



STANDARD CONTRACT

Contract Number: RU23015

This contract entered into this 25th day of May, 2023, by **Harmon Turf Services, Inc.**, located at 329 Archa Street, Hillsville, Virginia 24343, 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 Ground Aerification Services to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From **June 1, 2023 through May 31, 2024** with four (4) additional one-year (1) renewal options.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**
 - a. This signed Radford University Standard Contract Document;
 - b. Radford University's Invitation for Bid (IFB) #R23-011 dated April 17, 2023 and Addendum 01 dated April 26, 2023; and
 - c. Contractor's Bid signed and dated May 15, 2023.
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. 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 ALL RENEWAL PERIODS UNDER THE CONTRACT: 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 by no more than the percentage increase 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.

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

CONTRACTOR

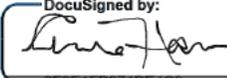
RADFORD UNIVERSITY

Printed Name: Anne Harmon

Printed Name: Kathryn M. Dicken, CUPO, VCCO

Title: President

Title: Senior Procurement Officer

Signature: 
DocuSigned by:
8F8E1FB371BE4C0...

Signature: 
DocuSigned by:
1340A55EA25B407...

Date: 5/24/2023 | 9:46 AM PDT

Date: 5/25/2023 | 9:14 AM EDT

RADFORD UNIVERSITY

Invitation for Bid R23-011

For

GROUND AERIFICATION SERVICES

Date: April 17, 2023

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

INVITATION FOR SEALED BID # R23-011

GROUND AERIFICATION SERVICES

**RADFORD UNIVERISTY
PO BOX 6883
501 STOCKTON STREET
RADFORD, VIRGINIA 24142-6885**

Posting Date: April 17, 2023	BID RETURN DATE & HOUR: MAY 16, 2023 by 3:00 P.M. (Eastern Standard Time)	PUBLIC BID OPENING DATE & HOUR: MAY 17, 2023 at 3:00 P.M. (Eastern Standard Time)
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BIDDERS ADDRESS

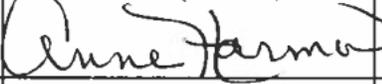
Harmon Turf Services, Inc
329 Archal Street
Hillsville VA 24343

ADDRESS ALL INQUIRIES AND
CORRESPONDENCE TO:
KATHRYN M. DICKEN, CUPO, VCCO
Senior Procurement Officer
Email Address: kdicken@radford.edu
TELEPHONE NUMBER: (540) 831-5090

SPECIAL INSTRUCTIONS

- Sealed Bids** must be mailed, express mailed, or hand delivered directly to the Procurement and Contracts Department and must be received prior to the time and date designated. Sealed Bids **cannot** be faxed or emailed directly to the Procurement and Contracts Department.
- Responses must be submitted on this form and the attachment(s) provided.
- Responses shall be signed below.
- Responses will be received in the Radford University Procurement and Contracts Department, P.O. Box 6885, 501 Stockton Street, Radford, VA 24142-6885 until the bid return date and hour stated in this document.
- Please note that USPS and Courier is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending via USPS or Courier. It is the Bidder's responsibility to ensure bids are received in Procurement and Contracts at the appropriate date and time for consideration.
- If the University is closed as a result of an act of God or an emergency situation, the University website shall post notices of said closings. It is the responsibility of the Bidder to check the website at www.radford.edu for said notices. If the University is closed on the day bids are due they will be accepted the next scheduled business day the University is open. If the University is closed on the day of the scheduled pre-bid conference a written addendum will be issued to officially reschedule the conference.
- DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.**
- Any **ADDENDUM** issued for this solicitation may be accessed at www.eva.virginia.gov by going to Virginia Business Opportunities (VBO). Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
- Bidders must be aware of the fees associated with the eVA Business-To-Government Vendor Registration requirement described herein and at <http://www.eva.state.va.us/> and submit prices accordingly.**
- Optional Pre-Bid Conference:** A Pre-Bid conference will be held on **APRIL 27, 2023 at 3:00 P.M. (Eastern Standard Time)**. See **Section 11. Pre-Bid Conference** in the solicitation below, for additional information.
- Questions/Inquiries:** All questions/inquiries for information regarding this solicitation should be directed to the Contract Officer named in this solicitations. Written questions to be submitted via email no later than: **MAY 4, 2023 at 3:00 P.M. (Eastern Standard Time)**.

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR **SEALED BID**, AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN, INCLUDING THE GENERAL TERMS AND CONDITIONS SHOWN AT GENERAL TERMS AND CONDITIONS THE UNDERSIGNED AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number) <i>Harmon Turf Services, Inc</i>		FEDERAL TAXPAYER NUMBER (ID#) 	DELIVERY DATE <i>as needed</i>
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		FEDERAL TAXPAYER NUMBER (If different than ID# above)	
BILLING NAME (Company name as it appears on your invoice) <i>Harmon Turf Services</i>		FEDERAL TAXPAYER NUMBER (If different than ID# above)	
PURCHASE ORDER ADDRESS <i>329 Archa Street Hillsville VA 24343</i>		PAYMENT ADDRESS <i>329 Archa Street Hillsville VA 24343</i>	
CONTACT NAME/TITLE (PRINT) <i>Anne Harmon Pres.</i>		SIGNATURE (IN INK) 	DATE <i>05-15-2023</i>
E-MAIL ADDRESS <i>harmonturf@comcast.net</i>	TELEPHONE NUMBER <i>276-733-9532</i>	TOLL FREE TELEPHONE NUMBER <i>800-888-2493</i>	FAX NUMBER <i>none</i>
Business Classification <input type="checkbox"/> LARGE <input checked="" type="checkbox"/> SMALL	<input type="checkbox"/> MINORITY-OWNED <input checked="" type="checkbox"/> WOMEN-OWNED		
*Is your Classification certified by the Virginia Department of Small Business and Supplier Diversity (SBSD)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, provide Certification Number:	
*For assistance with certification/classification questions, please visit: http://sbsd.virginia.gov/			

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

1 2 3 4 5 6 (Please check all that apply)

SIGNATURE 

Date: 05-15-2023

1. **PURPOSE:**

The intent and purpose of this Invitation For Sealed Bid is to establish a term contract with one or more qualified sources that can provide Ground Aeration Services for Radford University, an agency of the Commonwealth of Virginia. The term of this contract is for one (1) year. There will be an option for four (4) additional one-year renewals.

2. **SMALL, WOMAN-OWNED AND MINORITY (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 Contracts website. Links to the University's SWaM initiative can be located at: [Procurement and Contracts | Radford University](#).

3. **BACKGROUND:**

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.

Specific Background: During the previous five years Radford University has procured an average of \$17,000.00 annually in aeration turf services. Total spent over the past five-year period was \$85,255.00. The yearly expenditure is dependent upon the needs of Radford University. Blanket purchase orders will be issued annually for this service plus any additional separate purchase orders necessary for additional jobs that may be initiated. However, prior years purchasing patterns are no guarantee of future spending needs. Aeration services are typically performed twice a year with 31.8 acres being serviced each visit.

4. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:**

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 transactions 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.

5. **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 Bidder wishes to submit a separate pricing structure 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.

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

6. **CONTRACT ADMINISTRATION:** Radford University assigns Contract Administrators to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract

Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator is Radford University's Facilities Management Landscape Superintendent.

7. **DEFINITIONS:** INTENTIONALLY LEFT BLANK

8. **SCOPE OF WORK / SPECIFICATIONS:** The contractor shall furnish all labor, tools, materials, equipment, staff and supervision to provide Grounds Aerification Services to Radford University as stated herein.

A. Compliance: All work and materials shall be in strict compliance with the Statement of Needs.

B. Requirements:

- 1) The Contractor shall provide verti-drain deep tine aeration services for Radford University, Facilities Management Department, on an as needed basis.
- 2) The ground shall be aerated to a depth of 10 to 12 inches.
- 3) Pricing shall be provided per square foot on 4" x 4" spacing and 4" x 8" spacing with solid tines and coring tines.
- 4) Specific area(s) to be aerated will be provided by Radford University Facilities Management Representative.

C. Optional Items: These items will not be considered in the award, but are items that Radford University may choose to order as part of the awarded term contract.

- 1) Topdressing: Service is to include per 1000 sq. ft. price for topdressing application only. Radford University will provide all material and equipment to load topdresser hopper. Contractor will be responsible for loading hopper with equipment provided. Application rates will be determined by Radford University on a per service basis.
- 2) Dethatching/Verticutting: Service is to include per 1000 sq. ft. price for dethatching/verticutting and collection/removal of any debris created and or accumulated during process. Debris collected may not be taken off site, but shall be collected and dumped in Radford University's Facilities Maintenance back lot as directed by Radford University contract administrator.
- 3) Shockwave Linear Decompactor: Service is to include per 1000 sq. ft. price for Shockwave linear decompactor service. Depth setting for knives to be determined by Radford University.
- 4) Fraze Mowing: Service to include per 1000 sq. ft. price for fraze mowing operation. Operation will include fraze mowing at depth selected by Radford University, collection, loading and hauling of all spoils to Radford University's back lot to be stock piled.

9. **PRICE SCHEDULE: (TO BE COMPLETED BY BIDDER):** A cost proposal template is being provided with this solicitation (See Attachment F). This must be completed and returned with your proposal. Any additional goods and services that your company may provide can be included as a separate attachment.

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 rate.

10. **AWARD:**

AWARD: An award will be made to the lowest responsive and responsible Bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. Radford University reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

11. **OPTIONAL PRE-BID CONFERENCE:**

A. An optional pre-bid conference will be held **APRIL 27, 2023 at 3:00 P.M.** (Eastern Standard Time) in the Facilities Conference Room #186 located in the Armstrong Complex. The street address is 501 Stockton Street, Radford, VA 24142.

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

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: **APRIL 27, 2023 at 3:00 P.M.** Eastern Standard Time (US and Canada)

Register in advance for this meeting:

<https://radford.zoom.us/meeting/register/tJAtf-iopz0sG9ZcANA58e6yA3e49d7j8ReC>

PRE-REGISTRATION IS ENCOURAGED. 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.

12. **BID OPENING:** Attendance at the public bid opening is not required. However, this is an opportunity for potential Offerors to participate in the public bid opening if desired.

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: **MAY 17, 2023 at 3:00 P.M.** Eastern Standard Time (US and Canada)

Register in advance for this meeting:

<https://radford.zoom.us/meeting/register/tJlvf-2gpjMiH9Y7WoIy08q2xgeXBsNU65sj>

PRE-REGISTRATION IS ENCOURAGED. After registering, you will receive a confirmation email containing information about joining the meeting. Please allow a few extra minutes prior to the Public Bid Opening to complete registration and to obtain the link to the meeting via email.

13. 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. It shall identify contract pricing for all good/services which 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 Payment Act.

14. 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 bids. Formal communications will be directed to the Contract Officer listed in this solicitation. 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 Bidder's bid being rejected.

15. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions. See **Attachment A**.

16. ATTACHMENTS:

Informative:

Attachment A – Terms and Conditions
Attachment B – Sample of Standard Contract Form
Attachment C – Zone Map for Cooperative Contracts
Attachment D – Radford Campus Map

To be Returned:

Attachment E – Vendor Data Sheet (for references)
Attachment F – Pricing Table

Attachment A

TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS: See: **GENERAL TERMS AND CONDITIONS****II. 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 Invitation for Bid including all addendums thereof, the bid submitted by the Contractor, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF BID ENVELOPE:** The signed bid should be returned in a separate envelop or package and identified as follows:

From Harmon Turf 05-16-2023 3:00 PM
 Name of Bidder Due Date Time Due

P.O. Box 6883 501 Stockton Street R23-011
 Street or Box Number Solicitation Number

Radford VA 24343 Ground Aeration Service
 City, State, Zip Code Solicitation Title

Name of Procurement Officer: Kathryn M. Dicken

The envelope should be addressed to:
RADFORD UNIVERSITY
Procurement and Contracts Department
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142

The Bidder 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 bid to be disqualified. No other correspondence or other bids 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 IFB Cover Page
Attention: Name of Person Signing Bid

If to Radford University:

RADFORD UNIVERSITY
Procurement and Contracts Department
Attn: Kathryn M. 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. **REFERENCES:** Bidder shall provide a minimum of four references similar goods and/or services have been provided. Each reference shall include the name of the organization, complete mailing address, name of contact person, telephone number and email address.
10. **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.

III. 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. **COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue until either a Contractor has been selected or the University Procurement and Contracts Department rejects all proposals. Formal communications shall be directed to the University Procurement and Contracts Department. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
4. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of Radford 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 University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.
5. **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.
6. **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.
7. **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.
8. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
9. **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.

10. **ORDER PLACEMENT:** The University does not place verbal orders for Goods and Services. The University may only place orders for Goods and Services by issuing a formal written Purchase Order in advance delivery of Goods and Services. If the Contractor provides Goods and Services prior to receipt of a formal written Purchase Order or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
11. **PARKING POLICY:** All Contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid Contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to <http://parking.asp.radford.edu/>. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
12. **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.
13. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at Proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
14. **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. 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 ALL RENEWAL PERIODS UNDER THE CONTRACT: 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 by no more than the percentage increase 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, with a maximum CPI increase capped at no more than five percent (5%) per year.

15. **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.
16. **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.
17. **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.*
18. **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.
19. **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
Bidders do not need to fill in this form.**



STANDARD CONTRACT

Contract Number: Rxxxxx

This contract entered into this __ day of _____, 20__, by _____, located at (insert complete physical address), hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency 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 the _____ to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From _____ through _____ with _____ (number of years) year renewal options.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract. Document;

Radford University's Invitation for Bid Rxx-xxx dated _____, Addendum xxx dated _____ (list all addendums in this format).

Contractor's Bid signed and dated _____

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

Zone 1

George Mason University

Zone 4

**University of Mary Washington
(Fredericksburg)**

Zone 7

**Longwood University
(Farmville)**

Zone 2

James Madison University (Harrisonburg)

Zone 5

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

Zone 8

**Virginia Military Institute
(Lexington) Virginia Tech
(Blacksburg)**

Zone 3

University of Virginia

Zone 6

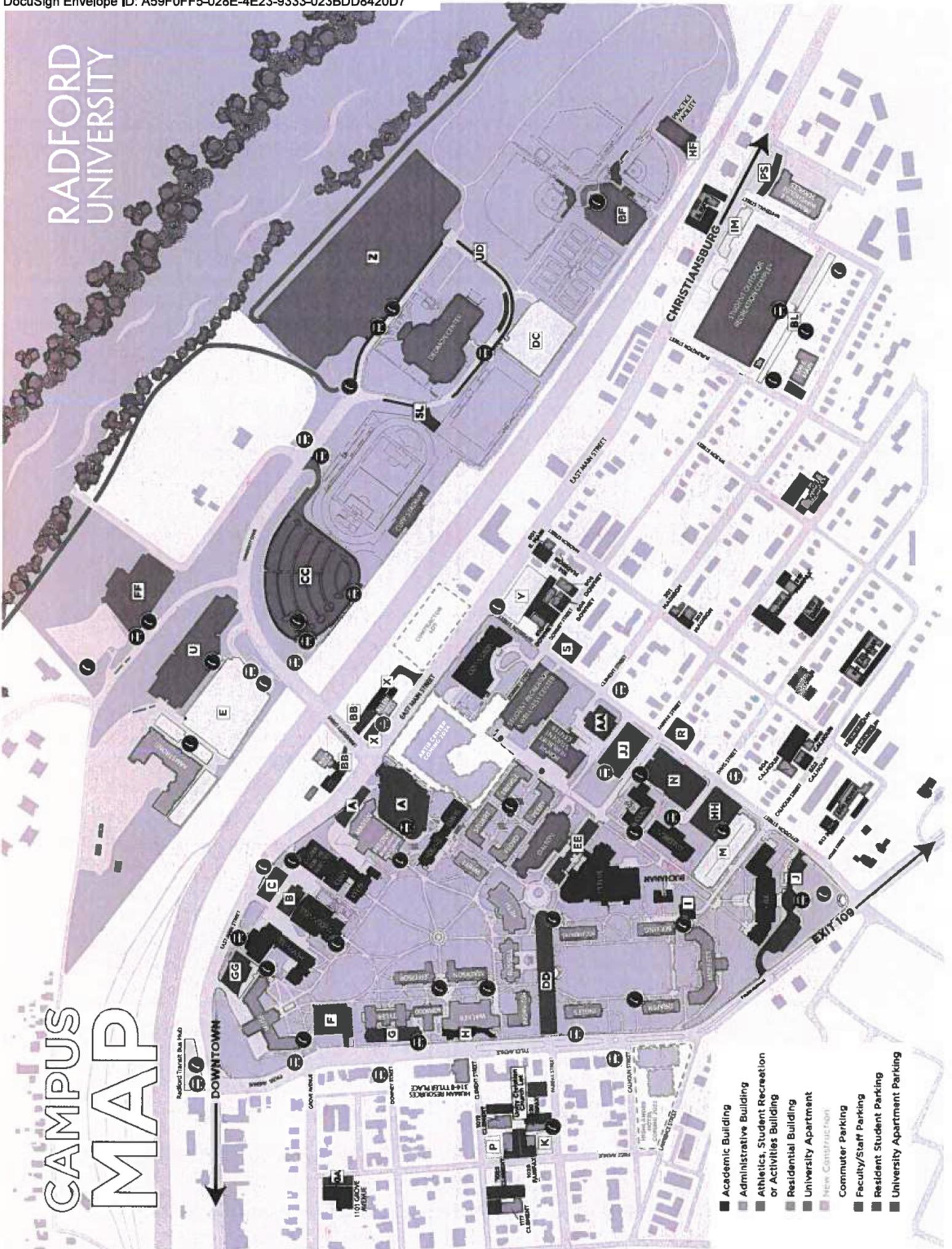
**Virginia Commonwealth
University (Richmond)**

Zone 9

The zone map is provided for the Bidder 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.

RADFORD UNIVERSITY

CAMPUS MAP



- Academic Building
- Administrative Building
- Athletics, Student Recreation or Activities Building
- Residential Building
- University Apartment
- New Construction
- Commuter Parking
- Faculty/Staff Parking
- Resident Student Parking
- University Apartment Parking

Attachment E – 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: <u>Anne Harmon</u> PHONE: <u>276-733-9532</u>	
Year's in Business: Indicate the length of time you have been in business providing this type of good or service: YEARS: 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.	
Company: <u>Radford University</u>	Contact: <u>Chris Shelton</u>
Phone: <u>(434) 906-5938</u>	Email: <u>cshelton19@radford.edu</u>
Fax: ()	
Project: <u>campus and fields deep core aeration</u>	
Dates of Service: <u>05/2022</u>	\$ Value: <u>\$10,211.16</u>
Company: <u>VA Tech</u>	Contact: <u>Matt Gart</u>
Phone: <u>540 354-2385</u>	Email: <u>gartm@vt.edu</u>
Fax: ()	
Project: <u>Deep Tine Aeration, spread compost and seed selected campus areas</u>	
Dates of Service: <u>04/2023</u>	\$ Value: <u>\$14,700</u>

VENDOR DATA SHEET

Company: Carroll County High School	Contact: Kevin Dehaven
Phone: 276 733-9095	Email:
Fax: ()	
Project: Top Dress and Core aeration on baseball field	
Dates of Service: 04/2023	\$ Value: \$2495.00

Company: Chattanooga Golf + Country Club	Contact: Jeff Holister
Phone: 423-504-3638	Email: cgccjho@aol.com
Fax: ()	
Project: Top Dress and shallow core fairways	
Dates of Service: 04/2023	\$ Value: \$22,500.00

I certify the accuracy of this information.

Signed: Ann Harmon

Title: President

Date: 05-15-2023

Attachment F – Pricing Table

Attachment F is to be completed and submitted by the Vendor as part of a complete proposal. Vendor shall identify all costs associated with providing the goods/services as specified in this document and should not submit pricing in different formats. Pricing shall be submitted per One Thousand Square Feet (1000 Square Ft.).

ZONE MAP PARTICIPATION: This Request for Proposals (RFP) contains cooperative language, which allows other Virginia Association of State College & University Purchasing Professionals (VASCUPP) schools and other public bodies to use contracts awarded as a result of this RFP. Reference Attachment C, VASCUPP Zone Map to determine in which zones VASCUPP schools and other public bodies are located. **Vendors should submit separate pricing tables as part of the proposal response for each zone they can service. DO NOT submit pricing for zones you do not wish to service.**

Estimated Annual Quantities in the tables below are estimates only for Radford University. These estimated quantities will be used as evaluation scenarios for all zones.

Pricing listed below is specific to (i.e. Zone # 8):

Zone(s) #: 8, 7, 2

Zone 1: George Mason University (GMU)

Zone 2: James Madison University (JMU) and Virginia Military Institute (VMI)

Zone 3: University of Virginia (UVA)

Zone 4: University of Mary Washington (UMW)

Zone 5: Old Dominion University (ODU), College of William and Mary (W&M), Christopher Newport University (CNU) and Norfolk State University (NSU)

Zone 6: Virginia Commonwealth University (VCU)

Zone 7: Longwood University

Zone 8: Radford University (RU), Virginia Tech (VT) and Virginia Military Institute (VMI)

A. Aerification Services - Up to five (5) Acres per Trip:

Line Item	Description	Estimated Annual Quantity (1000 Sq.Ft.)	Price (per 1000 Sq.Ft.)	Extended Price
1.	4" x 4" Spacing – Solid Tine	450	\$ 19.00	\$ 8550.00
2.	4" x 8" Spacing – Solid Tine	150	\$ 14.90	\$ 2235.00
3.	4" x 4" Spacing – ¼" Coring Tine	400	\$ 25.00	\$ 10,000.00
4.	4" x 8" Spacing – ¼" Coring Tine	400	\$ 19.00	\$ 7,600.00
5.	Subtotal - Aerification Services – Up to five (5) Acres per Trip			\$ 28,385.00

B. Aerification Services – Greater than five (5) Acres Per Trip:

Line Item	Description	Estimated Annual Quantity (1000 Sq.Ft.)	Price (per 1000 Sq.Ft.)	Extended Price
1.	4" x 4" Spacing – Solid Tine	450	\$ 13.00	\$ 5850.00
2.	4" x 8" Spacing – Solid Tine	150	\$ 10.00	\$ 1500.00
3.	4" x 4" Spacing – ¼" Coring Tine	1040	\$ 16.80	\$ 17,472.00
4.	4" x 8" Spacing – ¼" Coring Tine	400	\$ 13.00	\$ 5200.00
5.	Subtotal - Aerification Services – Greater than five (5) Acres Per Trip			\$ 30,022.00

C. Grand Total Sum of Aerification Services

Grand Total Sum Price (Sum of above subtotals A.5 and B.5)	\$ 58,407.00
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D. Optional Item Services

Item	Description	Unit of Measure	Unit Price (\$)
1	Topdressing <i>Spreading</i>	Per 1000 Sq. Ft.	\$ 25. ⁰⁰
2	Dethatching/Verticutting	Per 1000 Sq. Ft.	\$ 20. ⁰⁰
3	Shockwave Linear Decompactor	Per 1000 Sq. Ft.	\$ 25. ⁰⁰
4	Fraze Mowing	Per 1000 Sq. Ft.	\$ No Bid

DISQUALIFICATION OF CONTRACTORS: By signing this bid, the undersigned certifies that this Bidder or any officer, director, partner or owner is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Bidder a subsidiary or affiliate of any firm/corporation that is currently barred from bidding on contracts by any of the same. We have attached an explanation of any previous disbarment(s) and copies of notice(s) of reinstatement(s).

I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified and licensed by the Virginia Department of Professional and Occupational Regulation, Board for Contractors **OR** the Virginia State Corporation Commission, to perform all Work included in the scope of the Contract.

Virginia License No: 2705106164

Bidder: Harmon Turf Services, Inc.
(Legal Name of Firm)

Contractor Class: A

By: *Anne Harmon*
(Signature Required)

Specialty: Landscape Service Valid until: 04-30-2024

Virginia State Corporation Commission ID No.: 0478996-2

**Addendum No. 01****Date Issued: 04-26-2023****TO ALL BIDDERS:**

Reference:	R23-011
Title:	Ground Aerification Services
Dated:	04-17-2023
For Delivery To:	RADFORD UNIVERSITY Procurement and Contracts David E. Armstrong Complex 501 Stockton Street Radford, Virginia 24142-6885
Original Bid Due Date/Time:	05-16-2023 by 3:00PM
Pre-Bid Conference Held:	04-27-2023 at 3:00PM

1. Amended Attachment F – Pricing Table attached hereto. All bidders must submit the AMENDED Pricing Table with their bid. This form must be completed and signed by the bidder.

End of Addendum 01
Kathryn Dicken, CUPO, VCCO
Senior Procurement Officer
kdicken@radford.edu
(540) 831-5090

AMENDED Attachment F – Pricing Table

Attachment F is to be completed and submitted by the Vendor as part of a complete proposal. Vendor shall identify all costs associated with providing the goods/services as specified in this document and should not submit pricing in different formats. Pricing shall be submitted per One Thousand Square Feet (1000 Square Ft.).

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C. Grand Total Sum of Aerification Services

Grand Total Sum Price (Sum of above subtotals A.5 and B.5)	\$ 58,407.00
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D. Optional Item Services

Item	Description	Unit of Measure	Unit Price (\$)
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I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified and licensed by the Virginia Department of Professional and Occupational Regulation, Board for Contractors **OR** the Virginia State Corporation Commission, to perform all Work included in the scope of the Contract.

Virginia License No: 2705106164 Bidder: Harmon Turf Services Inc
 (Legal Name of Firm)

Contractor Class: A By: Rune Harmon
 (Signature Required)

Specialty: Landscape Services Valid until: 04-30-2024

Virginia State Corporation Commission ID No.: 0478996-2