

**RADFORD
UNIVERSITY**

STANDARD CONTRACT

Contract Number: RU23009

This contract entered into this 25th day of January, 2023, by **SURFACES BY BARROWS, INC.**, located at 3801 Blue Ridge Drive, Roanoke, Virginia 24018, 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 November 3, 2022.
 - D. Negotiation Summation: Negotiation Points dated December 12, 2022; Clarification Questions dated December 12, 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.

SURFACES BY BARROWS, INC.

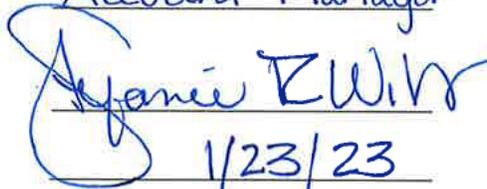
RADFORD UNIVERSITY

Printed Name: Stefanie R Wilson

Printed Name: Kathryn M. Dicken

Title: Account Manager

Title: Senior Procurement Officer

Signature: 

Signature: 

Date: 1/23/23

Date: January 25, 2023

RADFORD UNIVERSITY

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

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 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 SBSBD certification number. For assistance with SWaM certification, visit the SBSBD website at <https://www.sbsd.virginia.gov/>.

Large

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.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number) Surfaces by Barrows Inc		FEDERAL TAXPAYER NUMBER (ID#) 	
BUSINESS NAME /DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice) Surfaces by Barrows	
PURCHASE ORDER ADDRESS 3801 Blue Ridge Drvc Roanoke, Va 24018		PAYMENT ADDRESS 3801 Blue Ridge Drive Roanoke, Va 24012	
CONTACT NAME/TITLE (PRINT) Stefanie Wilson - Acct Mgr		EMAIL ADDRESS stefanie.wilson@barrowsinc.com	
TELEPHONE NUMBER 540-400-2480	TOLL FREE TELEPHONE NUMBER N/A	FAX NUMBER N/A	EVA VENDOR ID NUMBER 
			VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER 

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: Stefanie R Wilson DATE: 11/3/22

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

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:

Name of Offeror:	RFP#: R23-002
Address:	Due date:
	RFP Title: Flooring, Various Types
City, State, Zip Code:	
	Procurement Officer: Kathryn M. Dicken
DPOR LICENSE #:	LICENSE CLASS: A 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.

	Evaluation Criteria	Percentage of Points
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%
	TOTAL	100%

B. Award to Multiple Offerors:

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for 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/meeting/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. 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. 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

Attachment A

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. 2705159058 Specialty Flooring
 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: www.bls.gov/cpi	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/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Businesses, a Women-

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

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? X Yes No

B. If so, please qualify the recycled material content: Carbon Negative

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:

RADFORD UNIVERSITY

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

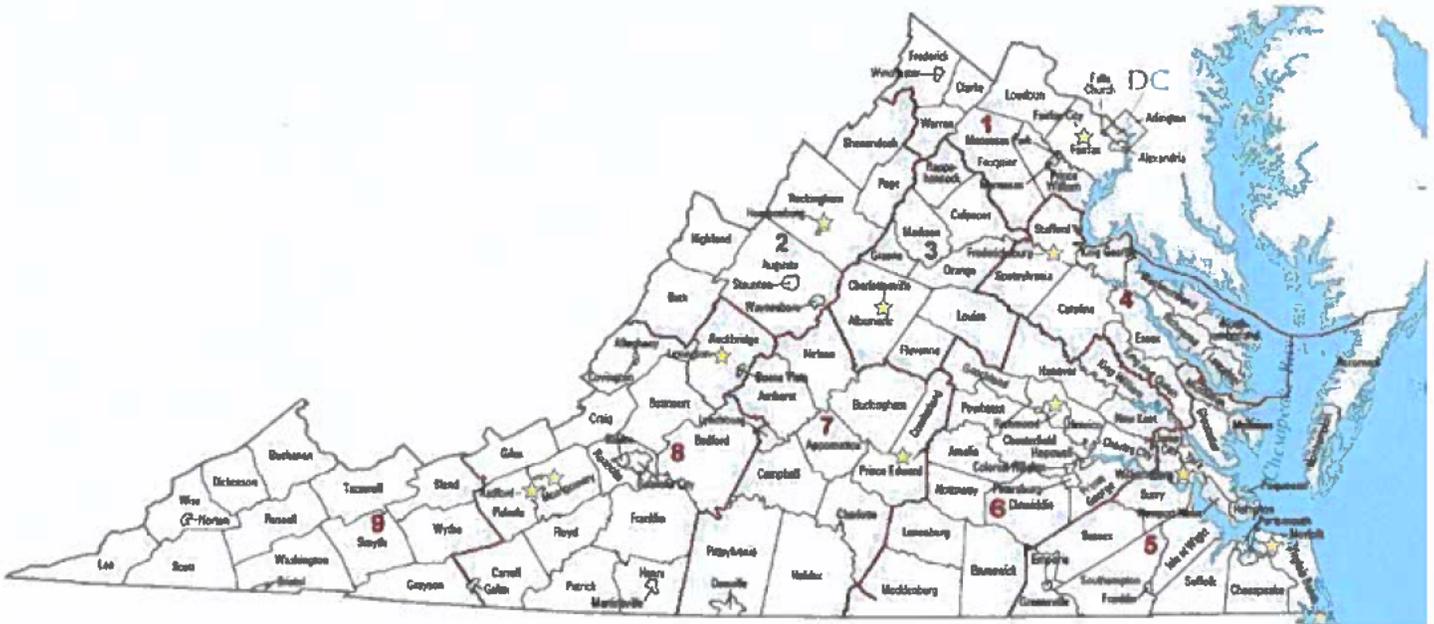
Signature: _____

Date: _____

Date: _____

Attachment C

Zone Map



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

List of member institutions by zones

NO	Zone 1 George Mason University (Fairfax)	Zone 2 James Madison University (Harrisonburg)	Zone 3 University of Virginia (Charlottesville)
NO	Zone 4 University of Mary Washington (Fredericksburg)	Zone 5 NO Christopher Newport University (Hampton) College of William and Mary (Williamsburg) Old Dominion University (Norfolk) Norfolk State University (Norfolk)	Zone 6 NO Virginia Commonwealth University (Richmond)
NO	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.

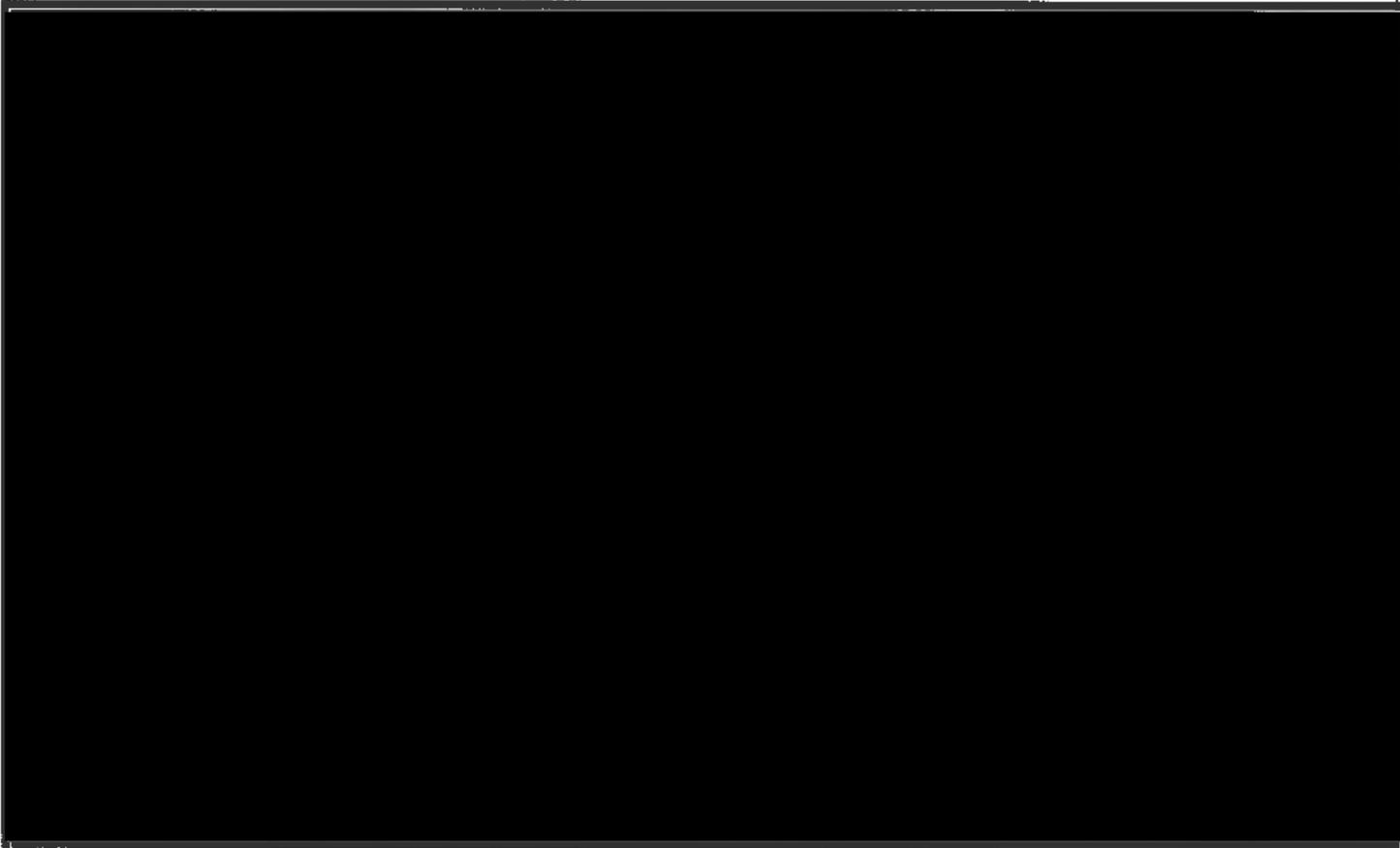
Qualifications: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

Vendor's Primary Contact:

NAME: Stefanie Wilson **PHONE:** 540-400-2480

Year's in Business: Indicate the length of time you have been in business providing this type of good or service: **YEARS:**
MONTHS: 8 years

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: Stefanie Wilson

Printed Name: Stefanie Wilson

Title: Account Manager

Date: 11/3/22

ATTACHMENT E - COST PROPOSAL TEMPLATE

COST PROPOSAL FOR R23-002 - FLOORING, VARIOUS TYPES

SUBMITTED BY: Surfaces by Barrows, Inc
 (Company Name)

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

Blanket Discount for all products offered:		%
Other:		%
Other:	N/A	%
Other:		%
Other:		%

PRODUCT/MATERIAL:										
Style No.	Manufacturer Name	Style	Backing	Unit of Measure	List Price	% Discount	Net Price	COST FOR MATERIAL ONLY	COST TO INSTALL OWNER MATERIAL	COST TO FURNISH & INSTALL
Various 16	Interface	Open Air	Glasbac	Sy	51.47		18.99	26.00	9.00	33.00
Various 10	Interface	Aerial	Glasbac	Sy	57.63		21.78	30.00	7.00	37.00
Various 8	Interface	Night Flight	Glasbac	Sy	59.97		22.34	30.00	7.00	37.00
Various 2	Interface	Details	Glasbac	Sy	56.19		20.39	27.05	7.00	34.05
Various 2	Interface	View Above	Glasbac	Sy	60.60		19.98	26.54	7.00	33.54
Various 4	Interface	Harmonize	Glasbac	Sy	56.66		19.98	26.54	7.00	33.54
Various 4	Interface	Bisong Sign	Glasbac	Sy	63.08		22.45	29.63	7.00	36.63
Various 3	Interface	Platform	Glasbac	Sy	58.05		22.35	29.50	7.00	36.50
Various 3	Interface	Streaming	Glasbac	Sy	82.55		27.88	36.41	7.00	43.41
Various 4	Interface	Step Repeat	Glasbac	Sy	90.38		37.43	48.35	7.00	55.35
Various 2	Interface	Street Smart	Glasbac	Sy	65.10		23.88	31.41	7.00	38.41
Various 4	Interface	Heartbeat	Glasbac	Sy	59.97		21.54	28.49	7.00	35.49
Various 28	Interface	GS #1	Glasbac	Sy	71.23		23.78	31.29	7.00	38.29
Various 16	Interface	GS #2	Glasbac	Sy	84.45		26.78	35.04	7.00	42.04
LVT										
Various 27	Interface	LevelSet	4.5mm	SF	6.15		3.51	5.30	3.00	8.30
Various 2	Interface	SteadyStride	3mm	SF	4.34		2.25	3.40	3.00	6.40
Misc										
4" C/B	Tarket			LF			2.00	2.00	1.00	3.00 LF
6" C/B	Tarket			LF			3.00	3.00	2.00	5.00 LF

Interface
 1280 W Peachtree St NW
 Atlanta, GA, 30309, United States

VASCUPP FLOORING CONTRACT

Surfaces by Barrows Products and Pricing

Contract pricing January 1st, 2023- December 31, 2023

Style description	Backing code	Backing description	Product patterns	I2	QS	List Price	Dealer Price
Carpet tile							
Open Air	CQuest	Glasbac	16	X	X	\$51.47	\$18.99
Aerial collections	CQuest	Glasbac	10	X	X	\$57.63	\$21.78
Night Flight	CQuest	Glasbac	8			\$59.97	\$22.34
Detours/Detours Ahead	CQuest	Glasbac	2			\$56.19	\$20.39
View From Above	CQuest	Glasbac	2	X	X	\$60.60	\$19.98
Harmonize/Ground waves	CQuest	Glasbac	4	X	X	\$56.66	\$19.98
Rising Signs	CQuest	Glasbac	4			\$63.08	\$22.45
Platform/Mainline/Sidetrack	CQuest	Glasbac	3			\$58.05	\$22.35
Streaming collection	CQuest	Glasbac	3			\$82.55	\$27.88
Step Repeat-Walk off	CQuest	Glasbac	4	X		\$90.38	\$37.43
Street Smart	CQuest	Glasbac	2			\$65.10	\$23.88
Heartbeats	CQuest	Glasbac	4	X		\$59.97	\$21.54
Quickship book #1	CQuest	Glasbac	28	X	X	\$71.23	\$23.78
Quickship book #2	CQuest	Glasbac	16	X	X	\$84.45	\$26.78
LVT- resilient							
Level Set LVT collections	Commercial grade	4.5mm	27		X	\$6.15	\$3.51
Steady Stride	Commercial grade	3mm	2		X	\$4.34	\$2.25

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

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:

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

Radford University RFP23-002, Flooring – Various Types
Negotiation Points
SURFACES BY BARROWS, INC.

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 Surfaces by Barrows, 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: NO

2. **RADFORD UNIVERSITY:** Does Surfaces by Barrows, 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 Surfaces by Barrows, Inc. most competitive price structure.

VENDOR: cost plus depending on product.

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: Stefanie Wilson stefanie.wilson@barrowsinc.com

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: PO issued based on proposal - finish selections approx close date completion time

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: 15 days

SURFACES BY BARROWS, INC.

Stefanie R Wilson

Print Name

Account Manager

Title

Stefanie R Wilson

Signature

12/12/22

Date

Radford University RFP23-002, Flooring – Various Types
Clarification Questions
SURFACES BY BARROWS, INC.

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. Does Surfaces by Barrows, Inc. offer any related services such as floor refinishing? If so, please provide additional details regarding any additional services provided. If additional space is needed, please feel free to attach additional documentation to this sheet.

No floor refinishing we do sheet vinyl cored and heatweld, also ceramic tile.

2. Is the pricing provided applicable to all Zones? If not, please clarify which Zones pricing applies to.

Only Applies to Zone 2-3 and 8

SURFACES BY BARROWS, INC.

Stefanie R Wilson

Print Name

Account Manager

Title

Stefanie

Signature

12/12/22

Date