-6885

Re: Request for Proposal #R23-002  
Flooring, Various Types Services and Materials

Dear Sir,

Please find enclosed our proposal for floor services and materials. Our company began from humble origins with just my business partner and me doing every aspect of the required work. We started slowly and reinvested as much as possible back into the company to allow for growth. As our working capital improved, we were able to grow and take on larger and more complex projects. Today, there are seven of us doing sales, estimating and project management with an average of 30 installers and a five-man warehouse, clean up and deliver crew. Throughout our years of growth, we have always exercised a high degree of integrity and honesty in our business practices. Our mission, to provide the highest quality materials and installations at a reasonable price, has served us well and given our company an excellent reputation in the industry.

We greatly appreciate the opportunity given to us in being included in the RFP for another term. I hope that our previous five year contract with you has shown our capabilities. We hope you look favorably on our proposal and give us the opportunity to continue to shine for you.

Sincerely,

Mike Simpson  
President



**REQUEST FOR PROPOSAL # R23-002**

**FLOORING, VARIOUS TYPES  
SERVICE AND MATERIALS**

**SEPTEMBER 23, 2022**



**Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



**REQUEST FOR PROPOSAL (RFP)**  
**RFP # R23-002**

**GENERAL INFORMATION FORM**

**QUESTIONS/INQUIRIES:** All questions/inquiries for information regarding this solicitation should be directed to:

Name: Kathryn M. Dicken  
Phone: (540) 831-5090  
Email: [kdicken@radford.edu](mailto:kdicken@radford.edu)

Written questions (Request for Information) to be submitted via email no later than: **OCTOBER 20, 2022 at 3:00PM** Eastern Time

**DUE DATE:** Proposals will be received until **NOVEMBER 3, 2022** up to and including 3:00 PM Eastern Time

**LATE PROPOSALS:** To be considered for selection, proposals must be received by Radford University's Procurement and Contracts Department by the due date and time identified in this solicitation document. The official time used in documenting the receipt of proposals is that time identified on the automatic time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong building on the main campus of Radford University. Proposals received in the Procurement and Contracts Department after the date and time designated are automatically deemed non-responsive and will **not** be given consideration. **The University is not responsible for delays in delivery conducted by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure their proposal reaches the Procurement and Contracts Department at Radford University by the designated date and time.**

**ADDRESS:** Proposals should be mailed or hand delivered to:

Radford University, Procurement and Contracts Department  
P. O. Box 6885 (if via mail)  
David E. Armstrong Complex, 501 Stockton St. (if via courier)  
Radford, VA 24142-6885.

Identify the envelope package as instructed in **Section 9.F. of this Request for Proposals.**

**PRE-PROPOSAL CONFERENCE:** A Pre-Proposal Conference will be held on OCTOBER 6, 2022 at 11:00AM. The Pre-Proposal Conference will be conducted in a hybrid in-person/Zoom setting. Those who wish to attend in person may. Those who wish to attend via Zoom can access the meeting through the invitation information contained in Section 13 below. See Section 13 for additional information.

**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 vendor to check the website at [www.radford.edu](http://www.radford.edu) for said notifications. If the University is closed on the day proposals are due, proposals will be accepted same time the next scheduled business day the University is open. If the University is closed on the day of a scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

**TYPE OF BUSINESS: (Please check all applicable classifications).** In order to qualify for assigned Small, Women and Minority (SWaM) points your business must be certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your assigned SBSD certification number. For assistance with SWaM certification, visit the SBSD website at <https://www.sbsd.virginia.gov/>.

\_\_\_\_\_ **Large**

x \_\_\_\_\_ **Small business** – A business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average



annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

**Women-owned business** – A business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**Minority-owned business** – A business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal inclusive of all addenda, if applicable, and as mutually agreed upon by subsequent negotiation.

<b>FULL LEGAL NAME (PRINT)</b> (Company name as it appears with your Federal Taxpayer Number) Ceiling& Floor Shop, Inc.		<b>FEDERAL TAXPAYER NUMBER (ID#)</b> [REDACTED]	
<b>BUSINESS NAME /DBA NAME/TA NAME</b> (If different than the Full Legal Name) The Ceiling & Floor Shop, Inc.		<b>BILLING NAME</b> (Company name as it appears on your invoice) The Ceiling & Floor Shop, Inc.	
<b>PURCHASE ORDER ADDRESS</b> The Ceiling & Floor Shop, Inc.		<b>PAYMENT ADDRESS</b> 105 Keystone Place Charlottesville VA 22902	
<b>CONTACT NAME/TITLE (PRINT)</b> Michael Simpson/ President		<b>EMAIL ADDRESS</b> msimpson@ceilingandfloor.com	
<b>TELEPHONE NUMBER</b> 434 971-9999 ext 106	<b>TOLL FREE TELEPHONE NUMBER</b>	<b>FAX NUMBER</b> 434 977-0845	<b>EVA VENDOR ID NUMBER</b> E11781 <b>VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER</b> [REDACTED]

I acknowledge that I have received the following addenda posted for this solicitation.

1 ☒ 2 ☒ 3 \_\_\_\_\_ 4 \_\_\_\_\_ 5 \_\_\_\_\_ 6 \_\_\_\_\_ (Please check all that apply.)

SIGNATURE: \_\_\_\_\_



DATE: \_\_\_\_\_

10-27-22



1. **PURPOSE:**

The intent and purpose of this Request for Proposal (RFP) is to establish a contract, with one or more qualified contractors, through competitive negotiations for Flooring, Various Types (Service and Materials) for Radford University located at 801 East Main Street, Radford, Virginia 24142, an agency of the Commonwealth of Virginia.

2. **SMALL, WOMEN-OWNED AND MINORITY OWNED - SWaM BUSINESS PARTICIPATION:**

The mission of Radford University is to ensure strategic business development practices are in place to promote Small, Women-Owned and Minority-Owned (SWaM) businesses to the maximum extent. Radford University encourages prime suppliers, Contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

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

3. **CONTRACT PERIOD:**

The initial term of this contract is for one year, or as negotiated. There will be an option for four (4) one-year renewals, or as mutually negotiated.

4. **BACKGROUND**

**A. Radford University Background:**

Radford University is a comprehensive public university of 8,998 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 211-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. With over 300 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for more than 1,100 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach, and service.

**B. Specific Background:**

Radford University currently procures flooring materials and services on an as needed basis in support of Facilities Maintenance and Operations. The University is seeking to obtain one or more pre-qualified, properly licensed flooring vendors to provide materials and services for maintenance, repair and renovation projects. The estimated annual spend in flooring of various types for Radford University is approximately \$200,000.

**C. Categories of Flooring:**

Flooring categories listed below are being provided to demonstrate flooring types currently being used ; however, it is not all-inclusive. Proposals should address all flooring types currently provided by the Offeror.

- Carpet
- Tile
- Hardwood
- Laminate
- Terrazzo
- Epoxy
- Others not listed

5. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCURMENT SYSTEM:** The eVA internet electronic procurement solution streamlines and automates government purchasing activities within the



Commonwealth of Virginia. Radford University, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are therefore requesting that your firm register as a **self-registered** vendor in the eVA system.

There are transaction fees involved with the use of eVA. These fees must be considered within the provision of quotes, bids, and price proposals offered to Radford University. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <https://eva.virginia.gov/register-now.html> and register with eVA. This process needs to be completed before Radford University can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at <http://www.eva.virginia.gov>, or call eVA Customer Care at 866-289-7367 or 804-371-2525. Email [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov)

6. **CONTRACT PARTICIPATION-COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES**

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 (see <https://vascupp.org/rules.pdf>), 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 institution's affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Radford University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. 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 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.

Refer to **Attachment C**, Zone Map, if the Offeror wishes to submit a separate pricing structure based on approved zones for cooperative institutions. All VASCUPP institutions of higher education are identified. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

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

7. **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 Procurement Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator is the Director of Facilities Maintenance and Operations.

8. **DEFINITIONS:** Intentionally left blank.

9. **STATEMENT OF NEEDS:**

It is the University's intent to enter into multiple contracts for flooring of various types as outlined in this RFP. The RFP identifies samples of flooring currently being procured, reference Section 4.D; however, proposals should address all types of flooring provided by the Offeror, by category.

Depending on the flooring needs of each project, selected Contractor(s) will be requested to provide flooring materials and/or services based on specific individual job requirements. Details shall be negotiated for each individual project and included in the Contractor's Cost Proposal which shall be incorporated into each Purchase Order issued by the University.

**A. General Requirements:**

1. Have the ability to provide all labor, inclusive of supervision, materials, tools, and equipment, as well as other incidentals required and/or implied to perform the requirements specified in the RFP document.
2. Have the capability and capacity to provide the following:
  - a. Installation inclusive of Materials
  - b. Installation with University providing Materials
  - c. Provide dust containment as needed
  - d. Repair Work
  - e. Materials only
  - f. Removal and debris disposal services on a daily basis during the project unless other arrangements have been made by the University
  - g. Final cleanup of work area after completion of installation which is inclusive of removal of tools and other contractor owned equipment.
  - h. Ensure protection of all existing work surface areas, equipment, fixtures, etc. in the designated project areas.
  - i. Conduct site visits prior to quoting a job or project
  - j. Provide site project managers
  - k. Provide job drawing/sketches when requested by the University
  - l. Capacity to accommodate various work hours based on University requirements
  - m. Ability to use e-commerce (e.g., eVA) to receive purchase orders from the University.
  - n. Other areas, based on project requirements, as identified by the University

**B. Purchase Order Requirements:** Contractor must have an executed purchase order **prior** to project work beginning at the University.

**C. Personnel Qualifications:** Contract personnel used for the performance of this work shall be properly trained and qualified for work of this type. Personnel shall have the minimum ability and experience for their classification. All personnel shall comply with the rules and regulations of the University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the contractor is objectionable to the University that employee shall be removed by the contractor from the University grounds and shall not again be employed by the contractor on University grounds until approved by the University. The University has the right to refuse to accept services from any personnel deemed to be unqualified, disorderly, or otherwise unable to perform assigned work.

**D. Quality of Workmanship:** All work shall be top commercial quality work performed according to the standards of the industry, and to the completed satisfaction of the University. All work shall be completed as defined in the agreed upon Cost Proposal as well as the terms and conditions of the contract.



**E. Contractor Responsibilities:**

1. Contractor should have the ability and resources to provide floor samples of various types as well as color charts, etc. Please provide a detailed approach regarding what resources you have (e.g. websites, brochures, books, sample flooring, colors, etc.) to the University.
2. Provide supervision for all services provided under the contract. Supervision shall be performed by qualified technicians who have the demonstrated and work experience to oversee the work described in this RFP document. Supervisors must be directly employed by the Contractor. Evidence of qualifications, such as certifications of training from manufacturers may be requested by the University.
3. Contractor should have at a minimum, one supervisor at the job site designated as the supervisor or lead. That individual shall be deemed the liaison between the Contractor and the assigned University Project Manager. To ensure a streamline communication network is available, the Contractor's lead point of contact must speak and communicate in English.
4. The Contractor must maintain required levels of staffing on the project at all times to ensure the agreed upon completion date is met. If subcontractors are used to perform any aspect of the project the Contractor remains completely responsible for all work and supervision, as well as directing all work under the contract.
5. The Contractor shall keep the University Project Manager updated throughout the project as well as upon project completion in order to schedule final project inspections. Noted project deficiencies should be corrected within (48) forty-eight hours of University notification or sooner. The University reserves the right to withhold payment until documented deficiencies are corrected.
6. Access to University buildings with motor vehicles is extremely limited. The Contractor is required to coordinate campus and building access with the University Facilities Management Department. Contractor shall be prepared to transport supplies and equipment from the designated parking area to the job site by means other than motor vehicles, if required. Contractor must also obtain a Contractor's Parking Pass from Parking Services, located in Heth Hall.
7. Contractor is required to perform all installation work per manufacturer recommendations as well as provide the University a copy of required maintenance/cleaning instructions. If requested by the University, training regarding maintenance/cleaning should be provided.
8. Contractor will be required to prep floor surfaces based on the needs of the University. This could also include removal of existing flooring, base, reducer, transition strips, where applicable, etc.
9. Contractor's floor prep materials and products shall comply with OSHA Standards and the Virginia Uniform Statewide Building Codes.
10. Upon request of the University the Contractor will have the capability to move or remove existing furnishings in rooms requiring floor treatments.
11. Contractor should have staff available on site that are knowledgeable of asbestos awareness. (Reference Attachment A, Special Terms and Conditions, Section 3)

**F. University Responsibilities:**

1. Remove existing furnishings in rooms requiring floor treatments, if mutually agreed.
2. Provide temporary facilities (e.g., electricity, water, etc.) if applicable.
3. Provide access to building/rooms.



4. Provide temporary Turf Passes for unloading and loading materials
5. Provide keys if applicable.
6. Perform floor prep if the University Project Manager has agreed to as part of the Cost Proposal.
7. Other responsibilities as required by the University so noted in the Cost Proposal.

10. **SPECIFIC REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that Radford University may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

- A. **Complete and Sign:** The return of the completed RFP inside cover sheet, with addenda acknowledged, if any. This document should be filled out and signed at the bottom (see Page 3).
- B. **Experience and Qualifications:** Please provide the following deliverables within the body of your proposal:
  1. Experience of the firm in providing services described herein.
  2. Names, qualifications and experience of personnel to be assigned to the project, including an organization chart, individual qualifications and duties, etc.
  3. Resumes of key employees to be assigned to the project
- C. **Financial Proposal:**
  1. Describe the fees that will be charged for the goods and services proposed in this RFP. Ensure that fees are provided for all Goods and Services.
  2. Describe how the University will benefit from cost savings by accepting the firm's proposal.
  3. Discounts may be provided as category discounts, line item discounts, or both.
  4. Include any volume discounts, incentives, or rebates in your offering.
  5. University Department users may request increased discounts or negotiate further value-added goods and services at any time. Selected Firm(s) may increase the minimum discount percentage at any time, either permanently or on a transaction only basis; any decrease to a minimum discount percentage requires written approval of Radford University.
  6. **COST PROPOSAL:** A cost proposal template is being provided with this solicitation (See Attachment E). It is not mandatory to use the template. However, it does include all the items the University is requesting for fair and accurate comparisons between vendors. Pricing documents should include the following information (as applicable):
    - a. Item Description
    - b. Manufacturer Name
    - c. Manufacturer Number
    - d. Vendor Product Category and/or Code
    - e. Category Discount Structure
    - f. Unit of Measure
    - g. List Price
    - h. Net Price
    - i. Volume Discount
    - j. Hourly Rates for all installation services provided. Provide the job classification (supervisor, laborer, lead worker, etc.) and the hourly rate for all relevant positions. Be sure to indicate if these rates are different for any of the Zones specified in the zone map (Attachment C).\*

\* **The rates provided must be "fully burdened" to include any ancillary expenses associated with project performance. Transportation, travel time, soft costs, as well as other expenses, will not be paid for separately. This must be an inclusive hourly labor rate.**

- D. **References:** Provide four (4) references, either educational (preferred) or governmental, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address, and the name and phone number of the individual Radford University has your permission to contact.



- E. **\*Participation of Small, Women-owned and Minority-owned business (SWaM) Business:** If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSBD website at <http://www.sbsd.virginia.gov>.
- F. **Identification on Proposal Envelope:** The signed proposal should be returned to the University to the attention of the identified Procurement Officer in a sealed envelope or package with the following identifying information on the outside of the sealed envelope/package.

**FROM:**

<b>Name of Offeror:</b> The Ceiling & Floor Shop, Inc.	<b>RFP#:</b> R23-002
<b>Address:</b> 105 Keystone Place	<b>Due date:</b> November 03, 2022
	<b>RFP Title:</b> Flooring, Various Types
<b>City, State, Zip Code:</b> Charlottesville VA 22902	
	<b>Procurement Officer:</b> Kathryn M. Dicken
	Class A
<b>DPOR LICENSE #:</b> 2701020481	<b>LICENSE CLASS:</b> XA B C

If the signed proposal is not contained in a sealed envelope or package, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other offers should be placed in the envelope

## 11. SELECTION CRITERIA AND AWARD

- A. **Selection Criteria:** Proposals will be evaluated by Radford University using the following weighted evaluation criteria.

	<b>Evaluation Criteria</b>	<b>Percentage of Points</b>
1	Qualifications and experience of Offeror in providing the goods/services.	30%
2	Quality of products/services offered and suitability for the intended purposes.	20%
3	Specific plans or methodology to be used to provide the products/services.	20%
4	Financial (Cost)	20%
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	<b>TOTAL</b>	<b>100%</b>

B. **Award to Multiple Offerors:**

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected Radford University shall select the Offerors which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Radford University reserves the right to make multiple awards as a result of this



solicitation. Radford University may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should Radford University determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. See **Attachment B** for sample contract form.

12. **PROPOSAL PREPARATION AND SUBMISSION:**

**A. GENERAL INSTRUCTIONS:**

1. **RFP Responses:** In order to be considered for selection, Offerors shall submit a complete response to this RFP to include.
  - a. **One (1) original paper copy of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with section 12.A.1.c below.
  - b. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** delivered or mailed along with the hard copy above. Any proprietary information should be clearly marked in accordance with 12.A.1.c below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire document **INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.** This electronic copy must include "Redacted Copy" in the name and must be clearly identifiable from the original, non-redacted copy.
  - d. Response shall be submitted to:

Radford University  
**Procurement and Contracts Department**  
**Attn: Kathryn M. Dicken**  
P.O. Box 6885  
David E. Armstrong Complex  
501 Stockton Street  
Radford, VA 24142-6885

**B. PROPOSAL PREPARATION:**

- a. **Sign and Complete:** Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Radford University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Radford University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. **Concise & Clear:** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. **Organization:** Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the attachment, paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the



RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.

- d. **Word Usage:** As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “must” and “shall” identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- e. **Binding:** The original proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. **Ownership:** Ownership of all data, materials and documentation originated and prepared for Radford University pursuant to the RFP shall belong exclusively to Radford University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia of Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in the rejection of the proposal.
- g. **Legal Agreement:** Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the University.

- C. **ORAL PRESENTATIONS:** Offerors who submit a proposal in response to this RFP may be invited to give an oral presentation of their proposal to Radford University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but in no way will change the original proposal. The University will schedule the time and location of these presentations. Oral presentations may be conducted at the option of Radford University; therefore, proposals should be complete.

### 13. **OPTIONAL PRE-PROPOSAL CONFERENCE**

- A. An optional Pre-Proposal Conference will be conducted in a hybrid in-person/Zoom setting. Those who wish to attend in person may. Those who wish to attend via Zoom can access the meeting through the invitation information below. The Pre-Proposal Conference is scheduled for OCTOBER 6, 2022 at 11:00AM.

#### IN PERSON ATTENDANCE:

For those who wish to attend in person, you may do so by coming to the Armstrong Complex, Conference Room #186. The street address is 501 Stockton Street, Radford, VA 24142.

#### ZOOM ATTENDANCE (Registration is required):

You are invited to a Zoom meeting.

When: Oct 6, 2022 11:00 AM Eastern Time (US and Canada)



Register in advance for this meeting:

<https://radford.zoom.us/joining/register/tJ0vduqsrlsHNwTX-TCsUu6Rmh18CrA7QyN>

*After registering, you will receive a confirmation email containing information about joining the meeting. Please allow a few extra minutes prior to the Pre-Bid Conference to complete registration and to obtain the link to the meeting via email.*

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. It is recommended you have a copy of the solicitation readily available to review during the conference.

- B. The purpose of the pre-proposal conference is to allow potential Offerors an opportunity to present questions and requests for clarification, with final responses provided in an RFP Addendum that will be published on eVA - Virginia's eProcurement Portal. The Addendum will include any updates to the RFP, including changes as well as responses to questions presented.

14. **INVOICES and PAYMENT:** Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email to [acctspayable@radford.edu](mailto:acctspayable@radford.edu). Invoices shall be identified with the assigned contract number. Invoices shall identify contract pricing for all good/services payment is being requested. If submitting invoices by mail use the following address. **Email is the preferred method of invoice receipt.**

**RADFORD UNIVERSITY  
ACCOUNTS PAYABLE  
POST OFFICE BOX 6906  
RADFORD, VA 24142-6906**

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 Pay Act.

15. **ADDENDUM:** Any **ADDENDUM** issued for this solicitation may be accessed on Virginia Business Opportunities by going to [www.eva.virginia.gov](http://www.eva.virginia.gov). Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
16. **COMMUNICATIONS:** Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement and Contracts Department at Radford University rejects all proposals. Formal communications will be directed to the Procurement Officer listed on this solicitation. Reference General Information – Questions/Inquiries. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
17. **TERMS AND CONDITIONS:** This solicitation and any resulting contract/purchase order shall be governed by the attached General, Additional and Special Terms and Conditions. See **Attachment A**.
18. **ATTACHMENTS:**

Attachment A – Terms and Conditions (General, Additional & Special)  
Attachment B – Sample of Standard Contract Form  
Attachment C – Zone Map for Cooperative Contracts  
Attachment D – Vendor Data Sheet (References)  
Attachment E – Cost Proposal Template



TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS:

See: GENERAL TERMS AND CONDITIONS.pdf

ADDITIONAL TERMS AND CONDITIONS:

1. **ADDITIONAL GOOD AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, 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 newly introduced during the term of the contract.
2. **AUDIT:** The Contractor hereby agrees to 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. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.
3. **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 contract.
4. **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 for 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 Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package and identified as indicated in the Request for Proposal, Specific Requirements, Section 10.F. (above).

The envelope should be addressed to:

RADFORD UNIVERSITY  
Procurement and Contracts Department  
P.O. Box 6885  
501 Stockton Street  
Radford, Virginia 24142

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.



7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

**If to the Contractor:** Address Shown on the RFP Cover Page  
**Attention:** Name of Person Signing RFP

**If to Radford University:**

RADFORD UNIVERSITY  
Procurement and Contracts Department  
Attn: Kathryn Dicken  
P.O. Box 6885  
501 Stockton Street  
Radford, Virginia 24142

8. **PUBLIC POSTING:** 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 and mutually negotiated, as proprietary information will not be made public.
9. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

## **SPECIAL TERMS AND CONDITIONS**

1. **ACCEPTANCE PERIOD:** Any Proposal received in response to this solicitation shall be valid for SIXTY (60) days. At the end of the SIXTY (60) days the Proposal may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, 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 the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.
3. **ASBESTOS:** Whenever and wherever during the course of performing any work under this Contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall inform all employees that the suspect material is not to be disturbed, and shall vacate and secure the area until an identification has been made if suspect debris is present. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
4. **COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue until either a Contractor has been selected or the University Procurement and Contracts Department rejects all proposals. Formal communications shall be directed to the University Procurement and Contracts Department. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.



**5. CONTINUITY OF SERVICES:**

- A. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon Contract expiration, a successor, either the University or another Contractor, may continue them. The Contractor agrees:
1. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
  2. To make all University owned facilities, equipment and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
  3. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- B. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
- C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

6. **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 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 (Board) 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 Offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the Offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the Contractor does less than \$150,000 in business in a 12-month period, the Offeror is required to be licensed as a "CLASS C CONTRACTOR." The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The Offeror shall place on the outside of the envelope containing the proposal, and shall place in the proposal over the authorized 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 Offeror shall fail to provide this information on the proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, Offeror shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and the proposal will not be considered.

If an Offeror shall fail to obtain the required license prior to submission of the proposal, said proposal shall not be considered.

7. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor's 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 there is clear title to all materials and supplies for which Contractor invoices for payment.
8. **DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. Radford University will not assume any responsibility for receiving these shipments. Contractor shall check with Radford University and make necessary arrangements for security and storage space in the building during installation.



9. **EXTRA CHARGES NOT ALLOWED:** Any quoted prices shall be for complete delivery or installation, ready for Radford University use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
10. **INSURANCE:** By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages 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 §§2.2-4332 and 65.2-800 et seq of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- ☒ Worker's Compensation - Statutory requirements and benefits.
- ☒ Employers Liability - \$100,000.00
- ☒ Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.
- ☒ Automobile Liability - \$1,000,000 combined single limit.
- ☒ Builders Risk – For all renovation and new construction projects under \$100,000 Radford University will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the Contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the Contract and name Radford University as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

The Contractor agrees to be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the Contract, including but not limited to claims under the Worker's Compensation Act. The Contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the Contract.

11. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
12. **PRODUCT SUBSTITUTION:** During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product identified in the solicitation without the prior written consent of the Procurement Officer whose name appears on the front of this solicitation, or their designee.
13. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University for a period of FOUR (4) one-year periods, only under the terms and conditions of the original Contract except as stated in A, B, C, & D below. Price increases may be negotiated only at the time of renewal. Written notice of Radford University's intention to renew shall be given (approximately 90 day) prior to the expiration date of each Contract period.

**FOR LABOR ONLY:**

- A. If Radford University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional year shall not exceed the contract prices of the original Contract increased/decreased by no more than the percentage increase/ decrease of the "Services" category of the CPI section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.



- B. If during the first one-year renewal Radford University elects to exercise the option to renew the Contract for the second additional one-year period, the Contract price(s) for the second additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the "Services" category of the CPI section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- C. If during the second one-year renewal Radford University elects to exercise the option to renew the Contract for the third additional one-year period, the Contract price(s) for the third additional one-year period shall not exceed the contract price(s) of the second one-year CPI renewal period increased/decreased by no more than the percentage increase/decrease of the "Services" category of the section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- D. If during the third one-year renewal Radford University elects to exercise the option to renew the Contract for the fourth additional one-year period, the Contract price(s) for the fourth additional one-year period shall not exceed the contract price(s) of the third one-year renewal period increased/decreased by no more than the percentage increase/decrease of the "Services" category of the CPI section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**\*Note: Follow these directions to locate the most recent percentage of increase/decrease:**

Steps	Directions
Go to: <a href="http://www.bls.gov/cpi">www.bls.gov/cpi</a>	Bureau of Labor Statistics website
Under "Browse CPI" go to:	CPI Databases
Under "Database Name" go to:	All Urban Consumers (Current Series) Consumer Price Index – CPI-U
Under "One Screen-Green Icon" go to:	One Screen Data Search
Under Item #1 Selection Area	Click on "On Screen-Data Search"
Under Item #2 Select One or More Items Use the "US City Average"	Whatever you referred to in the renewal clause must be selected here (i.e., other services, services, etc.).
Under Item #3 Seasonably or Not Seasonably	Always select not seasonally adjusted. *Note: Seasonally adjusted figures are for (5) years. Not Seasonally adjusted figures are for (1) year.
Select	GET DATA
A table will populate.	Click "MORE FORMATTING OPTIONS"
A table will populate.	Use the most recent figure available.

**Materials - % of Discount from List – contract discounts will be reviewed at time of renewal.**

14. **SAFETY:** The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The Contractor shall take steps as necessary to protect the safety and health of University employees, students, and visitors during the performance of their work. In addition, the Contractor must also provide the University with a written safety program that it intends to follow in pursuing work under this contract. No work under this Contract will be permitted until the university is assured that the Contractor has an adequate safety program in effect.

**15. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

- A. It is the goal of the Commonwealth that 50% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offers are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Businesses, a Women-



Owned Business or a Minority-Owned Businesses unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If a small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, minority-owned), and type of product/service provided. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.**

B. Each prime contractor who wins an award in which the provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number of FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include but not be limited to, termination for default.

C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.**

16. **SPECIAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special promotional sale prices or discounts immediately to Radford University during the term of the Contract. Such notice shall also advise the duration of the specific sale or discount price.

17. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Radford University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Radford University 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 his subcontractor(s) and shall assure compliance with all requirements of the Contract.

18. **USE OF RECYCLED MATERIALS:** Notwithstanding the prohibition against used, damaged or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare of safety requirements or product specifications contained herein. Please provide the following information in this regard:

A. Do any of the goods offered contain recycled materials? \_\_\_\_\_ Yes ☒ No

B. If so, please qualify the recycled material content: \_\_\_\_\_

19. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided, once an award is announced, all proposals/bids submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom

of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

20. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies 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 supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Radford University by any other term of this solicitation. A copy of this warranty must be furnished with the Proposal.
21. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.



Attachment B

SAMPLE CONTRACT FORM

Standard Contract form for reference only  
Offerors do not need to fill in this form.



STANDARD CONTRACT

Contract Number: RUxxxxx

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

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide \_\_\_\_\_ to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From \_\_\_\_\_ through \_\_\_\_\_ with \_\_\_\_\_ (number of years) year renewal options or as negotiated, to include all contractual provisions contained herein.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract. Document;

Radford University's Request for Proposal (RFP) Rxx-xxx dated \_\_\_\_\_, Addendum xxx dated \_\_\_\_\_  
(list all addendums in this format).

Contractor's Proposal signed and dated \_\_\_\_\_

Negotiation Summation: (List each document by title and execution date)

5. **COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents. (\*Note: If advantageous you can list compensation here.)

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

**CONTRACTOR:**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RADFORD UNIVERSITY**

Print Name: \_\_\_\_\_

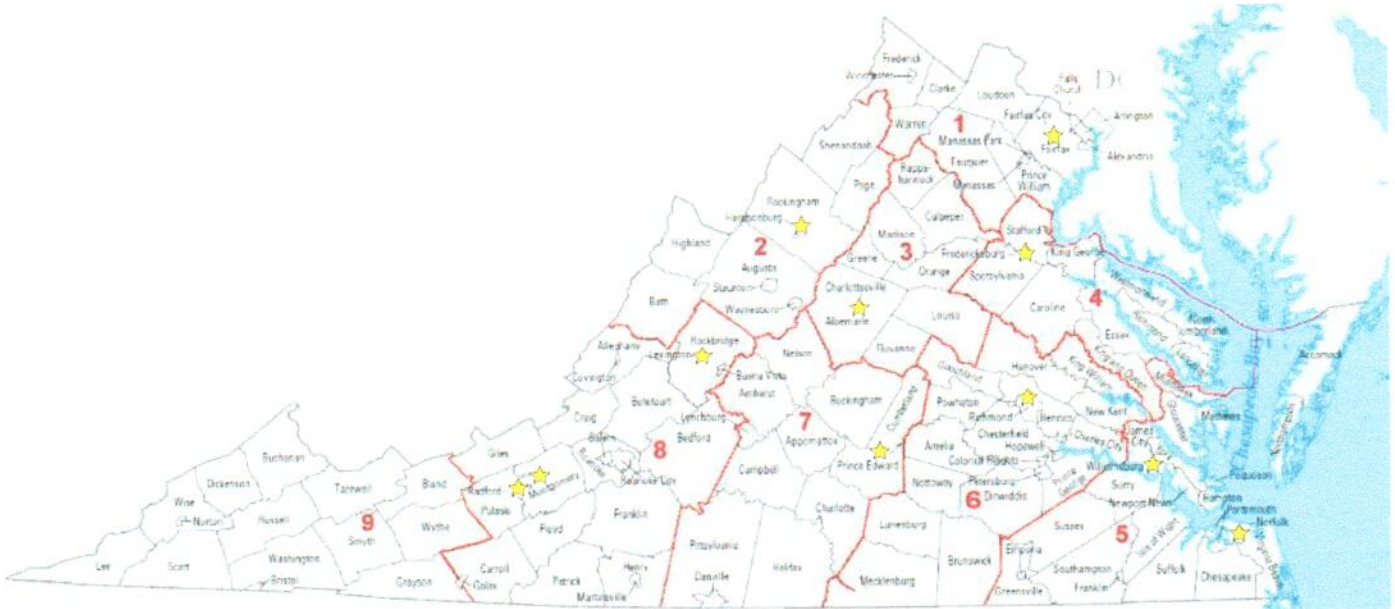
Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment C

### Zone Map



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

### List of member institutions by zones

#### Zone 1

George Mason University  
(Fairfax)

#### Zone 2

James Madison University (Harrisonburg)

#### Zone 3

University of Virginia  
(Charlottesville)

#### Zone 4

University of Mary Washington  
(Fredericksburg)

#### Zone 5

Christopher Newport University (Hampton)  
College of William and Mary (Williamsburg)  
Old Dominion University (Norfolk)  
Norfolk State University (Norfolk)

#### Zone 6

Virginia Commonwealth  
University (Richmond)

#### Zone 7

Longwood University (Farmville)

#### Zone 8

Virginia Military Institute (Lexington)  
Virginia Tech (Blacksburg)  
Radford University (Radford)

#### Zone 9

The zone map is provided for the Offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.



ATTACHEMENT D – VENDOR MUST COMPLETE & RETURN WITH PROPOSAL

VENDOR DATA SHEET

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

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

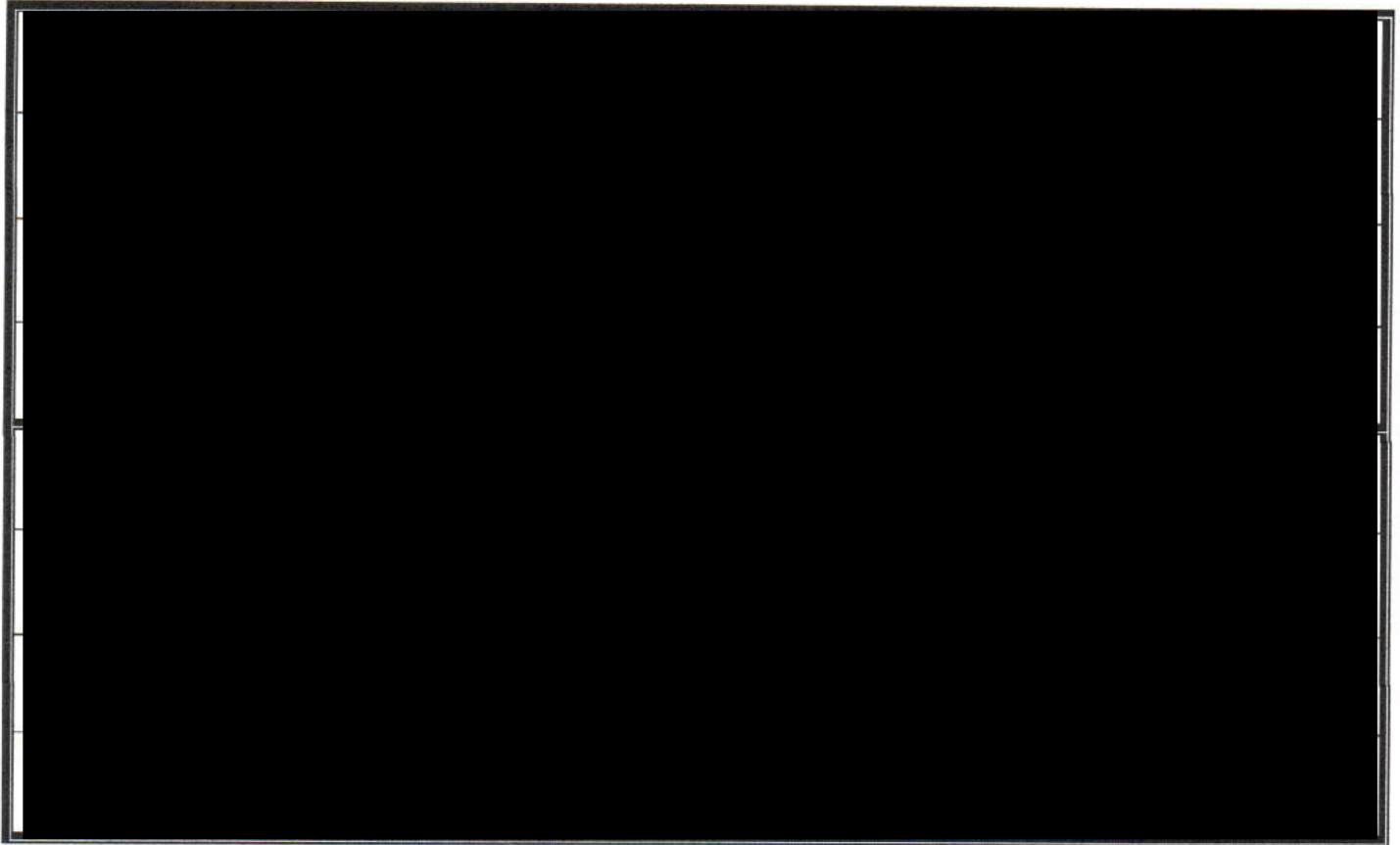
**Vendor's Primary Contact:**

**NAME:** Michael Simpson/ President **PHONE:** 434 971-9999 ext 106

**Year's in Business:** Indicate the length of time you have been in business providing this type of good or service: **YEARS:**  
**MONTHS:** 44 years 7 months

**References:** Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact.

VENDOR DATA SHEET CONT'D



I certify the accuracy of this information.

Signed: 

Printed Name: Michael Simpson

Title: President

Date: October 19, 2022



## ATTACHMENT E - COST PROPOSAL TEMPLATE

### COST PROPOSAL FOR R23-002 - FLOORING, VARIOUS TYPES

SUBMITTED BY:

(Company Name)

LABOR RATES:					
Job Title:	Regular	Overtime	Weekends	Holidays	
Project Manager					
Lead Installer					
Installer					
Laborer					
Other:					
Other:					
Other:					
Other:					

Blanket Discount for all products offered:		%
Other:		%
Other:		%
Other:		%
Other:		%
Other:		%

[illegible]

Please feel free to attach additional sheets as necessary

## REQUEST FOR INFORMATION

(Use separate Form for each question submitted.)

Date: \_\_\_\_\_

Solicitation Title: Flooring, Various Types

Solicitation No.: R23-002

The following question concerns Section (number) \_\_\_\_\_, page \_\_\_\_\_, paragraph \_\_\_\_\_ of the Request for Proposals:

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All responses to questions will be made by Addendum.

Question submitted by: \_\_\_\_\_  
Name Organization

Bidders shall submit form to: Kathryn Dicken, VCCO Radford University  
Name Organization

Email address: kdicken@radford.edu

Deadline for submission is OCTOBER 20, 2022 at 3:00 P.M.



Addendum Number 1

Date:

Reference Request For Proposal Number:	R23-002
Commodity:	Flooring, Various Types – Service & Materials
Dated	October 10, 2022
For Delivery To:	Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142
Proposal Due Date/Time:	November 3, 2022 by 3PM EST

Attachments:

1. Attached hereto are the Pre-Proposal attendance registration and sign-in sheet.

Clarification Questions:

1. **Question:** We are on the VASCUPP contract from before. If we don't get picked to be one of the Radford Contracts, would we still be on the VASCUPP contract?  
**Radford Response:** No. All of our contracts expire in December 2022 and January 2023. Any existing vendor not selected to move forward with award, would have those contracts expire.
2. **Question:** Is there another avenue to get back onto VASCUPP if that happens?  
**Radford Response:** Another VASCUPP university would have to solicit the same services.
3. **Question:** In the Zōne map, if you have services, can you offer different services by Zone? For example, if you wanted to offer services in Zone 6 that you could not offer in other zones, is that allowable?  
**Radford Response:** Yes. For further clarification, Radford University is located in Zone 8. It is advisable that Zone 8 be included in the proposal since Radford is hosting this solicitation. However, it is not required.

End of Addendum.

Kathryn ("Kate") M. Dicken, VCCO  
Phone: (540) 831-5090  
Email: [kdicken@radford.edu](mailto:kdicken@radford.edu)

Pre-Proposal Conference Sign In Sheet  
 Flooring, Various Types  
 RFP#: R23-002

Pre-Proposal Conference  
 October 6, 2022 @ 11:00 AM

NAME	COMPANY	EMAIL	PHONE
Kathryn M. Dicken, VCCO Senior Procurement Officer	Procurement & Contracts	kdicken@radford.edu	(540) 831-5090
Fallon Kreye Procurement Specialist	Procurement & Contracts	fkreye@radford.edu	540-831-5598
Jennifer Hendrix Asst Dir, Fin Budget & Finance	Facilities	jhendrix7@radford.edu	831-6491
Michael Clark Roofing/Mason/Flooring Foreman Tim Cundiff	Facilities	dclark7@radford.edu	540-762-0623
Asst. Dir. Facilities	RM	twcundiff@radford.edu	540 835 2540



# Registrants for 'Flooring RFP Pre-Proposal Conference'

Search by name or email

Search

<input type="checkbox"/> Registrants	Email Address	Registration Date	
<input type="checkbox"/> Matt Poland	matt@whittcarpet1.com	Oct 6, 2022 10:24 AM	<a href="#">Copy</a>
<input type="checkbox"/> Charles Whitt	charles@whittcarpet1.com	Oct 6, 2022 08:47 AM	<a href="#">Copy</a>
<input type="checkbox"/> Steve Kirk	steve.kirk@cavcarpets.com	Oct 6, 2022 08:13 AM	<a href="#">Copy</a>
<input type="checkbox"/> Lisa Doyle	Lisa@wccarpenter.com	Oct 4, 2022 11:41 AM	<a href="#">Copy</a>
<input type="checkbox"/> Emily Kiser	emily@whittcarpet1.com	Sep 27, 2022 04:01 PM	<a href="#">Copy</a>

Cancel Registration

**Addendum Number 2**

**Date: October 21, 2022**

<b>Reference Request For Proposal Number:</b>	<b>R23-002</b>
<b>Commodity:</b>	<b>Flooring, Various Types – Service &amp; Materials</b>
<b>Dated</b>	<b>October 21, 2022</b>
<b>For Delivery To:</b>	<b>Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142</b>
<b>Proposal Due Date/Time:</b>	<b>November 3, 2022 by 3PM EST</b>

**Attachments:**

1. Attached hereto are the Request for Information and responses thereto.

End of Addendum.

Kathryn ("Kate") M. Dicken, VCCO  
Phone: (540) 831-5090  
Email: [kdicken@radford.edu](mailto:kdicken@radford.edu)



## REQUEST FOR INFORMATION

(Use separate Form for each question submitted.)

Date: 10.18.22

Solicitation Title: Flooring, Various Types

Solicitation No.: R23-002

Attachment A

The following question concerns Section (number) 15, page 17 & 18, paragraph A,B,C of the Request for Proposals:

Can we confirm that the subcontracting plan would be only for Radford University sales and would not be required should any other zones uses this award via the VASCUPP contract participation.

RADFORD RESPONSE: Please see Section 6 (Page 5) for further details pertaining to cooperative procurement with VASCUPP institutions. All proposals should be specific to Radford University. Any entity (aside from Radford), who wishes to utilize this contract may work with the Contractor to modify the terms and conditions of this contract (to include the subcontracting plan) to accommodate specific issues, governing laws, regulations, policies, and business goals. Any such modification will apply solely between the participating entity and the Contractor. All further VASCUPP participation is voluntary.

All responses to questions will be made by Addendum.

Question submitted by:	<u>Jamie Collins</u>	<u>Tarkett USA Inc.</u>
	<u>Name</u>	<u>Organization</u>

Bidders shall submit form to:	<u>Kathryn Dicken, VCCO</u>	<u>Radford University</u>
	<u>Name</u>	<u>Organization</u>

Email address: kdicken@radford.edu

Deadline for submission is OCTOBER 20, 2022 at 3:00 P.M.

## REQUEST FOR INFORMATION

(Use separate Form for each question submitted.)

Date: 10.18.22

Solicitation Title: Flooring, Various Types

Solicitation No.: R23-002

### Attachment A

The following question concerns Section (number) \_\_\_\_\_, page 13, paragraph \_\_\_\_\_ of the Request for Proposals:

Can you provide the General Terms and Conditions that is linked has a broken URL. Can you provide a new link to the pdf.

RADFORD RESPONSE: General Terms and Conditions have been attached for review.

All responses to questions will be made by Addendum.

Question submitted by: Jamie Collins Tarkett USA Inc.  
Name Organization

Bidders shall submit form to: Kathryn Dicken, VCCO Radford University  
Name Organization

Email address: kdicken@radford.edu

Deadline for submission is OCTOBER 20, 2022 at 3:00 P.M.



GENERAL TERMS AND CONDITIONS

This solicitation and any resulting contract are subject to the provisions of the *Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendor's* and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at [www.vascupp.org](http://www.vascupp.org).

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1. **ADMINISTRATIVE APPEALS PROCEDURE:** Although Radford University is authorized to establish an administrative appeals procedure, it has chosen not to develop such procedures, but rather will rely on legal action for such determinations. (Governing Rule §55). However, Radford University reserves the right to use Alternative Dispute Resolution (ADR) for hearing appeals from decisions on disputes arising during the performance of a contract or when it is deemed to be in the best interest of the University. (Governing Rule §56).
2. **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 Governing Rules. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Governing Rule §36).

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.
3. **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.
4. **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](http://www.eva.virginia.gov)) for a minimum of ten (10) days.



5. **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.
6. **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.
7. **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.
8. **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 if 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 dispute's clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors (Governing Rule §53). 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.
9. **CONTROLLING VERSION OF SOLICITATION:** The original 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 original 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.
10. **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.



11. **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.
12. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, possession or use of any controlled substance or marijuana during the performance of the contract. (Governing Rule §11).

13. **EO/AA STATEMENT:** If this contract is a covered government contract or subcontract, contractors and subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Radford University does not discriminate against employees, students, or applicants on the basis of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, or veteran status; or otherwise discriminate against employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees, or applicants; or any other basis protected by law.
14. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids/proposals, bidders/offers 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.
15. **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 should self-register in eVA and pay applicable vendor transaction fees. Failure to register may result in the bid/proposal being rejected.
16. **E-VERIFY REQUIREMENT OF ANY CONTRACTOR:** Any contractor with more than an average of 50 employees for the previous 12-months entering into a contract in excess of \$50,000 with the University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
17. **FEDERAL GRANTS:** The following provisions apply to a contract made under a federal grant: Appendix II C.F.R. 200§§200.317-200.326.
18. **FORCE MAJEURE:** The performance of the contract by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of



COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Event, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the contract. The contract may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

19. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized illegal alien as defined in the federal Immigration Reform and Control Act of 1986.
20. **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; or 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 failure of the issuing agency to use the material, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
21. **MANDATORY USE OF RADFORD UNIVERSITY'S FORM AND TERMS AND CONDITIONS:** Failure to submit a response on Radford University's 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 response.
22. **NONDISCRIMINATION OF CONTRACTORS:** A bidder/offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of the objection, access to equivalent goods, services, or disbursements from an alternative provider.
23. **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, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. 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.

24. **PRECEDENCE OF TERMS:** The following paragraphs of these General Terms and Conditions shall apply in all instances: **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 Radford University's Form and Terms and Conditions, Clarification of Terms, and Payment.** 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.

25. **PRICING CURRENCY:** Unless otherwise stated in the solicitation, bidder/offeror shall state bid/offer in U.S. dollars.

26. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The University 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 University all such information and data for this purpose as may be requested. The University reserves the right to inspect bidder/offeror's physical facilities prior to award to satisfy questions regarding the bidder/offeror's capabilities. The University further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the University that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

27. **SUPREMACY CLAUSE:** Notwithstanding any provision in the bidder's/offeror's response to the contrary, the bidder/offeror agrees that the terms and conditions contained in Radford University's bid/offer prevail over contrary terms and conditions in the bidder's/offeror's response.

28. **TAXES:** Sales to the Commonwealth of Virginia and Radford University 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 appropriate University Sales and Use Tax of Exemption number is as follows: RU 10-546001789F-001; FIN 54-6001789

29. **TESTING AND INSPECTION:** The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.
30. **TRANSPORTATION AND PACKAGING:** By submitting bids/offers, all bidders/offers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest band best rate upon the actual weight of the goods to be shipped. Except as otherwise specified herein standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description and quantity. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.)
31. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offers to the specific brand, make or manufacturer name, but conveys the general style, type, character, and quality of the product desired. Any product which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring the bid as nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.)





## THE CEILING & FLOOR SHOP, INC.

105 KEYSTONE PLACE • CHARLOTTESVILLE, VIRGINIA 22902

(434) 971-9999 • FAX (434) 977-0845

E-MAIL: CFS@ceilingandfloor.com • <http://www.ceilingandfloor.com>

Radford University  
Procurement and Contracts Department  
Attn: Kathryn M. Dicken  
P. O. Box 6885  
David E. Armstrong Complex  
501 Stockton Street  
Radford, VA 24142-6885

October 26, 2022

Re: Request for Proposal #R23-002

Flooring, Various Types Services and Materials

Specific Requirements Section 10-B: Experience and Qualifications:

1. The Ceiling & Floor Shop, Inc. has been performing professional installations in flooring and acoustical ceilings since 1978. Many of our project managers and installers have been with the company for 30 to 40 years. Major projects that have been completed include, Scott Stadium, JPJ Arena, The South Lawn, Newcomb Hall renovations, Aquatic and Fitness Center and the UVa Law School, to name just a few significant contracts completed successfully.

2 /3. The primary contact person is Michael Simpson-President of the company. He is the co-founder of the company and the project manager that handles most of the UVa projects since 1978. He meets with UVa personnel at the beginning of each project, and from there performs the estimate, orders materials, schedules the work, invoices the contact and handles all final follow up requirements.

Jeanne Blake is an interior designer and project manager with a 30-year history with the company. She attended Virginia Tech studying art and design. In addition to designing many commercial and residential interiors, she has extensive knowledge of field practices and installation methods gained as a project manager.

Robert Spauls is a project manager that has performed many of the largest contracts we have completed with UVa. Rob attended UVa starting in 1970. He has been a project manager for us since 1984.

Blake Simpson is a project manager that handles commercial projects and has been with the company since 2014. He attended Mary Washington University and has a degree in economics. He has handled significant UVa projects including the Virginia Humanities contract and the Darden School Dining project.

Sasa Kalkan is our warehouse manager and has held this position for 20 years. He handles many of the material request form UV and oversees the flow of materials with a four-man crew.

Brady Bryant is our office manager handles all accounts receivable and payable and online billings.

Our extensive installation crews are well trained and exhibit a high standards of work quality and personal integrity in their interaction with our customers.

Section 10-C Financial Proposal:

1. Detailed proposals will be sent out on every request for quote we receive. Materials and labor costs will be spelled out clearly. Typically, we will show the material quantities and their corresponding costs as well as labor unit quantities with unit costs.
2. We offer a 1% discount on all contract and material sales.
3. Our prices will always be presented as a net cost that can have the 1% discount applied.
4. We are open to negotiating volume discounts upon customer requests.
5. See number 4.
6. Cost proposal: Material and labor cost are included on a separate page.

Section 10-D: References are included on pages 22 and 23 in the body of the RFQ.

Section 10-E: The Ceiling & Floor Shop, Inc. is Swam certified contactor  
Certification Number: 10446 Valid through August 8, 2027





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### **Radford Contact Frequently Used Materials and Services: For RFQ: R23-002- Specific requirements Section 10-C 6. October 26, 2022**

Carpet Tile Material Costs per SY		NET
Interface	On line	\$41.50 SY
Interface	QS Collection	\$31.50 SY
Interface	Cubic	\$36.25 SY
Interface	Urban Retreat	\$47.15 SY
Mannington QS collection Volume 1		\$23.50 SY
Mannington QS Collection Volume 2		\$26.50 SY
Mannington QS Collection Volume 3		\$28.75 SY
Mannington QS Collection Volume 4		\$30.50 SY
Mannington Entryway Walk off Tiles		\$78.00 SY
Mohawk New Basics III		\$26.10 SY
Mohawk CEO II/DoctorII/ Artist II		\$28.50 SY
Mohawk Hem GT295		\$36.25 SY
Shaw Contract Diffuse/Disperse		\$26.50 SY
Shaw Contract Arrange/ Array/Offset/Structure		\$21.50 SY
Shaw Contract Sea/Sea Edge/Sky		\$29.00 SY
Shaw Tru Colou		\$47.25 SY

**We offer extensive ceramic tile, wood flooring, carpet and vinyl flooring not listed in this proposal. Please call for a quote. Please refer to our website [www.ceilingandfloor.com](http://www.ceilingandfloor.com) for a complete list of vendor partners.**

Radford Contact Frequently Used Materials and Services:  
 For RFQ: R23-002- Specific requirements Section 10-C 6.  
 October 26, 2022  
 Page 2

<b>Luxury Vinyl Tile Materials Costs SF</b>	<b>NET</b>
Interface Studio Set Planks	\$5.75 SF
Mannington Amtico Spacia Wood and Stone 40 mil	\$6.85 SF
Mohawk Matveno Woods and Stones	\$6.75 SF
Mohawk Step Plank and Stone Vivid Step	\$2.85 SF
Shaw Contract Uncommon Ground	\$4.25 SF

**Labor Rates: NET**

Prices exclude demo of existing, furniture moving and floor prep	
Standard labor rate for carpet tile	\$7.25 SY
After hours labor rate for carpet tile	\$9.50SY
Standard rate for carpet removal	\$4.50 SY
After hours rate for carpet removal	\$6.80 SY
Minimum labor charge for one room installation	\$350.00
Standard labor rate for LVT installation	\$3.00 SF
After hours rate for LVT installation	\$4.50 SF

**Net Hourly Rates**

	<b>Lead worker</b>	<b>Labor/Helper</b>
Standard labor rate	\$88.00 hourly	\$55.00 hourly
After hours labor rate	\$130.00 hourly	\$72.00
Hourly rates apply to all categories of flooring.		

**Vinyl base: net**

Furnish and install Tarkett 4" x .080 gauge vinyl cove base.  
 \$3.25/LF

Furnish and install Tarkett 6" x .080 gauge vinyl cove base.  
 \$4.10/LF



### **Resilient Flooring with Installation NET Pricing**

Furnish and install Armstrong standard Excelon, vinyl composition tile. Prices excluded patching of substrate and removal of existing.

\$4.30/SF

Furnish and install American Biltrite Texas Granite 24" x 24" tiles.

\$10.50/SF

Furnish and install Karndean Vinyl Tile Knight Tile

\$6.50 SF

### **Flooring materials and sundry supplies:**

### **NET**

Armstrong Excelon standard vinyl composition tile

\$ 74.00/ctn

Johnsonite 4" x .080 ga. vinyl cove base 120 LF per carton

\$ 115.00/ctn

Johnsonite 6" x .080 ga. vinyl cove base

\$210.00/ctn

Roppe Rubber floor tiles 19 3/4" x 19 3/4" 991 & 994 43.04/sf/ctn

\$575.00/ctn

Roppe Rubber #360 floor tile adhesive 1 gal. container 185sf/gal.

\$ 78.00/container

Mapei Planipatch 25 lb. container

\$ 29.00/container

Mapei latex additive 1 gal container

\$ 29.00/container

Ardex Feather finish patch 10lb. bags

\$ 26.00/ container

Power Hold cove base adhesive 4 gal. container

\$ 79.00/container

Power Hold cove base adhesive 1gal. container

\$ 36.00/container

Mapei 711 floor tile adhesive 4 gal. container

\$ 74.00/container

Chapco SS-7 floor tile adhesive 1 gal. container

\$ 62.00/container

Mapei Ultraplan 1 Plus self leveling powder 50/lb bag

\$ 38.00/bag

Mapei Primer T1-gal. latex primer 1 gal container

\$ 88.00/container



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## STATEMENT OF SAFETY AND HEALTH POLICY

Employees are our companies' greatest asset. We are concerned about our employee's health and well being. Therefore, we must do all that we can to protect our employees from injuries and illnesses.

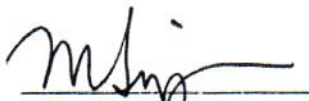
Management will provide a safe place to work. We will accomplish this by providing safe equipment, proper training, and safe methods and procedures. No job is so important that it cannot be accomplished without injury.

Efficiency depends upon the uninterrupted completion of tasks. Accidents interrupt operations. More importantly, accidents cause injury to employees. We must integrate hazard control into every operation. We will comply with every applicable standard and government regulation.

Management and employees must work together for the common goal of preventing accidents and providing a safe place to work. All employees are responsible for safety and health. Safety equipment must not be damaged, removed or abused. Employees will observe all safety rules and procedures.

Supervisors or project managers will see that all rules and procedures are observed by their crews. They are responsible for maintaining safe work conditions.

Everyone must accept an interest in the safety and health program. Together we can control hazards and prevent accidents. We require your full cooperation and help in making our company safety program successful.

  
Mike Simpson  
President



## **RESPONSIBILITIES FOR SAFETY**

### **INTRODUCTION**

It is the policy of The Ceiling & Floor Shop, Inc to establish and maintain an effective accident prevention and safety program on every jobsite.

Safety education of all workers in the recognition and avoidance of unsafe working conditions and practices shall be conducted throughout all phases of the work performed by the contractor. All practical steps shall be taken to maintain safe, healthful workplaces. Approved protective equipment shall be provided and shall be used by all persons, including subcontractors, at work locations requiring such equipment.

### **RESPONSIBILITY**

Each employee is responsible for the application and enforcement of the overall accident prevention and safety program on the project. All supervisory personnel are responsible for the prevention of accidents for work under their direction and shall be responsible for thorough accident prevention and safety training and instruction of the employees they supervise.

### **MANAGEMENT RESPONSIBILITIES**

#### **MANAGEMENT WILL:**

- 1) Provide means to accomplish policy as stated above.
- 2) Enforce this policy and discharge any employee willfully disregarding it.
- 3) Require all sub-contractors to abide by this policy.
- 4) Encourage all other prime contractors to abide by this policy and document any violations for future reference.
- 5) Conduct safety inspections.
- 6) Investigate or cause to have investigated any and all accidents and file full reports on each.
- 7) Establish procedure for treatment of injuries.
- 8) Establish and provide safety training for all personnel.

#### **EMPLOYEE WILL:**

- 1) See that entire safety program is carried out at the work level.
- 2) See that workers commit no unsafe practice.
- 3) Make sure no unsafe conditions exist in their work area.
- 4) Make sure necessary protective equipment is on hand and used.
- 5) Instruct all workers in safe procedures and job safety requirements, follow up and insist on compliance.
- 6) Discuss safety in personal contacts with workers on every operation.
- 7) See that all injuries are cared for properly and reported promptly.

- 8) Investigate all accidents, file complete reports and correct the causes immediately.
- 9) Be familiar with the laws pertaining to safety and their basic requirements.

### **SITE MANAGEMENT RESPONSIBILITIES**

It shall be noted that the management of The Ceiling & Floor Shop, Inc advocates a strong accident prevention (safety and health) program because it prevents human suffering and individual hardships to our employees and directly contributes to improvement of morale, which in turn results in better productivity and quality.

Site management must accept this same philosophy in addition to accepting total responsibility for implementation of the procedures and policies set forth within this manual.

Site management shall familiarize themselves with this manual in order to ensure adequate site implementation procedures are in place. Site management may, if the need so arises, implement site safety and health procedures and policies more stringent to provide an even safer work place.

It shall additionally be the responsibility of the site management to ensure that their positive safety and health philosophy is communicated to the workers.

### **SAFETY MEETINGS**

#### **TOOL BOX MEETINGS**

A tool box meeting is a short safety meeting conducted by the immediate supervisor and participated in by all workers.

Tool box meetings are to be held for no more than five minutes.

Each meeting will cover one subject.

When appropriate, demonstrations will be provided.

#### **GENERAL SAFETY MEETINGS**

Management shall hold safety meetings at various times during the year. These meetings will be for the primary reason to instruct employees in the safety rules and precautions associated with their jobs.



### **EMPLOYEES WILL:**

- 1) Always keep in mind that one of your primary responsibilities as an employee is to perform your duties in a safe manner.
- 2) Learn the approved safe practices that apply to your work and observe them at all times.
- 3) Ask for assistance when you are unsure of a work or safety practice.
- 4) Maintain an active interest in the Safety Program. Give you undivided attention to safety discussions which your supervisor may introduce from time to time to prepare you for new or different work. Request explanation of points which you do not understand thoroughly.
- 5) Always be alert to safety and health hazards. Whenever possible, correct or eliminate an obvious hazard yourself. Report all hazards and any corrective measures you may have taken to your supervisor.
- 6) Never bypass the function of a safety device. Report all safety device malfunctions to you supervisor as soon as possible and flag the device immediately to warn others of the hazard.
- 7) Report promptly to your supervisor any injury you sustain while at work, no matter how slight you may consider the injury to be.
- 8) Use the Supervisor's Investigation Report form to report details of an accident that did not result in personal injury or property damage, but could do so if it should occur again. Remember the goal is to prevent recurrence.
- 9) Never attempt to do a job alone when common sense and safe work practices tell you assistance is needed.
- 10) Use protective equipment provided for the work you are doing.
- 11) The work area is no place for clowning; never engage in scuffling, practical joking, or horseplay of any kind on the job. Such conduct will not be tolerated.
- 12) Be cautious in walking when weather conditions create or aggravate hazardous situations. Running on the job is prohibited.
- 13) Always plan your work and try to anticipate any hazards you might encounter.
- 14) For your protection, you are urged to observe good, safe practices off the job as well as on the job.
- 15) Not consume alcoholic beverages at least 6 hours reporting to work.
- 16) Not consume alcohol or drugs during work hours.
- 17) Not possess alcohol, illegal drugs, weapons, ammunition or chemical spray on the jobsite.
- 18) Make management aware of your use of legally prescribed drugs which may affect your job performance.

## **SAFETY RULES**

### **GENERAL**

- 1) All injuries, no matter how minor, shall be reported to your supervisor immediately.
- 2) Horseplay or scuffling is prohibited.
- 3) All unsafe acts or conditions, regardless of how minor, shall be reported to your supervisor.
- 4) Practice good housekeeping.
- 5) Hard Hats - All construction areas will be considered "Hard Hat Areas". The wearing of hard hats by ALL employees and visitors in the construction area will be strictly enforced.
- 6) Do not use any broken or defective tools or equipment. Use only proper tools or equipment for any job you do.
- 7) Inform your supervisor of any hazardous conditions which may cause injury or impede safety.
- 8) Do not attempt to lift or move heavy or cumbersome loads without adequate assistance. Learn to lift with your leg muscles and not with your back. Never twist at your waist while moving loads; turn your whole body or point your lead foot in the direction of movement. **YOUR SUPERVISOR WILL SHOW YOU HOW TO LIFT PROPERLY.**
- 9) When possible, move heavy or cumbersome loads with mechanical equipment.
- 10) All projecting nails shall be removed or bent down immediately.
- 11) Always use ladders to reach areas that cannot be reached from ground or floor level. Never use buckets, block or other unstable objects to elevate yourself.
- 12) If you do not feel the work site or area is safe, consult your supervisor immediately. Do not enter unsafe areas - use common sense.
- 13) If you are asked to complete an assignment which you are unsure how to do properly and safely, inform your supervisor immediately.
- 14) The use or possession of intoxicants or illegal drugs during working hours is forbidden. Any employee found under the influence of intoxicants or illegal drugs during working hours will be terminated immediately.
- 15) When it becomes necessary for an employee to use prescription medication during working hours, the employee must provide the supervisor with a letter from his/her physician verifying the type of medication, and that it will in no way impair the employee's ability to perform all the tasks associated with his/her job. The supervisor will compare the name of the medication referred to in the doctor's letter with the name of the medication on the employee's prescription container to ensure that both names are the same.
- 16) Employees shall not drink alcoholic beverages at least 6 hours before reporting to work.
- 17) Do not jump from any elevated surfaces to a lower level. Either turn around and climb down or use the proper ladder. Examples of elevated surfaces are:
  - Walls
  - Banks
  - Equipment
  - Vehicles
  - Windows
  - Excavations



- 18) Use the safety devices provided for your personal protection and do not tamper with or render ineffective any safety device, safeguard or personal protective equipment.
- 19) All company safety rules and applicable governmental safety rules and regulations must be obeyed. Violations of safe work rules may be cause for immediate dismissal. Disciplinary action will be taken when an employee violates a safe work rule or practice.
- 20) All employees will make themselves aware of the location of the OSHA Safety and Health Poster, Emergency Telephone Number Poster, Hazard Communication Program Poster, the location of the first aid treatment. This information will be given to you by your supervisor.
- 21) The operation of machinery, power tools or construction equipment without proper training and instruction is prohibited.

### SPECIFIC SAFETY RULES

#### Personal Protective Equipment

- 1) Hard hats will be worn at all times where there is the potential for head injury from impact.
- 2) Long pants and shirts must be worn while working at all times. Cut off pants or pants with large holes will not be allowed. Shirts provide upper body protection from scrapes, cuts and sunburn. Shirts help keep your body cool during hot weather. Tank tops or cut off shirts are prohibited. Shirt sleeves shall cover the top of your shoulders.
- 3) Eye protection will be worn when performing operations that present eye hazards. Such operations include but are not limited to: chipping concrete, cutting bricks or concrete blocks, driving nails into concrete or masonry units, mixing mortar or concrete, pouring concrete, operation powder actuated tools, operating a jackhammer, operation a bush hammer, operating a power saw or power drill, operating oxygen/acetylene torch, etc.
- 4) Protective eye and face devices shall comply with ANSI Z87.1-1968 regulations.
- 5) Hearing protectors shall be provided and shall be worn in high noise situations. Your supervisor will advise you when to wear hearing protectors. Some examples of where they shall be worn are:
  - Using noisy equipment such as jackhammers
  - In confined space while using pneumatic or high pitch tools
  - In areas where noise levels exceed 85 decibels of noise for long periods of time

- 6) Respirators which are applicable and suitable for the purpose intended will be provided and shall be worn by employees. Your supervisor will issue, train and advise you when to wear respirators.
- 7) Only ankle high, lace type, leather work boots with soles capable of avoiding puncture shall be allowed. Tennis shoes or look-like tennis shoes are not acceptable. There may be times when certain jobs require steel toe safety shoes. Your supervisor will notify you when to wear them.
- 8) Steel toe safety shoes or safety toe caps must be worn while using jackhammers or operating tamping equipment that could jump or roll onto your feet.
- 9) Gloves are to be worn when required.
- 10) Clothing shall be snug fitting to reduce the possibility of catching on projections.
- 11) Personal fall arrest equipment must be used when an employee can fall 6 or more feet to another level or while working over top of open vats or moving machinery.

#### Construction Equipment- General

- 1) The safe operation of construction equipment is expected.
- 2) The operation of any equipment without authorization from your supervisor is prohibited.
- 3) Equipment MUST NOT be operated within 10 feet of overhead high voltage power lines.
- 4) Warning signs no less than 5 x 7 inches, with yellow background and black lettering stating "WARNING UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN TEN FEET OF OVERHEAD HIGH VOLTAGE LINES" must be affixed to any mechanical equipment or hoisting equipment any part of which is capable of vertical, lateral, or swinging motion that could be operated within 10 feet of an overhead high voltage line; including but not limited to cranes, derricks, power shovels, drilling rigs, excavating equipment, etc. Decals should be installed on three sides of the equipment, plus one inside the operator's cab of the equipment in plain view of the operator.
- 5) Do not get on or off equipment while that equipment is in motion.
- 6) Do not start equipment until you are in the drivers seat.
- 7) Do not work under suspended loads.
- 8) Equipment operators shall wear seat belts while operating equipment provided with roll protective structures (ROPS).

#### Fire Extinguishers/Flammables

- 1) Fire extinguishers will be obtained prior to starting welding or open flame operations and will be kept in the area of such operations.
- 2) Know the location of fire extinguishers and how to use them. Tampering with fire extinguishers is prohibited.
- 3) Do not smoke while using or working near flammable materials. Obey all



posted signs.

- 4) Gasoline shall be stored only in approved UL safety cans which are properly labeled. No plastic containers without a pressure relief lid and flash arrestor will be allowed on job sites.
- 5) Do not bring personal gasoline containers on site that do not meet these requirements.
- 6) Do not store or use an acetylene gas cylinder laying down. It must always be upright.
- 7) Always shut down equipment and let it cool down before refueling. If necessary, use a funnel to prevent spillage.

## Scaffolds

- 1) Employees shall inspect scaffold before getting on it to work. If scaffold is found unsafe, do not mount it, report unsafe conditions to your supervisor immediately. Your supervisor will train you how to inspect scaffold.
- 2) Each platform on all working levels of scaffolds shall be fully planked or decked between the front uprights and the guardrail supports unless your supervisor determines a wider space is necessary.
- 3) Each scaffold platform and walkway shall be at least 18 inches wide unless your supervisor determines the area is too narrow, then those platforms and walkways shall be protected from fall hazards by the use of guardrails and/or personal fall arrest systems.
- 4) Scaffolds will be erected on sound rigid footings. Unstable objects, such as barrels, boxes, loose brick or concrete blocks, will not be used to support scaffolds or planks.
- 5) Employees shall not work on scaffolds over 10 feet in height that are not provided with standard guardrails (top rail, mid rail and toeboard).
- 6) Employees shall not work on scaffolds 4 feet to 10 feet in height, having a minimum horizontal dimension in either direction of less than 45 inches, that are not provided with standard guard rails.
- 7) Employees shall not work on, or pass under, a scaffold unless the scaffold has been provided with a screen between the toeboard and top rail, extending along the entire opening, consisting of No. 18 gauge 1/2 inch wire mesh.
- 8) Damaged, bent, or otherwise defective scaffold members shall not be used.
- 9) When scaffold platforms are more than 2 feet above or below a point of access, portable ladders, hook on ladders, attachable ladders, scaffold stairways/towers, ramps of another scaffold shall be used.
- 10) Employees shall not use crossbraces as a means of access to scaffold work platforms.
- 11) Regardless of footing, all tubular scaffold frames shall be set on screw-jacks or base plates.
- 12) When the front edge of scaffold platforms is more than 14 inches from the face of the work, employees will use guardrails erected along the front edge and/or use personal fall arrest system body harness and lanyard attached to lifeline or scaffold structural member (no cross-braces).
- 13) Do not use stand pipes, vents, other piping systems, electrical conduit, outrigger beams or counterweights as safe anchorage points. Structural members of buildings are safe anchorage points. Consult your supervisor for safe anchorage points when structural members of buildings cannot be used.
- 14) Scaffold planks shall extend over their end supports not less than 12 inches.
- 15) Employees shall not work on free standing manually propelled mobile scaffolds that exceed four times the scaffolds minimum base dimension.
- 16) Employees shall ensure that the wheels on manually propelled mobile scaffolds are locked.
- 17) Employees shall not work on manually propelled mobile scaffolds that are not completely decked.
- 18) Employees shall not work on tubular or mobile scaffolds that are not completely braced.
- 19) Employees will not work on tubular welded scaffold with a height to base width ratio more than 4 to 1 (4:1) including outrigger supports if used, unless the scaffold is supported from tipping over by use of guy wires, tying, bracing or equivalent means. Supports will be installed to the closest 4:1 horizontal scaffold member which supports both inner and outer legs and repeated vertically at:
  - 20 feet or less for scaffolds 3 feet wide or less
  - 26 feet or less for scaffolds greater than 3 feet wide

The top support or brace of completed scaffold shall be placed no further than 4:1 height from the top.

Supports or braces shall be installed at horizontal intervals not to exceed 30 feet (measured from one end, not both, towards the other end).

- 20) Employees will not work on scaffold covered with snow, ice, or other slippery material until such unsafe conditions are removed.
- 21) Makeshift devices, such as but not limited to, buckets, boxes and barrels, shall not be used on top of scaffold platforms to increase the working level height of employees.
- 22) Ladders shall not be used on scaffolds to increase the working level height of employees, except on large area scaffolds. Consult with your supervisor before using ladders on large area scaffold.

## Ladders



- 1) Prior to ascending or descending a straight or extension ladder, the employees shall ensure that the ladder is secured against displacement and extends at least 36 inches above the landing.
- 2) Ladders shall not be used in a horizontal position as platforms, runways, scaffolds or for other than their intended purpose.
- 3) Ladders shall not be used to support scaffold boards.
- 4) Metal ladders shall not be used where they may contact energized electrical conductors.
- 5) Ladders shall not be placed in passageways, doorways, driveways, or any location where they may be displaced by other work, unless protected by barricades or guards.
- 6) Portable ladders shall be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is about one quarter of the working length of the ladder.
- 7) The areas around the top and bottom of the ladder must be kept clear of debris, cords, welding leads and other tripping hazards.
- 8) Portable ladder feet must be placed on a firm substantial base. Do not use ladders on slippery surfaces unless secured or provided with slip-resistant feet to prevent movement.
- 9) Wood ladders must not be painted.
- 10) Do not use aluminum ladders where they could contact exposed energized electrical equipment.
- 11) Do not set a ladder on top of boxes, scaffold, or other objects which may move.
- 12) Never stand any higher than the third rung from the top of any ladder.
- 13) Always use stepladders with spreader or locking device in an open position while being used.
- 14) Never climb a ladder with an object in your hands.
- 15) Do not over reach to the side.
- 16) Do not climb a ladder with shoe soles covered with sand, oil, mud snow, etc.
- 17) Do not "jump" the ladder to a new location. Get off and move it.
- 18) Always inspect ladders before using them. Any defective ladder should be removed from service immediately until repaired or replaced. All defective ladders should be tagged "DO NOT USE" or equivalent.
- 19) While ascending or descending a ladder, always face the ladder.
- 20) Do not carry an object or load that could cause you to lose balance and fall.
- 21) Do not store tools or materials on top of step ladders.

#### Power Tools

- 1) Only employees who have been trained in the operation of the particular power tool in use will be allowed to operate such tools.
- 2) Employees will not operate equipment that has had guards removed or other safety devices made inoperative.
- 3) Employees will not remove guards from tools or equipment or make such devices inoperative.
- 4) Electrical cords with broken insulation, exposed wires, or defective ends will not be used.
- 5) Three-wire electrical cords without a ground pin will not be used.
- 6) Ungrounded electric tools will not be used. This does not apply to double insulated tools.
- 7) A ground fault circuit interrupter (GFCI) will be used ahead of extension cords used to supply current to power tools.
- 8) Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- 9) Compressed air shall not be used for cleaning purposes except where reduced to less than 30 p.s.i. and then only with effective chip guarding and personal protective equipment.
- 10) Stop all fuel powered tools while fueling, servicing, or maintaining.
- 11) Do not use fuel powered tools in enclosed spaces unless proper ventilation is maintained. Consult with your supervisor.
- 12) Powder-actuated tools shall not be used in an explosive or flammable atmosphere.
- 13) Use of abrasive wheels (bench mounted or hand held) will not be used without hood guards or safety flanges (half moon guards).
- 14) Safety goggles or full face shield or both must be worn while using bench mounted or hand held abrasive wheels.



## **FALL PROTECTION**

- 1) Where you can fall 6 or more feet to a lower level you must use guardrails, netting, scaffold or personal fall arrest equipment to provide 100 percent protection (except for steel erectors).
- 2) Body harness shall be worn well snugged around waist and legs.
- 3) Keep lanyards as short as possible. Select lanyard length based on objects below that may be struck when falling.
- 4) Do not use personal fall arrest equipment unless you have been trained and authorized to use it.
- 5) Inspect all personal fall arrest equipment before using it.
- 6) Body belts shall not be used as part of a fall arrest system – only a body harness will be used.
- 7) Employees erecting steel framing on buildings or structures not adaptable to temporary floors where scaffold or lift equipment are not used, safety nets shall be installed and maintained whenever the potential fall distance exceeds two (2) stories or 25 feet. Nets shall be hung with sufficient clearance to prevent contact with the surface structures below.
- 8) Steel erectors shall use 100 percent fall protection after steel framing has been put up. This includes tightening bolts.
- 9) All holes in floors or roofs 2 or more inches in diameter will be securely covered and identified to prevent materials from falling onto someone below.
- 10) Employees will not work or walk within 6 feet of roof openings. If necessary, roof openings shall be securely covered and identified with the words "Roof Opening" or equivalent wording.
- 11) Employees will not work near unprotected sides and edges of structures unless it is properly guarded or they use fall arrest equipment.

## **HAZARD COMMUNICATION PROGRAM**

During the normal course of completing your job, you may be exposed to hazardous materials. It is the intention of management to lower the risk of working with these materials by outlining the safety procedures involved:

- 1) The Ceiling and Floor Shop, Inc. shall maintain a list of all hazardous materials used on site.
- 2) Containers received for use will:
  - be clearly labeled as to the contents
  - note the appropriate hazard warning
  - list the name and address of the manufacturer or responsible party

No container will be released for use until the above data is verified.

- 3) MSDS (Material Safety Data Sheets) from suppliers of hazardous materials will be maintained in the office for review by anyone.
- 4) All containers of hazardous materials will be labeled properly.



- 5) Never eat or drink when working with hazardous materials.
- 6) Any chemical spills are to be cleaned immediately as directed on the MSDS.
- 7) Always wear protective equipment when handling chemicals or other substances which may have adverse effects.
- 8) Prior to working with any material which you suspect to be asbestos, contact management for further instructions.

## ALCOHOL/DRUG TESTING - DRUG FREE WORKPLACE

The use or possession of intoxicants or illegal drugs during working hours is forbidden. When an employee of the Company is found to be under the influence of any drug or controlled substance which adversely affects that employee's ability to perform duties in any way or poses a threat to his/her safety or the safety of others, his/her employment with the Company will be subject to disciplinary action, including termination.

Company Name has chosen to participate in drug testing procedures administered by the Virginia Associated Contractors Self Insurance Group (VACO) "Drug-Free Workplace Program".

Employees will submit to the procedure in the following circumstances:

- Pre-employment testing - prior to being hired each employee must successfully pass a drug screening test. Employees returning to work after an extended absence are also subject to pre-employment drug testing. Company Name may use a refusal to submit to a drug test or a positive confirmed drug test as a basis for refusing to hire the applicant.
- When directed to do so by management with or without prior announcement, with or without cause.
- During routine periodic physicals, i.e. DOT. Employees who hold a CDL are subject to the terms set forth by the DOT, including alcohol and drug testing.
- Random drug testing will be done throughout the year. A minimum of 25% of the total number of employees will be tested each year.
- Any employee involved in an accident is subject to an alcohol/drug test immediately but no later than 32 hours. Failure to comply may result in immediate dismissal and may negate any worker compensation claim.
- All employees may be subject to "reasonable suspicion" alcohol and drug testing. This is applicable when management has reasonable cause to believe an employee is under the influence of drugs or alcohol while on the job.

### Use of Legal Drugs

It is the responsibility of the employee to notify management when he/she is under the influence of a legally prescribed drug. A decision will be made by management if an employee under the use of legal drugs may continue to work.



## **FLEET SAFETY**

- 1) Alcoholic beverages are prohibited in company vehicles.
- 2) Do not operate a motor vehicle when your ability and good judgment is reduced by drugs, alcohol, fatigue, bad vision or other physical impairment, or if your mood or attitude does not permit making prudent driving decisions.
- 3) Use seatbelts at all times (including passengers).
- 4) Be familiar with the vehicle you are operating and be specially trained and properly licensed if operating larger vehicles.
- 5) Obey traffic laws and posted signs.
- 6) Drive defensively to avoid other driver's carelessness. Use headlights in day-time too. Headlights must be on while windshield wipers are operating (except in intermittent mode).
- 7) Do not operate a motor vehicle that is defective in any functional way.
- 8) Do not exceed the capabilities/capacities of the vehicle.
- 9) As a driver, take the responsibility for regular checks of the vehicle's tire pressure, oil and coolant levels, lights, wipers, back up alarm and regular servicing for proper mechanical functioning.
- 10) Unless authorized, do not operate a motor vehicle belonging to The Ceiling and Floor Shop, Inc.
- 11) DO NOT USE COMPANY VEHICLES for personal use unless you have authorization from The Ceiling and Floor Shop, Inc.
- 12) The dashboard and floorboard (driver's side) of company vehicle will be kept clean so nothing can strike you in the face or get under your feet or vehicle pedals causing an accident.
- 13) Do not give rides to hitchhikers or strangers.
- 14) Report all accidents immediately to management.
- 15) Drivers must report all arrests and traffic convictions to management. Repeated traffic convictions or failure to report traffic accidents or convictions may result in disciplinary action.
- 16) Never follow another vehicle so closely that you will be unable to make a safe stop under any conditions. Maintain at least a 4 second interval behind vehicles while traveling highway speeds. Longer intervals will be necessary for larger vehicles.

## **ACCIDENT REPORTING**

### **WORK RELATED INJURY**

Report all accidents no matter how minor, to your supervisor immediately. As soon as practical, report the accident to office personnel.

#### **First Aid**

- 1) The foreman will be responsible for seeing any employee under his supervision, who is injured on the job shall report it and have it treated. If additional treatment beyond first aid at the jobsite is required, employees will be sent to the doctor. A list of approved doctors is included as an appendix to this manual.
- 2) A first aid kit shall be maintained at each jobsite
- 3) A Report of Injury - First Aid Only form must be completed immediately following the administration of first aid.

#### **Accidents Requiring Medical Attention**

- 1) Contact the office immediately. You will be informed of the next step to take. If no one is available to direct you, have your supervisor take you to the nearest approved medical facility. A list of such facilities is provided with this manual.
- 2) Employees involved in any accident will be required to submit to alcohol/drug testing. Failure to do so may result in the negation of workers compensation and /or termination of employment.
- 3) Failure to notify your supervisor and/or office personnel may compromise any workers compensation claim.
- 4) For accidents requiring medical treatment, an "Accident Investigation Report" will be made by the foremen immediately upon investigation of the accident. Such reports should include a review of the cause of the accident, whether an unsafe condition, an unsafe act, or a combination thereof, and also an accounting of what steps have been or will be taken to correct the situation. Accident reports shall be reviewed for accuracy and any appropriate steps will be taken to prevent a recurrence of a similar accident.
- 5) First Aid and Bloodborne Pathogens. For your own health and safety reasons, exercise extreme caution when a co-worker has been injured. If you have not completed special first aid training and are knowledgeable in the proper administration of first aid, do not attempt to help.

#### **Vehicle Accident**

If you are involved in an accident while operating or are a passenger in a vehicle owned or leased by Company Name take the following steps:

- 1) Remain calm.
- 2) Contact office personnel.
- 3) Contact the police department which has jurisdiction.
- 4) Follow procedures as instructed or as defined on the procedures guideline as posted in the glove compartment of the vehicle.
- 5) Do not argue, accuse or admit blame.
- 6) Do not attempt to make any promises as to settlement on the Company's behalf.



## **DISCIPLINARY ACTION**

We expect our employees to put safety first. Safety is not to be compromised for time or profit. In order to enforce our safety rules, we must reprimand infractions of our policies.

The following disciplinary action will be invoked. Management reserves the right to determine the severity of infractions of our safety policies and adjust violations as they deem necessary.

### **1st Violation**

An oral warning will be issued to the employee.

### **2nd Violation**

A written warning will be issued to the employee and a copy filed in the employee's personnel file.

### **3rd Violation**

An employee will be given three days off with no pay. A report will be filed in the employee's personnel file.

### **4th Violation**

Termination of employment.

## **WRITTEN HAZARD COMMUNICATION PROGRAM**

### **GENERAL INFORMATION**

In order to comply with the Virginia Occupational Health and Safety Standard, 1910.1200 Hazard Communication, the following Written Hazard Communication Program has been established for:

#### **The Ceiling & Floor Shop, Inc**

All divisions and section of the company are included within this program. This written program will be available in the office.

The Ceiling & Floor Shop, Inc. will meet the requirements of this rule as follows:

### **MATERIAL SAFETY DATA SHEETS (MSDS)**

Copies of MSDS for all hazardous chemicals to which employees of this company may be exposed will be kept in the Warehouse Office. MSDS will be available to all employees in their work area for review during each work shift. If MSDS are not available or new chemicals in use do not have a MSDS, please contact the office immediately.



## **Material Safety Data Sheet (MSDS)**

### **Introduction**

The Material Safety Data Sheet (MSDS) is a detailed information bulletin prepared by the manufacturer or importer of a chemical that describes the physical and chemical properties, physical and health hazards, routes of exposure, precautions for safe handling and use, emergency and first-aid procedures, and control measures. The information on the MSDS aids in the selection of safe products and helps prepare employers and employees to respond effectively to daily exposure situations as well as to emergency situations.

The MSDS is a comprehensive source of information for all types of employers. There may be information on the MSDS that is not useful to you or to the safety and health in your particular operation. Concentrate on the information that is applicable to your situation. Generally, hazard information and protective measures should be the focus of concern.

### **OSHA Requirements**

Employers must maintain a complete and accurate MSDS for each hazardous chemical that is used in the facility. They are entitled to obtain this information automatically upon purchase of the material. When new and significant information becomes available concerning a product's hazards or ways to protect against the hazards, chemical manufacturers, importers, or distributors must add it to their MSDS within three months and provide it to their customers with the next shipment of the chemical. Employers must have an MSDS for each hazardous chemical used in the workplace. If there are multiple suppliers of the same chemical, there is no need to retain multiple MSDS for that chemical.

While the MSDS is not required to be physically attached to a shipment, it must accompany or precede the shipment. When the manufacturer/supplier fails to send a MSDS with a shipment labeled as a hazardous chemical, the employer must obtain one from the chemical manufacturer, importer, or distributor as soon as possible. Similarly, if the MSDS is incomplete or unclear, the employer should contact the manufacturer or importer to get clarification or missing information.

When an employer is unable to obtain a MSDS from a supplier or manufacturer, he/she should submit a written complaint, with complete background information, to the nearest OSHA area office. OSHA will then, at the same time, call and send a certified letter to the supplier or manufacturer to obtain the needed information. If the supplier or manufacturer still fails to respond within a reasonable time, OSHA will inspect the supplier or manufacturer and take appropriate enforcement action.

### **Sections Of An MSDS And Their Significance**

OSHA specifies the information to be included on a MSDS, but does not prescribe the precise format for a MSDS. A non-mandatory MSDS form that meets the Hazard Communication Standard requirements has been issued and can be used as is or expanded as needed. The MSDS must be in English and must include at least the following information.

## SECTION I - *Chemical Identity*

- The chemical and common name(s) must be provided for single chemical substances.
- An identity on the MSDS must be cross-referenced to the identity found on the label.

## SECTION II - *Hazardous Ingredients*

- For a hazardous chemical mixture that has been tested as a whole to determine its hazards, the chemical and common names of the ingredients that are associated with the hazards and the common name of the mixture must be listed.
- If the chemical is a mixture that has not been tested as a whole, the chemical and common names of all ingredients determined to be health hazards and comprising one percent or greater of the composition must be listed.
- Chemical and common names of carcinogens must be listed if they are present in the mixture at levels of 0.1 percent or greater.
- All components of a mixture that have been determined to present a physical hazard must be listed.
- Chemical and common names of all ingredients determined to be health hazards and comprising less than one percent (0.1 percent for carcinogens) of the mixture must also be listed if they can still exceed an established Permissible Exposure Limit (PEL) or Threshold Limit Value (TLV) or present a health risk to exposed employees in these concentrations.

## SECTION III - *Physical And Chemical Characteristics*

- The physical and chemical characteristics of the hazardous substances must be listed. These include items such as boiling and freezing points, density, vapor pressure, specific gravity, solubility, volatility, and the product's general appearance and odor. These characteristics provide important information for designing safe and healthful work practices.

## SECTION IV - *Fire And Explosion Hazard Data*

- The compound's potential for fire and explosion must be described. Also, the fire hazards of the chemical and the conditions under which it could ignite or explode must be identified. Recommended extinguishing agents and fire-fighting methods must be described.

## SECTION V - *Reactivity Data*

- This section presents information about other chemicals and substances with which the chemical is incompatible, or with which it reacts. Information on any hazardous decomposition products, such as carbon monoxide, must be included.



## SECTION VI - *Health Hazards*

- The acute and chronic health hazards of the chemical, together with signs and symptoms of exposure, must be listed. In addition, any medical conditions that are aggravated by exposure to the compound, must be included. The specific types of chemical health hazards defined in the standard include carcinogens, corrosives, toxins, irritants, sensitizers, mutagens, teratogens, and effects on target organs (i.e., liver, kidney, nervous system, blood, lungs, mucous membranes, reproductive system, skin, eyes, etc.).
- The route of entry section describes the primary pathway by which the chemical enters the body. There are three principal routes of entry: inhalation, skin, and ingestion.
- This section of the MSDS supplies the OSHA PEL, the ACGIH TLV, and other exposure limits used or recommended by the chemical manufacturer.
- If the compound is listed as a carcinogen (cancer-causing agent) by OSHA, the National Toxicology Program (NTP) or the International Agency for Research on Cancer (IARC), the information must be indicated on the MSDS.

## SECTION VII - *Precautions For Safe Handling And Use*

- The standard requires the preparer to describe the precautions for safe handling and use. These include recommended industrial hygiene practices, precautions to be taken during use and maintenance of equipment, and procedures for cleaning up spills and leaks. Some manufacturers also use this section to include useful information not specifically required by the standard, such as EPA waste-disposal methods and state and local requirements.

## SECTION VIII - *Control Measures*

- The Standard requires the preparer of the MSDS to list any generally applicable control measures. These include engineering control, safe handling procedures, and personal protective equipment. Information is often included on the use of goggles, gloves, body suits, respirators, and face shields.

### **Employer Responsibilities**

Employers must ensure that each employee has basic knowledge on how to find information on the MSDS and how to properly make use of that information. Employers also must ensure the following:

- Complete and accurate msds are made available during each work shift to employees when they are in their work areas; and
- Information is provided for each hazardous chemical.

## **FALL PROTECTION**

### **INTRODUCTION**

This Fall Protection Plan, hereafter, referred to as "The Plan," has been prepared for the prevention of injuries associated with falls at facilities managed by The Ceiling & Floor Shop, Inc. It is designed according to components established by the Occupational Safety and Health Administration (OSHA) in 29 CFR 1926, Subpart M, Fall Protection.

While this plan provides the generic components and parameters for fall protection, it is understood that fall protection must be project-specific, where control measures must be developed and in many cases, the fall protection controls are unique to that project and/or job function.

### **STATEMENT OF COMPANY POLICY**

The Ceiling & Floor Shop, Inc. is dedicated to the protection of its employees from on-the-job injuries. All employees of The Ceiling & Floor Shop, Inc. have the responsibility to work safely on the job.

The purpose of the Fall Protection Plan is"

- (a) to supplement our standard safety policy by providing safety standards specifically designed to cover fall protection, and
- (b) to ensure that each employee is trained and made aware of the safety provisions which are to be implemented by this Plan prior to the start of each job.

Safety policy and procedure on any one job or project cannot be administered, implemented, monitored and enforced by any one individual. The total objective of a safe, accident free work environment can only be accomplished by a dedicated, concerted effort by every individual involved with the project from management down to the last employee. Each employee must understand his/her value to the company; the costs of accidents, both monetary, physical and emotional; the objective of the role each employee plays in the administration, implementation, monitoring and compliance with safety policy and procedures. This allows for a more personal approach to compliance through planning, training, understanding and cooperative effort, rather than by strict enforcement. If for any reason an unsafe act persists, strict enforcement will be implemented.



## **DUTY TO HAVE FALL PROTECTION**

### **DEFINITIONS**

For the purpose of clarity and uniformity, the following terms are defined as per 29 CFR 1926.500(b), definitions.

**Body Belt or Safety Belt** - a strap with means both for securing it about the waist and for attaching it to a lanyard, lifeline or deceleration device.

**Body Harness** - straps which may be secured about the employee in a manner that will distribute the fall arrest forces over at least the thighs, pelvis, waist, chest and shoulders with means for attaching it to other components of a personal fall arrest system.

**Competent Person** - a person who is capable of recognizing and evaluating employees exposure to unsafe conditions, and is capable of specifying the necessary protection and precautions to be taken to ensure the safety of the employees.

**Controlled Access Zone (CAZ)** - an area in which certain work may take place without the use of guardrail systems, personal fall arrest systems, or safety net systems, and access to the zone is controlled.

**Deceleration Device** - any mechanism, such as a rope grab, rip-stitch lanyard, specially- woven lanyard, tearing or deforming lanyards, automatic self-retracting lifelines/lanyards, etc., which serves to dissipate a substantial amount of energy during a fall arrest, or otherwise limit the energy imposed on an employee during fall arrest.

**Guardrail System** - a barrier erected to prevent employees from falling to lower levels.

**Lanyard** - a flexible line of rope, wire rope, or strap which generally has a connector at each end for connecting the body belt or body harness to a deceleration device, lifeline, or anchorage.

**Personal Fall Arrest System** - a system used to arrest an employee in a fall from a working level. It consists of an anchorage, connectors, a body/safety belt or body harness, and may include a lanyard, deceleration device, lifeline or suitable combinations of these.

*Note: As of January 1, 1998, the use of a body belt for fall arrest is prohibited.*

**Safety-Monitoring System** - a system in which a competent person is responsible for recognizing and warning employees of fall hazards.

**Walking/Working Surface** - any surface, whether horizontal or vertical, on which an employee walks or works, including, but not limited to, floors, roofs, ramps, bridges, runways, form work and concrete reinforcing steel, but not including ladders, vehicles, or trailers, on which employees must be located in order to perform their job duties.

Additional definitions can be found in 29 CFR 1926.500(b) in the Appendix.

## **FALL PROTECTION SYSTEMS**

Management will provide fall protection systems for employees in work areas where injury from a fall to a lower level is a recognized hazard.

### **Management Responsibility**

Through the Competent Person, management will determine if the walking/working surface on which its employees are to work have the strength and structural integrity to support employees safely. Employees are allowed to work on those surfaces only when the surfaces have the requisite strength and structural integrity as determined by the Competent Person.

### **Walking/Working Surfaces**

Each employee on a walking/working surface which is 6 feet (1.8 meters) or more above a lower level shall be protected from falling by the use of a guardrail systems, safety net system, safety monitoring system, or personal fall arrest system for the following exposures as determined by the Competent Person:

- unprotected sides and edges
- leading edges
- hoist edges
- ramps, runways and other walkways
- excavations
- holes
- roofing work on low-slope roofs
- steep roofs
- wall openings
- walking/working surfaces not otherwise addressed

Specific details and exceptions to the OSHA standard can be found in the appendix to 29 CFR 1926.501, *Duty to Have Fall Protection*.

### **Protection From Falling Objects**

Employees potentially exposed to injury from falling objects are required to wear a hard hat and shall be protected by one of the following measures, designed and installed as per OSHA 1926.502 (j), as determined by the Competent Person:

- 1) Erect toeboards, screens or guardrail systems to prevent objects from falling from higher levels.
- 2) Erect a canopy structure and keep potential fall objects far enough from the edge of the higher level so that those objects would not go over the edge if they were accidentally displaced.
- 3) Barricade the area to which objects could fall, prohibit employees from entering the barricaded area, and keep objects that may fall far enough away from the edge of a higher level so that those objects would not go over the edge if they were accidentally displaced.



## Criteria and Practices

As determined by the Competent Person, management shall provide and install fall protection systems meeting the following general criteria as well as specific criteria identified for each system in 29 CFR 1926.502, *Fall Protection Systems Criteria and Practices*, in the Appendix.

### 1) Guardrail Systems

- top rail 42 inches from walking/working level
- midrail (or suitable alternative) 21 inches above walking/working level
- ability to withstand a force of at least 200 pounds in any outward or downward direction
- so surfaced as to prevent injury from puncture, laceration or snagging of clothing
- designed so as not to constitute a projection hazard
- inspected at regular intervals (See Exhibit I)

### 2) Safety Net Systems

- installed as close as practicable under the walking/working surface, but in no case more than 30 feet (9.1 meters) below such level
- extend outward from outermost projection of the work surface
- prevent contact with the surface due to impact on the net
- capable of absorbing an impact force equal to that produced by the drop test specified in OSHA 1926.502 (c) (4) (ii) of the fall protection standard
- inspected at least weekly for wear, damage, and/or deterioration defective components removed (Exhibit I)
- mesh opening not to exceed 6 inches X 6 inches (23 square centimeters) and not be longer than 6 inches (15 centimeters) on any side

### 3) Personal Fall Arrest Systems

- connectors, D-rings, snaphooks, lanyards, lifelines and anchorages are designed, constructed and installed according to specifications addressed in OSHA 1926.502 (d) (1-15)
- limit maximum arresting force on an employee to 900 pounds when used with a body belt; 1,800 pounds when used with a body harness
- rigged such that an employee can neither free fall more than 6 feet (1.8 meters) nor contact any lower level
- body belts, harnesses and related components shall be used only for employee fall protection and not to hoist materials
- personal fall arrest systems and components subject to impact loading shall be removed from service until inspected and approved for use by the Competent Person
- prompt rescue of employees in the event of a fall
- inspected prior to each use for wear, damage and/or deterioration with defective components removed (Exhibit I)
- not to be attached to guardrail systems

### 4) Positioning Device Systems

- rigged such that an employee cannot fall more than 2 feet (.9 meters)
- secured to an anchorage capable of supporting at least twice the potential impact load of an employee's fall or 3,000 pounds, whichever is greater
- connectors, D-rings and snaphooks are designed, constructed and installed according to specifications addresses in OSHA 1926.502 (e) (1-8)
- inspected prior to each use for wear, damage and/or deterioration with defective components removed (Exhibit I)
- body belts, harnesses and related components shall be used only for employee fall protection and not to hoist materials

## REPORT OF INJURY

### FIRST AID ONLY

INJURED EMPLOYEE \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

DATE OF INJURY \_\_\_\_\_

TIME OF INJURY \_\_\_\_\_

WHERE DID INJURY OCCUR? \_\_\_\_\_

NATURE OF INJURY \_\_\_\_\_  
\_\_\_\_\_

WHAT CAUSED THIS INJURY? \_\_\_\_\_

WERE SAFETY PRECAUTIONS  
TAKEN? \_\_\_\_\_

WHO APPLIED FIRST AID? \_\_\_\_\_

DESCRIBE FIRST AID APPLIED \_\_\_\_\_  
\_\_\_\_\_

Supervisors Signature \_\_\_\_\_

Date \_\_\_\_\_



# Employer's First Report of Accident

Virginia Workers' Compensation Commission  
1000 DMV Drive Richmond, VA 23220  
See instructions on the reverse of this form

The boxes to the right are for the use of the insurer	VWC file number	Reason for filing
	Insurer code	Insurer location
	Insurer claim number	

<b>Employer</b>			
1. Name of employer		2. Federal Tax Identification Number	3. Employer's Case No. (if applicable)
4. Mailing address		5. Location (if different from mailing address)	
6. Parent corporation (if applicable)		7. Nature Of Business	
8. Insurer (name and location)		9. Policy number	10. Effective date
<b>Time and Place of Accident</b>			
11. City or county where accident occurred		Did accident occur on <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No
14. Date of injury		15. Hour of injury	16. Date of incapacity
18. Was employee paid in full for day of injury? <input type="checkbox"/> Yes <input type="checkbox"/> No		17. Hour of incapacity	
20. Date injury or illness		21. Person to whom reported	19. Was employee paid in full for day incapacity began? <input type="checkbox"/> Yes <input type="checkbox"/> No
		22. Name of other witness	23. If fatal, give date of death
<b>Employee</b>			
24. Name of employee (Last, First, Middle)		25. Phone number	26. Sex <input type="checkbox"/> Male <input type="checkbox"/> Female
27. Address		28. Date of birth	29. Marital status <input type="checkbox"/> Single <input type="checkbox"/> Divorced
		30. Social security number	<input type="checkbox"/> Married <input type="checkbox"/> Widowed
31. Occupation at time of injury or illness		32. Department	33. Number of dependent children
34. How long in current job?	35. How long with current employer?	36. Was employee paid on a piece work or hourly basis? <input type="checkbox"/> Piece work <input type="checkbox"/> Hourly	
37. Hours worked per day	38. Days worked per week	39. Value of perquisites per week Food/Meals Lodging Tips Other	
40. Wages per hour \$	41. Earnings per week (inc. overtime) \$	\$	\$
<b>Nature and Cause of Accident</b>			
42. Machine, tool, or object causing injury or illness		43. Specify part of machine, etc.	Were safeguards or safety equipment <input type="checkbox"/> Yes <input type="checkbox"/> No
46. Describe fully how injury or illness occurred		44. Provided? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		45. Utilized? <input type="checkbox"/> Yes <input type="checkbox"/> No	
47. Describe nature of injury or illness, including parts of body affected			
48. Physician (name and address)		49. Hospital (name and address)	
50. Probable length of disability	51. Has employee returned to work <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes 52. At what wage? \$	53. On what date?
54. EMPLOYER: prepared by (name, signature, title)		55. Date	56. Phone number
57. INSURER: processed by		58. Date	59. Phone number

This report is required by the Virginia Workers' Compensation

First Report of Accident  
VWC Form 3 (rev 10/1/91)

## INSTRUCTIONS

### Employer's First Report of Accident VWC Form No.3

#### Employer

1. Fill out this form whenever one of your employees is injured. Provide all the information requested, except the information in the top right corner. Please type or print all information in black ink. Your signature is required at the bottom of the form.
2. Send the original beige form to your insurance carrier or claims servicing agency for processing. If you are self-insured, send it to your organization's designated office for handling workers' compensation claims.
3. If you are an employer subject to OSHA record keeping requirements, you may retain a copy of this completed form as a supplementary record of occupational injury or illness. Use block #3 (Employers Case No.) to cross-reference your master log of accidents and illnesses.
4. If you need additional copies of this form, please request them from your insurance carrier or claims servicing agency.

#### Insurance carriers, self insured employers and authorized representatives

1. For accidents meeting one of the seven criteria for establishing a Commission Case File.\* Submit the original beige form and one copy to the Virginia Workers' Compensation Commission at 1000 DMV Drive, Richmond, VA 23220. The code for the reason for filing should be written at the top right of the form.
2. When processing these forms prior to transmittal to the Commission, please include the information requested at the top right of the form, verify that the carrier name and policy number given by the employer are accurate, and enter your name and phone number, and the date of processing at the bottom of the form.
3. Insurer code at the top right of the form refers to the five-digit code assigned by NCCI. If you are self-insured, it refers to a similar five digit number assigned by the Virginia Workers' Compensation Commission.
4. Additional copies of this form are available without cost by writing to the Commission. Please note that color coding of the forms greatly increase the Commission's efficiency in processing claims, and that any alternate versions of the form you develop yourself require prior approval by the Commission. Write to "Forms" at the listed Virginia Workers' Compensation Commission address.

\*The criteria are: (1) lost time exceeds seven days, (2) medical expenses exceed \$1,000, (3) compensability is denied, (4) issues are disputed, (5) accident resulted in death, (6) permanent disability or disfigurement may be involved, and (7) a specific request is made by the Virginia Workers' Compensation Commission.



### SECURE THE SCENE OF THE LOSS

- Identify all injuries and property damage.
- Take necessary emergency action.
- Keep the scene undisturbed.
- Segregate the loss area.
- Inform people of the investigation and it's purpose.

### OBTAIN INFORMATION ON THE LOSS

- Interview involved employees and witnesses.
- Study the scene to find out how the loss occurred.
- Document the scene with photographs and/or diagrams.
- Examine all equipment, materials and processes involved in the loss. Take samples as necessary for further analysis.
- Reconstruct the loss.
- Re-enact the steps of the loss as necessary to clarify the causes.

### DETERMINE THE CAUSES OF THE LOSS

- Determine the hazardous conditions or practices involved in the loss.
- Determine the operational control inadequacies that created or allowed the hazards to occur.

### DETERMINE CORRECTIVE ACTION

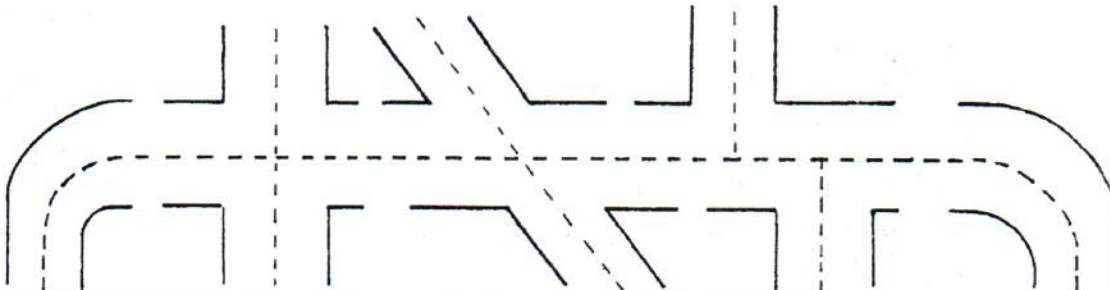
- Determine the actions necessary to correct the hazards.
- Determine which operational controls need to be implemented or improved to prevent the hazards from recurring.

### TAKE CORRECTIVE ACTION

- Take or arrange for the necessary corrective actions.
- When corrective action must be taken by other departments, make sure all affected managers receive copies of the Loss Investigation Report. Obtain target dates from these managers for completion of the action.
- Place an X by the corrective actions as they are completed.
- Reopen the loss scene when sufficient corrective action is taken to prevent a recurrence of the loss.
- Periodically follow-up on all incomplete corrective action. Consult a higher level of management for assistance if the corrective actions are not completed.

### FOLLOW-UP ON THE CORRECTIVE ACTION TAKEN

- Monitor corrective action to evaluate it's effectiveness.
- If corrective action is inadequate, determine new corrective action.



Identify Route Numbers or Street Names, position and identify all vehicles involved.

## EMPLOYEE WARNING NOTICE

EMPLOYEE \_\_\_\_\_

SS# \_\_\_\_\_

WARNING DATE \_\_\_\_\_ WARNING NO. 1 2 3 4  
(Circle One)

VIOLATIONS: (CHECK ONE OR MORE THAT APPLY)

\_\_\_\_ ATTENDANCE      \_\_\_\_ WORK QUALITY      \_\_\_\_ INSUBORDINATION

\_\_\_\_ CARELESSNESS      \_\_\_\_ TARDINESS      \_\_\_\_ CONDUCT

\_\_\_\_ SAFETY      \_\_\_\_ UNAUTHORIZED ABSENCE

\_\_\_\_ WILLFUL DAMAGE TO COMPANY PROPERTY

\_\_\_\_ REFUSAL TO WORK OVERTIME

EMPLOYEE STATEMENT: Employee to complete this section with his details of this assessment. (Use the back of this form if necessary)

\_\_\_\_\_  
\_\_\_\_\_

COMPANY STATEMENT: Management to complete this section.

\_\_\_\_\_  
\_\_\_\_\_

ACTION TAKEN:

\_\_\_\_\_  
\_\_\_\_\_

I have read this Warning Notice and fully understand it and the consequences.

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SUPERVISORS SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_





## THE CEILING & FLOOR SHOP, INC.

105 KEYSTONE PLACE • CHARLOTTESVILLE, VIRGINIA 22902

(434) 971-9999 • FAX (434) 977-0845

E-MAIL: CFS@ceilingandfloor.com • <http://www.ceilingandfloor.com>

October 25, 2022

Radford University  
Procurement and Contracts Department  
Attn: Kathryn M. Dicken  
P. O. Box 6885  
David E. Armstrong Complex  
501 Stockton Street  
Radford, VA 24142-6885

Re Warranty

Dear Sir,

The Ceiling and Floor Shop, Inc. hereby warrants and guarantees all materials and workmanship for a period of at least one year from the date of completion. Additional manufacture's warranties and guarantees shall be included in the scope of our responsibilities.

Michael Simpson  
President

Form **W-9**Commonwealth of Virginia  
Substitute W-9 Form  
Revised March 2022**Request for Taxpayer Identification  
Number and Certification**☐ Social Security Number (SSN)☒ Employer Identification Number (EIN)

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

Unique Entity Identifier (UEI) (see instructions)

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

Legal Name:

Ceiling and Floor Shop, Inc.

Business Name:

The Ceiling &amp; Floor Shop, Inc.

## Entity Type

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

## Entity Classification

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

## Exemptions (see instructions)

Exempt payee code  
(if any):

(from backup withholding)

Exemption from FATCA reporting  
code (if any):

## Contact Information

Legal Address: 105 Keystone Place

Name:

Michael R. Simpson

Email Address:

msimpson@ceilingandfloor.com

City: Charlottesville State: VA Zip Code: 22902

Business Phone:

(434) 971-9999

Remittance Address: same as above

Fax Number:

(434) 977-0845

Mobile Phone:

(434) 960-4295

City:

State:

Zip Code:

Alternate Phone:

Under penalties of perjury, I certify that:

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

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

Printed Name:

Michael R. Simpson, President

Authorized U.S. Signature:

Date: 10/25/2022

Section 1 - Taxpayer Identification

Section 2 - Certification



# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor  
Richmond, VA 23219

### CEILING AND FLOOR SHOP, INC.

is a certified Small Business meeting all the eligibility requirements set forth  
under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code  
TVAC 13-20 et seq.

Accordingly Certified

Certification Number: 10446  
Valid Through: Aug 8, 2027

A handwritten signature in cursive script, appearing to read "Matthew James".

Matthew James, Director

CERTIFIED

**SWaM**

Small,  
Women and  
Minority-Owned

Supplier Diversity Strengthens the Commonwealth  
by the Virginia Department of Small Business & Supplier Diversity



# MICHAEL SIMPSON

msimpson@ceilingandfloor.com |

Charlottesville, VA 22901

## Summary

Customer-oriented and strategic-thinking professional with over 44 years of experience in building relationships, cultivating partnerships, retaining top accounts and growing profit channels. Multi-tasking and self-motivated leader with expertise in expanding network connections, implementing pricing models and turnaround management.

## Skills

- Organizational Leadership
- Financial Planning
- Strategic Planning
- Partnership Development

## Experience

The Ceiling & Floor Shop, Inc. |  
Charlottesville, VA

**President**

04/1978 - Current

- Administered day-to-day accounting and budget management, business development, performance metrics and customer service.
- Cultivated and maintained positive working relationships with employees, executives and other stakeholders.
- Coordinated work across departments to keep teams on track with company goals.

## Education and Training

Northern Virginia Community College | Annandale, VA  
**Associate of Arts**



Radford University RFP23-002, Flooring – Various Types  
**Negotiation Points**  
**THE CEILING & FLOOR SHOP, INC.**

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As allowed in Section 11.B. Award to Multiple Offerors, of the subject RFP, the University is conducting negotiations. We are requesting a response to the negotiation questions listed below.

**A. CONTRACTUAL TERMS, CONDITIONS AND TEMPLATES:**

1. **RADFORD UNIVERSITY:** Are you in agreement the terms and conditions as published in the RFP solicitation shall govern the contract if a contract is awarded to your company?

**VENDOR:** Yes

2. **RADFORD UNIVERSITY:** If awarded a contract do you agree the standard two-party contract made available in the RFP document will be the only document used to award the contract? If your response is no, provide any additional forms or documents that you will require to be incorporated into the contract document.

**VENDOR:** Yes

3. **RADFORD UNIVERSITY:** Do you agree that the initial contract is for a period of one (1) year?

**VENDOR:** Yes

4. **RADFORD UNIVERSITY:** Upon completion of the initial contract period, does The Ceiling and Floor Shop, Inc. agree that the contract may be renewed by Radford University upon written agreement by both parties for and addition four (4) one-year renewal periods, under the terms of the current contract?

**VENDOR:** Yes

5. **RADFORD UNIVERSITY:** Please state that you are in agreement that, if awarded the contract, all sections identified in your proposal as **proprietary and confidential** can be made public since Radford University is a state agency and our records are available for public review.

**VENDOR:** Yes

6. **RADFORD UNIVERSITY:** Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

**VENDOR:** Yes

7. **RADFORD UNIVERSITY:** Do you acknowledge, agree and understand that Radford University cannot guarantee a minimum amount of business if a contract is awarded to your company?

**VENDOR:** Yes

8. **RADFORD UNIVERSITY:** If you have not already done so, do you agree to obtain and furnish Radford University with a United States federal tax identification number if you are awarded a contract?

**VENDOR:** Yes

9. **RADFORD UNIVERSITY:** If eligible, do you agree to become a certified SWaM vendor with the Virginia Department of Small Business and Supplier Diversity and maintain that certification throughout the term of this contract?

**VENDOR:** Yes

10. **RADFORD UNIVERSITY:** Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Radford University or any other Commonwealth Entity?

**VENDOR:** Yes

**B. FINANCIAL CONSIDERATIONS:**

1. **RADFORD UNIVERSITY:** Are there any additional financial or value-added incentives you would like to offer at this time? (i.e. signing bonus, scholarships, program support, SWaM sponsorship, etc.)

**VENDOR:** I am not familiar with some of the examples given but would be open to getting more information and seeing if it is something they might work for both of us.

2. **RADFORD UNIVERSITY:** Does The Ceiling and Floor Shop, Inc. agree to provide monthly invoices with payment due thirty (30) days after receipt of invoices or goods/services, whichever is later?

**VENDOR:** Yes

3. **RADFORD UNIVERSITY:** If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal year?

**VENDOR:** Yes

4. **RADFORD UNIVERSITY:** While other factors such as methodology, quality of service, and prior experience are considered during the selection process, the evaluation of price, including the annual maintenance fee, is a key element of the evaluation. With this in mind, please provide The Ceiling and Floor Shop, Inc. most competitive price structure.

**VENDOR:** We will raise our discount percentage from 1% to 2%. When we price commercial flooring to Commonwealth end users, we usually go in with our sharpest pricing the first time. We could offer greater discounts by raising our negotiated prices upward to account for the greater discounts, but we do not feel this is an ethical way to do business. Our labor rates are based on smaller jobs and will come down on larger work, particularly closer to our headquarters.

5. **RADFORD UNIVERSITY:** If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index - CPI, "Services" category for the latest twelve (12) months for which statistics are available at the time of renewal or five percent (5%), whichever is less?

**VENDOR:** Yes



6. **RADFORD UNIVERSITY:** Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

**VENDOR:** Yes

**C. SCOPE IMPLEMENTATION:**

1. **RADFORD UNIVERSITY:** If awarded a contract, identify a point of contact that will be working with Radford University to achieve the requirements of the contract.

**VENDOR:** Michael Simpson, cell 434 960-4295, msimpson@ceilingandfloor.com  
President

2. **RADFORD UNIVERSITY:** If awarded the contract, please address specific implementation steps, inclusive of a timeline, and include what your expectations are of Radford University personnel.

**VENDOR:** Every request for pricing or services will be answered within 24 hours of receipt. If I cannot respond, one of our other PMs will be on duty to fill in for me. We expect Radford personnel to have a clear idea of the services needed and communicate the items clearly.

3. **RADFORD UNIVERSITY:** If awarded a contract by February 1, 2023, would you be in a position to support all aspects of this contract?

**VENDOR:** Yes

4. **RADFORD UNIVERSITY:** Please describe your quickest turn-around time if emergency services are needed.

**VENDOR:** As your point of contact, I carry my cell phone at all times and am at your service at any time. If a voice mail is left, I will respond within 12 hours or less.

**THE CEILING AND FLOOR SHOP, INC.**

Michael Simpson

Print Name

President

Title



Signature

December 19, 2022

Date

Radford University RFP23-002, Flooring – Various Types  
**Clarification Questions**  
**THE CEILING & FLOOR SHOP, INC.**

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As allowed in Section 11.B. Award to Multiple Offerors, of the subject RFP, the University is conducting negotiations. As part of the evaluation process, the committee is requesting clarification of the following:

1. In regard to labor rates provided, please clarify:
  - a. The standard labor rate of carpet tile indicates it includes demo of existing carpet. However, there is also a rate for carpet removal. Is that only used when there is no installation of new carpet?   see below
  - b. Please clarify why there is a per square yard labor rate for installation but also an hourly rate provided.                   see below
2. Is pricing provided valid for all Zones? If not, please specify which Zones pricing is valid for.

We wish to participate in zones 2,3,7 and 8 only

**ANSWERS:**

1. a. The standard labor rate excludes demo of existing, but it does include minor floor prep. Over the last 5 years of executing the forerunner of this new contract, I can remember only a very few times when hourly labor rates have been used. Most often, when we submit a furnish and install proposal, the labor rates are usually much less than the posted ones in this contract proposal.
1. b. We have found it useful to have both pricing structures in place due to the highly variable conditions and scope that can occur. We have found this benefits to the customer when hourly rates provides the best value.

**THE CEILING & FLOOR SHOP, INC.**

Michael Simpson

Print Name

President

Title

Signature

December 20, 2022

Date