



This contract entered into this 28th day of July, 2025, by H. T. Bowling, Inc., located at 6629 Hickman Cemetery Road, Radford, VA. 24141, hereinafter called the “Contractor” and Commonwealth of Virginia, **Radford University**, called the “Purchasing Agency 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 Grading, Excavating and Site Services to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From August 1, 2025 through July 31, 2026 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) R24-008 dated January 9, 2025, Addendum 01 dated January 22, 2025.
 - C. Contractor’s Proposal signed and dated February 12, 2025
 - D. Negotiation Summation: Negotiation Questions signed and dated July 20, 2025, and revised pricing schedule dated July 20, 2025.
5. **FINANCIAL COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents.
 - A. **FINANCIAL CONSIDERATIONS:** Financial considerations for this contract are as follows:

Equipment Rental Rates

Item	Description	Regular Time Rental Cost Per Hour	Overtime Rental Cost Per Hour
1.	Motor Grader with Operator	\$113.75	\$130.81
2.	Track Loader with Operator	\$113.75	\$115.48
3.	Rubber Tire Loader with Operator	\$95.70	\$115.12
4.	Track Dozer with Operator	\$113.75	\$130.81
5.	Rubber Tire Backhoe with Operator	\$95.00	\$115.00
6.	Mini Excavator/Track Hoe with Operator	\$114.00	\$125.58
7.	Medium Excavator/Track Hoe with Operator	\$134.85	\$155.08
8.	Large Excavator/Track Hoe with Operator	\$175.50	\$224.25

9.	Track Skid Steer with Operator	\$95.01	\$115.12
10.	Rubber Tire Skid Steer with Operator	\$91.00	\$104.65
11.	Vibrating Roller with Operator	\$85.00	\$97.75
12.	Tandem Axle Dump Truck with Operator	\$105.00	\$120.75
13.	Water Truck with Operator	\$90.25	\$109.25

Labor Rates

Item	Description	Regular Time Labor Rates Per Hour	Overtime Labor Rates Per Hour
1.	Supervisor Labor (onsite supervision, planning, site visits to ensure projects are on track, etc.)	\$68.25	\$110.25
2.	Foreman Labor (typically the equipment operator, however, additional labor hours could be for onsite supervision, site layout, utility location, retaining walls, finishing work, detail site work, hand work/digging, etc.)	\$58.95	\$89.41
3.	Helper Labor (assist foreman, finishing work, detail site work, hand work/digging, etc.)	\$34.13	\$51.19

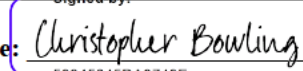
6. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal R24-008, the Contractor’s Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.

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

H. T. Bowling, Inc.

Print Name: Christopher Bowling

Title: Vice President

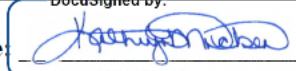
Signature: 
Signed by: 59345345DA9749F...

Date: 7/30/2025 | 11:06 AM EDT

RADFORD UNIVERSITY

Print Name: Kathryn Dicken

Title: Associate Director, Procurement & Contracts

Signature: 
DocuSigned by: 1340A55EA25B407...

Date: 7/30/2025 | 11:14 AM EDT



REQUEST FOR PROPOSAL #R24-008

GRADING, EXCAVATING, AND SITE SERVICES

JANUARY 9, 2025

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 # R24-008**

GENERAL INFORMATION FORM

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

Name: Sheryl S. Sullivan
Phone: (540) 831-6106
Email: sssullivan@radford.edu.

Written questions to be submitted via email no later than: **January 29, 2025 by 3:00 PM Eastern Standard Time (hereinafter EST)**

PROPOSAL DUE DATE AND TIME: Proposals will be received until **February 12, 2025**, up to and including **3:00 PM**.
Email and fax responses will not be accepted.

In Person*

Mail or Courier*

Electronically through eVA

Deliver proposal to:
Radford University
David E. Armstrong Complex
501 Stockton Street
Radford, VA 24142

Mailing Address:
Radford University
Procurement and Contracts
PO Box 6885
Radford, VA 24142-6885

Electronic Submissions:
A PDF of your proposal may be submitted through eVA's Virginia Business Opportunities ([VBO](#)) site. See **Attachment F** for more details.

* Identify the envelope package as instructed in **Attachment A** – Terms and Conditions.

BUSINESS HOURS: Radford University's Procurement and Contracts Department is open Monday through Friday from 8:00 AM to 4:30 PM EST.

LATE PROPOSAL RECEIPT:

In-Person or Mail/Courier Delivery:

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 In-Person and Mail/Couriered 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 after the date and time designated herein 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.

For Electronic Submission through eVA:

To be considered for selection, proposals must be submitted through the eVA Electronic Submission process by the date and time identified herein. *In order to submit an electronic proposal, the Vendor **MUST BE properly registered with eVA***. Registration may be accomplished through this site: <https://eva.virginia.gov/register-now.html>. It is strongly encouraged that registration be completed well in advance of the submission deadline to avoid any delays in the process. Upon successful submission, the Contractor will receive confirmation of submission through eVA. Radford University will not confirm receipt of the proposal. For a tutorial on how to view and respond to a solicitation, visit: <https://www.youtube.com/watch?v=KSxcAkOekW0>. The University is not responsible for delays, miscommunications, or transmission errors that may occur during the electronic submission process. This includes but is not limited to issues related to internet connectivity, email servers, or other technical malfunctions. It is the sole responsibility of the Offeror to ensure the proposal is submitted on time.

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 at the same time on 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.

OPTIONAL PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on **January 22, 2025** See Section (13) for additional information.

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 SBSB certification number. For assistance with SWaM certification, visit the SBSB 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.

Information Requested	Vendor Response (Please write or fill in legibly)
FULL LEGAL NAME OF BUSINESS: (Please print the company name as it appears with your Federal Taxpayer Identification Number)	
FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN):	
BUSINESS NAME / DBA NAME/ TA NAME: (If different than the Full Legal Name)	
BILLING NAME: (Company name as it appears on your invoice)	
PAYMENT ADDRESS:	
CONTACT NAME:	
CONTACT TITLE:	
EMAIL:	
TELEPHONE NUMBER:	
TOLL FREE TELEPHONE NUMBER:	
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: _____

DATE: _____

1. **PURPOSE:**

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for Grading, Excavating and Site Services 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 term of this contract is for one year, or as negotiated. There will be an option for four additional one-year renewals, or as mutually negotiated.

4. **BACKGROUND**

Radford University Background:

Radford University is a comprehensive public university of 7,718 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 some 1,000 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. Radford University joins several other institutions in offering degree programs and continuing education opportunities at the Roanoke Higher Education Center in Roanoke, the Southwest Virginia Higher Education Center in Abingdon and flexible online offerings through its virtual campus.

Specific Background: Radford University currently utilizes a term contract for grading, excavating and site services on an as needed basis. The University's average spend over the past five-year period is approximately \$250,000 annually.

5. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:** The eVA internet electronic procurement solution, web site portal eva.virginia.gov, streamlines and automates government purchasing activities within the Commonwealth. 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 participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration as a **self-registered** vendor.

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 eva.virginia.gov/get-help-customer-care.html

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. 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 Landscape Superintendent.

8. **DEFINITIONS:**

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

9. **STATEMENT OF NEEDS:** The contractor should be prepared to provide to provide all labor, tools, materials, equipment, insurance, licenses, staff and supervision to provide Grading, Excavating and Site Services to Radford University as stated herein.

A. **COMPLIANCE:** All materials and application work shall be in strict compliance with all currently applicable codes, standards and specifications and any future codes, standards and specifications which may become applicable during the term of this contract.

B. **REQUIREMENTS:** The operator should have extensive experience with all grading and excavating equipment listed herein. The Operator should be an excavation project superintendent capable of supervising Contractor employees to provide the required labor. The Operator should have all licenses, certifications and training required for operating the required equipment.

1. The contractor must be licensed, in good standing, through the Virginia Department of Professional and Occupational Regulation (DPOR) as a “CLASS A CONTRACTOR” as required under Title 54.1-1100, Code of Virginia (1950), as amended.
2. The Contractor will provide all labor, equipment, fuel and transportation required for operation of the equipment listed below to conduct grading, excavation, and site services on an as needed basis, to include but not limited to:

Equipment	Minimum Weight	Minimum Horsepower	Other Specifications
Motor Grader	35,000	150	Minimum 12' Blade
Track Loader	35,000	150	Minimum 3yd Bucket
Rubber Tire Loader	28,000	150	Minimum 3yd Bucket
Track Dozer	15,000	75	
Rubber Tire Backhoe	17,000	75	Minimum 3yd Bucket
Mini Excavator/Track Hoe	3,700	17	Digging and Finishing Bucket
Medium Excavator/Track Hoe	8,000	40	Digging and Finishing Bucket
Large Excavator/Track Hoe	39,000	117	Breaker Bit available upon Request
Track Ski Steer	3,800	70	Minimum 1.5yd Bucket
Rubber Tire Skid Steer	3,200	65	Minimum 1.5yd Bucket
Vibrating Roller	16,000	100	
Tandem Axle Dump Truck	Minimum 10 cubic yards for hauling various items such as concrete, demo debris, soil, gravel, etc.		
Water Truck	4,000-gallon capacity, with jets/nozzles on front and back with a minimum 70 psi		

3. The Contractor should be capable of providing multiple operators and equipment for larger projects.
4. The contractor will be responsible for verifying with the University the location of existing underground utilities in area of work. The University prefers the use of “Miss Utility” tickets for grading work. The University reserves the right to request copies of valid Miss Utility tickets, or other such verification as deemed appropriate. If utilities are to remain in place, the contractor should be prepared to provide adequate protection during earthwork operations. In the event the Contractor encounters uncharted or incorrectly charted piping or other utilities during excavation, the University should be notified immediately.

- C. **PERSONNEL:** The Contractor is to provide sufficient personnel to ensure the work as specified in the Statement of Needs can be met efficiently. All Contractor employees used for the performance of this work should be properly trained and qualified for this type of work. The University reserves the right to refuse to accept services from any personnel deemed unqualified or otherwise unable to perform the assigned work. The Contractor should provide and update regularly, a list of all personnel performing work under this contract with classifications listed. The University reserves the right to request documentation of experience from any personnel working on campus.
- D. **WORK SCHEDULES AND PROCEDURES:** Work performed under this contract will be performed during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays (except for emergency situations), and unless otherwise required by the Director of Facilities Management, Radford University and/or designee to work after 5:00 p.m. and on Saturday and Sunday or holidays, if necessary to complete work (Overtime Hours).
1. **Emergencies:** Services may also be required on an emergency basis, such as water main breaks, snow removal, utility disruption, etc. The University, not the Contractor, will determine if a service call is an emergency, and the University may require immediate mobilization. Emergency work will be paid at the overtime hourly rate.
 2. **Time Reports:** The Contractor should be prepared to provide a daily time report for work performed as specified. Time reports must be approved by the University representative before invoicing.
 3. **Minimum Labor Charges:** Minimum labor charges may only be allowed for work performed outside of the normal work schedule as defined herein (i.e. emergencies, overtime). The minimum labor charges shall not exceed two hours daily and should be applied for all work performed, not by individual projects.
 4. **Inclement weather:** In the event of inclement weather, the university reserves the right to cancel the work without cost, before the commencement of work.
- E. **SAFETY PRECAUTIONS:** The contractor is expected to comply with the rules and regulations of OSHA and the Department of Labor. The contractor alone is responsible for the safety, efficiency, and adequacy of the work site, equipment, methods, and any damage that may result from improper construction, maintenance, or operations.
- F. **UNIFORMS:** All employees of the Contractor shall wear uniforms or other appropriate Owner approved attire at all times to designate their affiliation with the Contractor.
- G. **DUTY TO PROTECT PROPERTY:** The Contractor shall continuously maintain adequate protection of his work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work. The Contractor shall make good any such damage (paint, stickers, concrete or brick errantly removed), injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by the Owner.
- H. **WORK ESTIMATES:**
1. The contractor should provide estimates when requested within five business days of the request at no cost to the university, unless otherwise agreed upon by the Contract Administrator. The estimate should include the required labor and equipment hours to perform the work as specified. The University will provide written authorization before proceeding with work.
 2. Any additional charges deemed necessary to complete work, including but not limited to, subcontractor costs, scaffolding, rental or lifts, or other equipment, may be included in the written estimate and must be clearly identified and at the Contractor's actual cost.
 3. The University reserves the right to obtain other estimates if the Contractor's estimate is deemed not to be reasonable. The Contractor may be asked to review an estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to solicit a project and contract with an offeror that meets the University's budget requirements.

- I. **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 Radford Parking. 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.
- J. **TURF PASS:** Turf passes will be provided to the Contractor by Facilities when they are required. The Contractor will work with the Contract Administrator to obtain a turf pass when appropriate.
10. **SPECIFIC REQUIREMENTS:** The contractor shall furnish all labor, tools, materials, equipment, staff and supervision to provide Grading, Excavating and Site Services to Radford University as stated herein.
- A. **Plan for Providing Services:** Provide your plan for providing Grading, Excavating and Site Services for Radford University. Offeror should provide information addressing all requirements as stated in the Statement of Needs above to include:
1. A description of what specific services the Offeror proposes to provide, the required staffing, when services shall be performed, by whom, and the anticipated time durations for typical services.
 2. A description of any reports, certifications, or deliverables in the performance of the work included in this solicitation. Please include copies of all standard certifications, business licenses, resumes of key employees, organizational chart, individual qualification and duties, reports, sample receipts, and tracking tools.
 3. Identify a projected timeline for delivery of services relative to the award date of the contract.
 4. List of service equipment to be used by the Contractor in the performance of work included in this solicitation.
- B. **Experience and Qualifications:** Please provide a written narrative outlining the experience of the firm in providing the services described.
1. Experience of firm in providing services described herein.
- C. **Pricing:** Please fully complete Attachment E with pricing as indicated in Section 9. above. The rates provided must be "fully burdened" to include any ancillary expenses associated with the project performance. Transportation, travel time, soft costs or other expenses will not be paid for separately. These must be inclusive rates.
1. Any pricing for hourly rates as listed on Attachment E shall be paid for productive hours at the job site, unless otherwise authorized by the Contract Administrator. No payment per hourly rate will be made for travel, lunch breaks, or other extended breaks.
- 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 SBSB website at <http://www.sbsd.virginia.gov>.

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.	30%
3	Specific plans or methodology to be used to provide the products/services.	20%
4	Financial (Cost)	10%
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	TOTAL	100%

B. Award: 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 criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers 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 Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Radford University may cancel this Request for Proposal or reject proposals at any time prior to award. Should Radford University determine in writing and in its sole discretion that only one Offeror has made the best proposal 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. **Radford University reserves the right to award multiple contracts as a result of this solicitation.**

12. PROPOSAL PREPARATION AND SUBMISSION:

A. GENERAL INSTRUCTIONS: Response shall be submitted in one of the following ways:

In Person*

Mail or Courier*

Electronically through eVA

Deliver proposal to:

Radford University
David E. Armstrong Complex
501 Stockton Street
Radford, VA 24142

Mailing Address:

Radford University
Procurement and Contracts
PO Box 6885
Radford, VA 24142-6885

Electronic Submissions:

A PDF of your proposal may be submitted through eVA’s Virginia Business Opportunities ([VBO](#)) site. See **Attachment F** for more details.

*** Identify the envelope/package as instructed in Attachment A – Terms and Conditions**

No other distribution of the proposal shall be made by the Offeror.

1. **IN PERSON or MAIL/COURIER RFP Responses:** In order to be considered for selection, Offerors shall submit 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** 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 USB/Flash Drive should be marked **“Redacted Copy.”**
2. **ELECTRONIC SUBMISSION via eVA VBO RFP Responses:** In order to be considered for selection, Offerors shall submit a complete response to this RFP to include. A brief tutorial on how to submit a response through eVA VBO can be found here: [eVA VBO Electronic Submission](#).
 - a. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with 12.A.2.b. below.
 - b. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF of the entire document **INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.** This file should be clearly labeled or marked **“Redacted Copy.”**

B. PROPOSAL PREPARATION:

1. **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.
2. **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.
3. **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.
4. **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.

5. **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.
 6. **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.
 7. **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 held **January 22, 2025, at 3:00 PM (EST)** in the Procurement and Contracts Conference Room #231 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.

IN PERSON ATTENDANCE:

For those who wish to attend in person, you may do so by coming to the Armstrong Complex, Conference Room #231. The street address is 501 Stockton Street, Radford, VA 24142.

ZOOM ATTENDANCE (Registration is required):

You are invited to a Zoom meeting.

When: January 22, 2025, at 3:00 PM (EST)

Register in advance for this meeting:

https://radford.zoom.us/meeting/register/ecC6iByPRnC_ckNuNECzVQ

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

- 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.

Attendance at the conference can be either in person or via teleconference

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 terms and conditions. See **Attachment A**.

18. **ATTACHMENTS:**

Informational:

Attachment A – Terms and Conditions
Attachment B – Sample of Standard Contract Form
Attachment C – Zone Map for Cooperative Contracts
Attachment F – Virginia Business Opportunities Information

To be returned with proposals:

Attachment D – Vendor Data Sheet (References)
Attachment E – Pricing Schedule

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 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 follows:

From

Name of Offeror	Due Date	Time Due
Street or Box Number		Solicitation Number
City, State, Zip Code		Solicitation Title
Name of Procurement Officer:		

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: Procurement Officers Name
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.

III. SPECIAL TERMS AND CONDITIONS:

1. **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.
2. **ASBESTOS:** The Contractor is contracted by Radford University to perform work in buildings where asbestos-containing materials (ACM) may be located. The Contractor will be informed by the Radford University project coordinator/manager of the location of suspect and known ACM in the work area(s) to which the Contractor is assigned. The Contractor shall under no circumstances damage or disturb suspect or known ACMs unless they have been specially retained to perform this work as a part of the Contract and are legally qualified to perform this work. The Contractor shall provide his/her employees asbestos awareness and other training or activities required by 29 CFR 1926.1101 for the safe performance of their work. The Contractor shall submit to Radford University Facility Management for review and approval his written work practices, precautions, procedures, and engineering controls to be used during work that disturbs ACM prior to commencement of this work. Work will not proceed until the proposed work practices have been approved by Facility Management.
3. **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.
4. **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 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 his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the Offeror shall fail to provide this information on his 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, he shall be deemed to be in violation of § 54.1 1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered.

5. **CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded prior to the Contractor's employees gaining access to the Radford University Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Radford University campus. Contractor shall ensure subcontractors conduct similar background checks. Radford University reserves the right to audit a Contractor's background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Radford University campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Radford University Contract Administrator within 5 days. If at any time during the term of the contract Radford University discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the Contractor shall remove that employee's access to the Radford University campus, unless Radford University consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the Contract.
6. **INSPECTION OF JOB SITE:** The contractor acknowledges that the nature of these services requires an inspection of the job site and an understanding of the conditions in which the work must be accomplished. Claims resulting from a failure to properly inspect the job site will not be considered by Radford University.
7. **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.

8. **LEAD:** The Contractor is contracted by Radford University to perform work in buildings where lead-containing materials such as lead-based paint may be located. Work performed under this Contract may impact these lead materials (for example, during building renovations), but does not include lead abatement or de-leading operations. The Contractor will be informed by

Radford University project coordinator/manager of the location of suspect and known lead containing materials in the work area(s) to which the Contractor is assigned. The Contractor shall provide all training and equipment required by §29 CFR 1926.62 for the safe performance of the work. The Contractor may not perform de-leading or lead abatement unless they hold a valid Virginia Lead Contractor license and have been specifically retained to perform this work as a part of the contract. The Contractor shall submit to Radford University Facilities Management Department for review and approval his written Lead Work Plan which outlines work practices, precautions, procedures, and engineering controls to be used during work that disturbs lead prior to commencement of this work. Work will not proceed until the Lead Work Plan has been approved by Radford University Facilities Management.

9. **LICENSE/REGISTRATION:** The contractor shall possess and maintain through the period of the contract performance, all licenses required by Federal or Commonwealth of Virginia Laws or Regulations for the performance of any and all work required by this contract. Contractor shall provide written proof of licensing/registration when requested by the University.
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. **PERFORMANCE AND PAYMENT BONDS:** From time to time, the University may require services that would warrant the request for a Performance and Payment Bond. Upon request from the University, the Contractor shall deliver to the Contract Officer an executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the Contract amount, with Radford University as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the Contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Radford University Procurement Department. Standard bond forms will be provided by the Radford University Procurement Department prior to or at the time of award.
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. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University for a period of FOUR (4) one-year periods, or as negotiated, only under the terms and conditions of the original Contract except as stated in 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 days) prior to the expiration date of each Contract period.
 - 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, or three percent (3%), whichever is less, for all renewal periods under the contract.
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. **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.
16. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided, once an award is announced, all proposals submitted to this RFP 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.

17. **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: _____

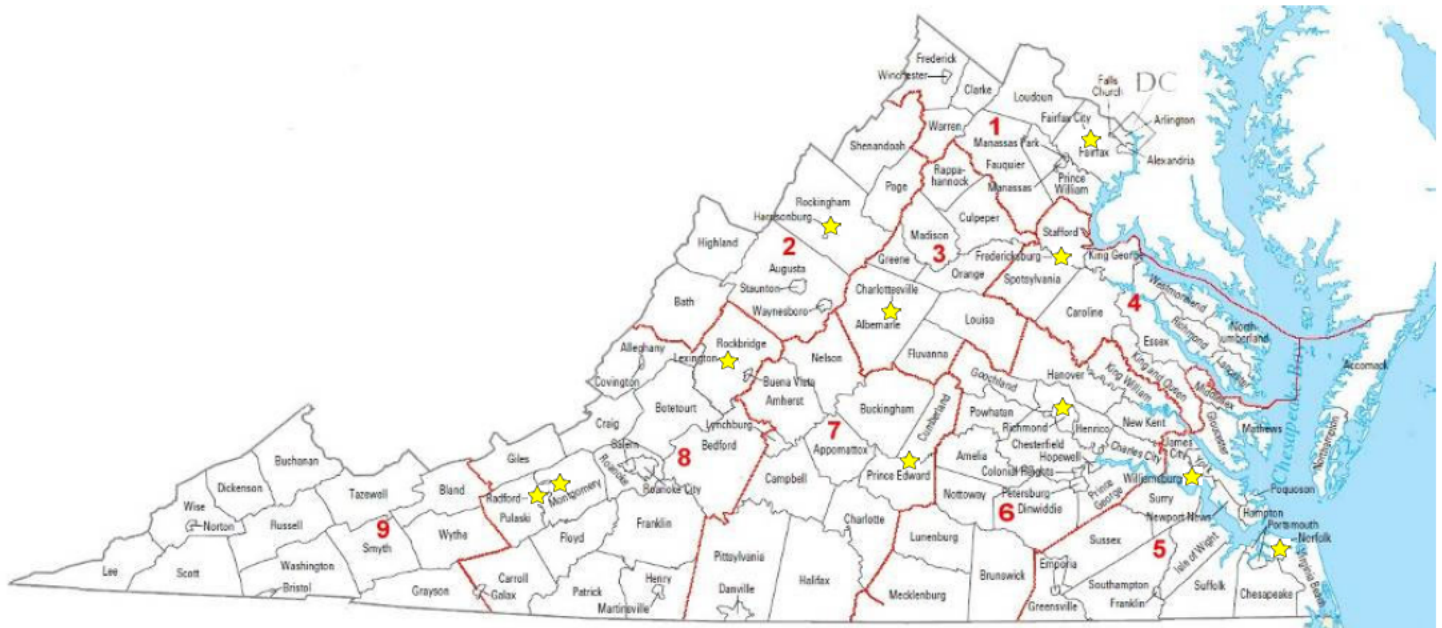
Signature: _____

Signature: _____

Date: _____

Date: _____

Attachment C – ZONE MAP



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

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> Christopher Newport University (Hampton) College of William and Mary (Williamsburg) Old Dominion University (Norfolk) Norfolk State University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u>

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.

Attachment D – 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.

<p>Qualifications: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.</p>	
<p>Vendor's Primary Contact:</p>	
<p>NAME:</p>	<p>PHONE:</p>
<p>Year's in Business: Indicate the length of time you have been in business providing this type of good or service:</p>	
<p>YEARS:</p>	<p>MONTHS:</p>
<p>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.</p>	

Company:	Contact:
<p>Phone: ()</p> <p>Fax: ()</p>	Email:
Project:	
Dates of Service:	\$ Value:

Company:	Contact:
<p>Phone: ()</p> <p>Fax: ()</p>	Email:
Project:	
Dates of Service:	\$ Value:

VENDOR DATA SHEET

Company:	Contact:
Phone: () Fax: ()	Email:
Project:	
Dates of Service:	\$ Value:
Company:	Contact:
Phone: () Fax: ()	Email:
Project:	
Dates of Service:	\$ Value:

I certify the accuracy of this information.

Signed: _____

Title: _____

Date: _____

Attachment E – Pricing Schedule

Equipment Rental Rates

<u>Item</u>	<u>Description</u>	<u>Regular Time Rental Cost Per Hour</u>	<u>Overtime Rental Cost Per Hour</u>
1.	Motor Grader with Operator	\$	\$
2.	Track Loader with Operator	\$	\$
3.	Rubber Tire Loader with Operator	\$	\$
4.	Track Dozer with Operator	\$	\$
5.	Rubber Tire Backhoe with Operator	\$	\$
6.	Mini Excavator/Track Hoe with Operator	\$	\$
7.	Medium Excavator/Track Hoe with Operator	\$	\$
8.	Large Excavator/Track Hoe with Operator	\$	\$
9.	Track Skid Steer with Operator	\$	\$
10.	Rubber Tire Skid Steer with Operator	\$	\$
11.	Vibrating Roller with Operator	\$	\$
12.	Tandem Axle Dump Truck with Operator	\$	\$
13.	Water Truck with Operator	\$	\$

Labor Rates

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

<u>Item</u>	<u>Description</u>	<u>Regular Time Labor Rates Per Hour</u>	<u>Overtime Labor Rates Per Hour</u>
1.	Supervisor Labor (onsite supervision, planning, site visits to ensure projects are on track, etc.)	\$	\$
2.	Foreman Labor (typically the equipment operator, however, additional labor hours could be for onsite supervision, site layout, utility location, retaining walls, finishing work, detail site work, hand work/digging, etc.)	\$	\$

3.	Helper Labor (assist foreman, finishing work, detail site work, hand work/digging, etc.)	\$	\$
4.	Other (please specify title)	\$	\$
5.	Other (please specify title)	\$	\$
6.	Other (please specify title)	\$	\$

***Note:**

1. Pricing of any of the above labor or equipment will include at least one support truck (total, not with each unit) on campus at all times with listed equipment. It is the intention of the University for the Contractor to be self-supporting in the completion of assigned work.
2. Pricing for all equipment will include the operator and all additional personnel will be billed at the hourly rates listed in the pricing schedule.
3. Any additional charges deemed necessary to complete work, including but not limited to Subcontractor costs, scaffolding and rental of aerial lifts or other equipment, may be included in the written estimate and must be clearly identified and at the Contractor's actual cost.



Addendum Number 1

Date:

Reference Request For Proposal Number:	R24-008
Commodity:	Grading, Excavating and Site Work Services
Dated	January 22, 2025
For Delivery To:	Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142
Proposal Due Date/Time:	February 12, 2025

The above is hereby amended as follows:

Attachments:

1. The attendance list from the Preproposal Conference is attached hereto.
2. The Preproposal Conference slide deck is attached hereto.
3. The link for the eVA VBO vendor submission process as discussed in the Preproposal Conference is as follows:
<https://imlive.s3.amazonaws.com/Virginia/ID160909487110567326587844859691774741297/Submitting%20Electronic%20Response%20to%20RFP.pdf>

Questions received during Preproposal Conference:

1. **Question:** Page 10 of the RFP, 11.B., indicates that selection shall be awarded to two or more vendors. How does that work with work projects and assignments?

Response: The Award clause, Section 11.B., details the process of determining an award. Two or more Offerors, that are fully qualified and best suited based on the evaluation criteria, including cost, will advance to the Negotiation phase of the process. Price is considered but it is not the only determining factor. After the university has negotiated with each Offeror, Radford University selects the Offeror which, in its opinion, has made the best proposal, and a contract shall be awarded to that Offeror. **Radford University reserves the right to award multiple contracts as a result of this solicitation.**

2. **Question:** When will this be made available so that I can go back and listen to everything because it was very difficult for me to hear?

Response: We will post the addendum February 5, 2025.

3. **Question:** When does this contract start?

Response: March 1, 2025.

Questions received via e-mail:

1. **Question:** Can you please send the site plans and scope of work?

Response: The university seeks to establish contracts with vendors to streamline the bidding process for future projects. When a project arises, we request quotes or bids from these vendors based on the specific site requirements and project plans. The purpose of this solicitation is to create a pool of prequalified contractors capable of providing these services to the university on an as-needed basis. This approach ensures efficiency, quality, and consistency in the execution of projects

2. **Question:** Previous Awardee(s) information for the contract this solicitation is replacing.

Response: H.T. Bowling, Inc.

3. **Question:** What is the dollar amount and number of projects placed through the current contract?

Response: As these services are used on an on-demand basis, it is difficult to provide an exact number of projects completed by the vendor. Spend data is as follows:

FY	Spend	# of invoices processed
20	\$461,000.21	69
21	\$480,091.88	78
22	\$216,204.50	58
23	\$104,746.75	18
24	\$69,853.92	16
25	\$75,410.54	8

4. **Question:** If the university does award to multiple offerors, how will each task order be assigned? Will the awarded contractor bid each task order or will the task orders be issued on a rotating basis?

Response: See Response for question 1.

Pre-Proposal Conference: R24-008 Grading, Excavating & Site Services



Radford
UNIVERSITY

All questions or concerns should be addressed to:

Procurement Officer:

Sheryl S. Sullivan
PO Box 6885
Radford, VA 24142-6885
Phone: (540)831-6106
Email: sssullivan@Radford.edu



Purpose of RFP:



- Radford is seeking to establish a term contract for Grading, Excavating and Site Services.
- Term of Contract: The initial term will be one (1) year, with four (4) additional one-year renewals available (five years total).
- Radford University currently utilizes a term contract for grading, excavating and site services on as needed basis.
- The approximate annual spend for these services is \$250,000.

Important Dates:



Radford
UNIVERSITY

- January 29, 2025 by 3:00 PM: Deadline to submit Requests for Information (RFI), submitted in writing to [sssullivan@Radford.edu].
- February 5, 2025 by 4:30 PM: Deadline to post Addendum in eVA in response to all RFI's received.
- February 12, 2025 by 3:00 PM: SEALED proposals must be received by Procurement & Contracts no later than 3:00 PM. Late proposals will not be accepted.
- Radford University Procurement and Contracts Business Hours are M-F, 8:00 AM – 4:30 PM





E-Virginia Electronic Procurement System:



Radford
UNIVERSITY

- Radford utilizes eVA for all our business transactions.
- Vendors must be registered with eVA to do business with Radford University.
- Vendors can register with eVA at:
<https://eva.virginia.gov/register-now.html>.
- If you have any questions/concerns about registration, you may contact me or reach out to the eVA Customer Care team:
eVACustomerCare@DGS.Virginia.gov.

VASCUPP Cooperative Contract:



- Radford is making this contract cooperative.
- Participation with other schools is strictly voluntary.
- Attachment C is the Zone Map and shows all the VASCUPP schools and their Zones. Radford University is in Zone 8.
- If you wish to have pricing considered for multiple Zones, please submit a separate pricing sheet for each Zone, and clearly indicate which Zones you are pricing.

Statement of Needs:



Contractor to provide all labor, tools, materials, equipment, insurance, licenses, staff & supervision required for the completion of all work as specified.

COMPLIANCE: All materials and application work shall be in strict compliance with all current applicable codes, standards and specifications and any future codes, which may become applicable during the term of this contract.

REQUIREMENTS:

- Extensive experience with all grading and excavating equipment in the RFP
- Contractor should be an excavation project superintendent, capable of supervising their employees to provide the required work, all operators should have all licenses, certifications and necessary training for operating the required equipment.
- Contractor must be licensed, and in good standing as a “CLASS A CONTRACTOR” through DPOR
- Contractor will provide all labor, equipment, fuel and transportation required for operation of the equipment listed in Section 9.B.2., to conduct grading, excavation, and site services on an as needed basis.

Statement of Needs:



- Contractor should be capable of providing multiple operators and equipment for larger projects.
- The Contractor will be responsible for verifying with the university, the location of existing underground utilities. The University prefers the use of “Miss Utility” for grading work, and the University may request copies of valid tickets.
- The contractor should ensure the protection of utilities that are to remain in place during earthwork operations.
- The Contractor should notify the University immediately of any uncharted/incorrectly charted piping or other utilities discovered during excavations.

Statement of Needs cont'd:



PERSONNEL: Contractor should provide sufficient staffing to efficiently manage the work as specified in Statement of Needs.

- Contractor employees used for the performance of work should be properly trained and qualified for this type of work.
- The University reserves the right to refuse to accept services from any contractor employee deemed unqualified/unable to perform the assigned work, and the University may request documentation of experience from any contractor employee working on campus.
- Contractor should provide and regularly maintain a list of staff and their classifications that will work under this contract.

WORK SCHEDULES AND PROCEDURES:

- University work hours are 8 AM to 5 PM, Monday – Friday, except holidays (with the exception for emergency situations), and unless required by the Director of Facilities Management, University and/or designee for work after 5:00 p.m. and on Saturday and Sunday, or holidays, if necessary to complete project, work will be paid at the overtime hourly rate.
 - Emergencies: Services may be required on an emergency basis, such as water main breaks, snow removal, utility disruptions, etc. The University determines if the service call is an emergency, not the contractor, and the university may require immediate mobilization. Emergency work will be paid at the overtime hourly rate.

Statement of Needs cont'd:



- Time Reports: Contractor should be prepared to provide a daily time report for work performed as specified. Time reports must be approved by the University representative before invoicing.
- Minimum Labor Charges: Minimum labor charges may only be allowed for work outside of the normal work schedule (i.e. emergencies/overtime). Labor charges should not exceed 2 hours daily and should only be applied for all work performed, not by individual projects.
- Inclement Weather: The university may cancel scheduled equipment, without cost, before work has begun.

SAFETY PRECAUTIONS: The contractor shall comply with the rules and regulations of OSHA and the Department of Labor. The contractor is responsible for the safety, efficiency, and suitability of the work site, equipment, methods, and any damage resulting from improper construction, maintenance, or operations.

UNIFORMS: All contractor employees shall wear uniforms or other appropriate Owner approved attire at all times to designate Company affiliation.

Statement of Needs Cont'd:



DUTY TO PROTECT PROPERTY: The Contractor shall continuously maintain adequate protection of their work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work. The Contractor shall make good any such damage (paint, concrete or brick errantly removed), injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by the Owner.

WORK ESTIMATES:

- The contractor should respond to request for estimates within 5 business days of request at no cost to the University, unless otherwise agreed upon by the Contract Administrator. The estimate should include the required labor and equipment hours to perform the work as specified. The University will provide written authorization before proceeding with work.
- Any additional charges deemed necessary to complete work, including but not limited to, subcontractor costs, scaffolding, rental/lifts/other equipment, may be included in the written estimate and must be clearly identified and at the Contractor's actual cost.

Statement of Needs Cont'd:



- The University reserves the right to obtain other estimates if the Contractor's estimate is deemed not to be reasonable. The Contractor may be asked to review an estimate and resubmit. If the revised estimate is still considered unreasonable, the University reserves the right to solicit a project and contract with an offeror that meets the University's budget requirements.

PARKING POLICY: All Contractors' vehicles parked on the University campus must be registered with the University Parking Services and display a valid parking pass. Vehicles parked on campus without a pass is subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas occupied by pedestrians is prohibited. Refer to Section 9.I. for further parking details.

TURF PASS: Turf passes will be provided to the Contractor by Facilities when they are required. The Contractor will work with the Contract Administrator to obtain a turf pass when appropriate.

Proposals must include:



Pay close attention to Section 10. Specific Requirements

- Detailed plan for providing the services as described in the RFP
 - Specific services proposed
 - All requested certifications, reporting documentation, and licensure
 - Identify codes, regulations, and standards of practice and recommended practices
 - List of equipment to be used in the performance of work
 - Plan for increasing the workforce to meet demands
- Qualifications and experience
- References (provide at least 4) – Complete Attachment D
- Pricing Schedule – Complete Attachment E
- SWaM certification/SWaM utilization plan for use of SWaM businesses

Selection Criteria and Award:



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.	30%
3	Specific plans or methodology to be used to provide the products/services.	20%
4	Financial (Cost)	10%
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	TOTAL	100%

Submission of Proposal:



Radford University now has three options for submitting a proposal:

<u>In Person</u>	<u>Mail or Courier</u>	<u>Electronically through eVA</u>
<p><u>Deliver proposal to:</u> Radford University David E. Armstrong Complex 501 Stockton Street Radford, VA 24142</p>	<p><u>Mailing Address:</u> Radford University Procurement and Contracts PO Box 6885 Radford, VA 24142-6885</p>	<p><u>Electronic Submissions:</u> A PDF of your proposal may be submitted through eVA's Virginia Business Opportunities (<u>VBO</u>) site. See Attachment F for more details.</p>

In Person or Mail/Courier Proposal Submission Process



IN PERSON or MAIL/COURIER RFP Responses: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include.

- **One (1) original paper copy of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS.**
- **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS.**
- 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 USB/Flash Drive should be marked ***“Redacted Copy.”***

In Person or Mail/Courier Proposal Submission Process Cont'd



- If you mail your proposal, place your proposal in a sealed envelope inside the delivery envelope. Include this information on the outside of the sealed Proposal (also included in Attachment A, Section II):

From

Name of Offeror	Due Date	Time Due
Street or Box Number	Solicitation Number	
City, State, Zip Code	Solicitation Title	

Name of Procurement Officer: _____

In Person or Mail/Courier Proposal Submission Process Cont'd



- The mailing address for proposal submission is:

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

- Allow plenty of time when mailing. All mail goes to the Post Office on campus, which is then picked up and delivered to the University Warehouse. It can take time to get delivered to Procurement. Late proposals will not be accepted or considered.

Electronic Proposal Submission Process:

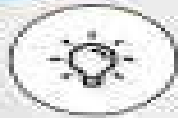


ELECTRONIC SUBMISSION via eVA VBO RFP Responses: In order to be considered for selection, Offerors shall submit a complete response to this RFP. Use of electronic submission REQUIRES registration as an eVA vendor. If you wish to submit electronically and are not already a registered vendor with eVA, we encourage you to get registration completed well in advance of the deadline outlined in the solicitation.

***IMPORTANT* On the date and time indicated for proposal submission within the solicitation, eVA will no longer allow submissions from vendors.**

The University is not responsible for delays, miscommunications, or transmission errors that may occur during the electronic submission process. This includes but is not limited to issues related to internet connectivity, email servers, or other technical malfunctions.

Electronic Proposal Submission Process Cont'd:



Tips for submitting the bid/proposal:

01

Read the solicitation in its entirety, including attachments, before submitting your response. This includes reviewing each tab of the solicitation located on the left navigation menu.

02

Follow all instructions for responding to the solicitation.

03

If you have a specific question about the opportunity, please contact the buyer listed on the solicitation.

Electronic Proposal Submission Process Cont'd:



ELECTRONIC SUBMISSION via eVA VBO RFP Responses: Vendor will upload the following:

- **One (1) electronic copy** in WORD format or searchable PDF of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS.**
- Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF of the entire document **INCLUSIVE OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.** This file should be clearly labeled or marked ***“Redacted Copy.”***

Submission of Proposal cont'd:



Radford
UNIVERSITY

- Return all requested documents with your proposal Complete and sign pages 3 & 4 of the RFP.
 - Complete and sign Vendor Data Sheet (Attachment D)
 - Complete Pricing Schedule (Attachment E) for the services provided by your company
- Carefully review all documents to be returned and confirm all documents have been completed and signed before submission. Failure to sign documents can result in the proposal being deemed disqualified/non-responsive.
- Ensure you include requested license numbers (either DPOR/State Corp. Commission) where requested. This information will be verified after the proposal deadline has passed.
 - Licensing should be in good standing. Radford cannot award a contract to a vendor not properly licensed to do business in Virginia.



Review the Terms and Conditions

- Terms and Conditions (Attachment A)
- General Terms & Conditions - Mandatory and standard in every state issued solicitation.
- Additional Terms & Conditions - Specific to Radford University's business practices.
- Special Terms & Conditions – Contract specific to Radford solicited services.

Be sure to read and understand the terms and conditions relative with the contract and address any questions you may have before the deadline date for RFI.

Questions?



Radford
UNIVERSITY



OPTIONAL PRE-PROPOSAL CONFERENCE

RFP #: R24-008	FACILITATOR	CONFERENCE DATE	LOCATION
Title: Grading, Excavating & Site Work Services	Sheryl Sullivan	January 22, 2025	Armstrong #231

NO	NAME	COMPANY	PHONE	EMAIL
1	Sheryl Sullivan <i>SS</i>	Radford University	540-831-6106	sssullivan@radford.edu
2	Kate Dicken <i>KD</i>	Radford University	540-831-5090	kdicken@radford.edu
3	Jennifer Hendrix <i>JH</i>	Radford University	540-831-6491	jhendrix7@radford.edu
4	Andrea McClure <i>AM</i>	Radford University	540-831-7803	aemclure@radford.edu
5	<i>Kew Bowling</i>	<i>H.T. Bowling Inc</i>	<i>540-659-9621</i>	<i>ksbehtbowling.com</i>
6	<i>Chris Shelton</i>	<i>Radford University</i>	<i># 7739</i>	<i>cshelton19@radford.edu</i>
7	<i>Michael Clark</i>	<i>Radford Un.</i>	<i>540-762-0623</i>	<i>dclark70@radford.edu</i>
8				
9				
10				
11				
12				
13				

R24-008 Grading, Excavating and Site Services - Pre-Proposal Zoom Attendee
January 22, 2025 @ 3:00 PM

Name	Email	Join time	Organization
Vince Duobinis	vduobinis@mullerec.com	1/22/2025 14:44	Muller



REQUEST FOR PROPOSAL #R24-008

GRADING, EXCAVATING, AND SITE SERVICES

JANUARY 9, 2025

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 # R24-008**

GENERAL INFORMATION FORM

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

Name: Sheryl S. Sullivan
Phone: (540) 831-6106
Email: sssullivan@radford.edu.

Written questions to be submitted via email no later than: **January 29, 2025 by 3:00 PM Eastern Standard Time (hereinafter EST)**

PROPOSAL DUE DATE AND TIME: Proposals will be received until **February 12, 2025**, up to and including **3:00 PM**. Email and fax responses will not be accepted.

In Person*

Mail or Courier*

Electronically through eVA

Deliver proposal to:

Radford University
David E. Armstrong Complex
501 Stockton Street
Radford, VA 24142

Mailing Address:

Radford University
Procurement and Contracts
PO Box 6885
Radford, VA 24142-6885

Electronic Submissions:

A PDF of your proposal may be submitted through eVA's Virginia Business Opportunities ([VBO](#)) site. See **Attachment F** for more details.

* Identify the envelope package as instructed in **Attachment A – Terms and Conditions**.

BUSINESS HOURS: Radford University's Procurement and Contracts Department is open Monday through Friday from 8:00 AM to 4:30 PM EST.

LATE PROPOSAL RECEIPT:

In-Person or Mail/Courier Delivery:

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 In-Person and Mail/Couriered 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 after the date and time designated herein 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.

For Electronic Submission through eVA:

To be considered for selection, proposals must be submitted through the eVA Electronic Submission process by the date and time identified herein. *In order to submit an electronic proposal, the Vendor MUST BE properly registered with eVA.* Registration may be accomplished through this site: <https://eva.virginia.gov/register-now.html>. It is strongly encouraged that registration be completed well in advance of the submission deadline to avoid any delays in the process. Upon successful submission, the Contractor will receive confirmation of submission through eVA. Radford University will not confirm receipt of the proposal. For a tutorial on how to view and respond to a solicitation, visit: <https://www.youtube.com/watch?v=KSxcAkOekW0>. The University is not responsible for delays, miscommunications, or transmission errors that may occur during the electronic submission process. This includes but is not limited to issues related to internet connectivity, email servers, or other technical malfunctions. It is the sole responsibility of the Offeror to ensure the proposal is submitted on time.

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 at the same time on 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.

OPTIONAL PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on **January 22, 2025** See Section (13) for additional information.

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

RFP # R24-008 Grading, Excavating, and Site Services

Page 2 of 24

your assigned SBSB certification number. For assistance with SWaM certification, visit the SBSB 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 is 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.

Information Requested	Vendor Response (Please write or fill in legibly)
FULL LEGAL NAME OF BUSINESS: (Please print the company name as it appears with your Federal Taxpayer Identification Number)	H. T. BOWLING, INC.
FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN):	[REDACTED]
BUSINESS NAME / DBA NAME/ TA NAME: (If different than the Full Legal Name)	
BILLING NAME: (Company name as it appears on your invoice)	H. T. BOWLING, INC.
PAYMENT ADDRESS:	6629 Hickman Cemetery Rd., Radford, VA. 24141
CONTACT NAME:	Cathy H. Smith
CONTACT TITLE:	Secretary
EMAIL:	chs@htbowling.com
TELEPHONE NUMBER:	540.639.9621
TOLL FREE TELEPHONE NUMBER:	
EVA VENDOR ID NUMBER:	VA10054034
VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER:	01174739

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:

A handwritten signature in black ink, appearing to be "K. A. B.", written over a horizontal line.

DATE: 2/12/25

pe text
here

1. **PURPOSE:**

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for Grading, Excavating and Site Services 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 term of this contract is for one year, or as negotiated. There will be an option for four additional one-year renewals, or as mutually negotiated.

4. **BACKGROUND**

Radford University Background:

Radford University is a comprehensive public university of 7,718 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 some 1,000 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. Radford University joins several other institutions in offering degree programs and continuing education opportunities at the Roanoke Higher Education Center in Roanoke, the Southwest Virginia Higher Education Center in Abingdon and flexible online offerings through its virtual campus.

Specific Background: Radford University currently utilizes a term contract for grading, excavating and site services on an as needed basis. The University's average spend over the past five-year period is approximately \$250,000 annually.

5. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:** The eVA internet electronic procurement solution, web site portal eva.virginia.gov, streamlines and automates government purchasing activities within the Commonwealth. 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 participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration as a **self-registered** vendor.

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 eva.virginia.gov/get-help-customer-care.html

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. 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 Landscape Superintendent.

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

9. **STATEMENT OF NEEDS:** The contractor should be prepared to provide to provide all labor, tools, materials, equipment, insurance, licenses, staff and supervision to provide Grading, Excavating and Site Services to Radford University as stated herein.

A. **COMPLIANCE:** All materials and application work shall be in strict compliance with all currently applicable codes, standards and specifications and any future codes, standards and specifications which may become applicable during the term of this contract.

B. **REQUIREMENTS:** The operator should have extensive experience with all grading and excavating equipment listed herein. The Operator should be an excavation project superintendent capable of supervising Contractor employees to provide the required labor. The Operator should have all licenses, certifications and training required for operating the required equipment.

1. The contractor must be licensed, in good standing, through the Virginia Department of Professional and Occupational Regulation (DPOR) as a "CLASS A CONTRACTOR" as required under Title 54.1-1100, Code of Virginia (1950), as amended.
2. The Contractor will provide all labor, equipment, fuel and transportation required for operation of the equipment listed below to conduct grading, excavation, and site services on an as needed basis, to include but not limited to:

Equipment	Minimum Weight	Minimum Horsepower	Other Specifications
Motor Grader	35,000	150	Minimum 12' Blade
Track Loader	35,000	150	Minimum 3yd Bucket
Rubber Tire Loader	28,000	150	Minimum 3yd Bucket
Track Dozer	15,000	75	
Rubber Tire Backhoe	17,000	75	Minimum 3yd Bucket
Mini Excavator/Track Hoe	3,700	17	Digging and Finishing Bucket
Medium Excavator/Track Hoe	8,000	40	Digging and Finishing Bucket
Large Excavator/Track Hoe	39,000	117	Breaker Bit available upon Request
Track Ski Steer	3,800	70	Minimum 1.5yd Bucket
Rubber Tire Skid Steer	3,200	65	Minimum 1.5yd Bucket
Vibrating Roller	16,000	100	
Tandem Axle Dump Truck	Minimum 10 cubic yards for hauling various items such as concrete, demo debris, soil, gravel, etc.		
Water Truck	4,000-gallon capacity, with jets/nozzles on front and back with a minimum 70 psi		

3. The Contractor should be capable of providing multiple operators and equipment for larger projects.
4. The contractor will be responsible for verifying with the University the location of existing underground utilities in area of work. The University prefers the use of "Miss Utility" tickets for grading work. The University reserves the right to request copies of valid Miss Utility tickets, or other such verification as deemed appropriate. If utilities are to remain in place, the contractor should be prepared to provide adequate protection during earthwork operations. In the event the Contractor encounters uncharted or incorrectly charted piping or other utilities during excavation, the University should be notified immediately.

C. **PERSONNEL:** The Contractor is to provide sufficient personnel to ensure the work as specified in the Statement of Needs can be met efficiently. All Contractor employees used for the performance of this work should be properly trained and qualified for this type of work. The University reserves the right to refuse to accept services from any personnel deemed unqualified or otherwise unable to perform the assigned work. The Contractor should provide and update regularly, a list

of all personnel performing work under this contract with classifications listed. The University reserves the right to request documentation of experience from any personnel working on campus.

rell

- D. **WORK SCHEDULES AND PROCEDURES:** Work performed under this contract will be performed during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays (except for emergency situations), and unless otherwise required by the Director of Facilities Management, Radford University and/or designee to work after 5:00 p.m. and on Saturday and Sunday or holidays, if necessary to complete work (Overtime Hours).
1. **Emergencies:** Services may also be required on an emergency basis, such as water main breaks, snow removal, utility disruption, etc. The University, not the Contractor, will determine if a service call is an emergency, and the University may require immediate mobilization. Emergency work will be paid at the overtime hourly rate.
 2. **Time Reports:** The Contractor should be prepared to provide a daily time report for work performed as specified. Time reports must be approved by the University representative before invoicing.
 3. **Minimum Labor Charges:** Minimum labor charges may only be allowed for work performed outside of the normal work schedule as defined herein (i.e. emergencies, overtime). The minimum labor charges shall not exceed two hours daily and should be applied for all work performed, not by individual projects.
 4. **Inclement weather:** In the event of inclement weather, the university reserves the right to cancel the work without cost, before the commencement of work.
- E. **SAFETY PRECAUTIONS:** The contractor is expected to comply with the rules and regulations of OSHA and the Department of Labor. The contractor alone is responsible for the safety, efficiency, and adequacy of the work site, equipment, methods, and any damage that may result from improper construction, maintenance, or operations.
- F. **UNIFORMS:** All employees of the Contractor shall wear uniforms or other appropriate Owner approved attire at all times to designate their affiliation with the Contractor.
- G. **DUTY TO PROTECT PROPERTY:** The Contractor shall continuously maintain adequate protection of his work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work. The Contractor shall make good any such damage (paint, stickers, concrete or brick errantly removed), injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by the Owner.
- H. **WORK ESTIMATES:**
1. The contractor should provide estimates when requested within five business days of the request at no cost to the university, unless otherwise agreed upon by the Contract Administrator. The estimate should include the required labor and equipment hours to perform the work as specified. The University will provide written authorization before proceeding with work.
 2. Any additional charges deemed necessary to complete work, including but not limited to, subcontractor costs, scaffolding, rental or lifts, or other equipment, may be included in the written estimate and must be clearly identified and at the Contractor's actual cost.
 3. The University reserves the right to obtain other estimates if the Contractor's estimate is deemed not to be reasonable. The Contractor may be asked to review an estimate and resubmit. If the revised estimate is still considered to be unreasonable, the University reserves the right to solicit a project and contract with an offeror that meets the University's budget requirements.
- I. **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 Radford Parking. 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.

J. **TURF PASS:** Turf passes will be provided to the Contractor by Facilities when they are required. The Contractor will work with the Contract Administrator to obtain a turf pass when appropriate.

10. **SPECIFIC REQUIREMENTS:** The contractor shall furnish all labor, tools, materials, equipment, staff and supervision to provide Grading, Excavating and Site Services to Radford University as stated herein.

A. **Plan for Providing Services:** Provide your plan for providing Grading, Excavating and Site Services for Radford University. Offeror should provide information addressing all requirements as stated in the Statement of Needs above to include:

1. A description of what specific services the Offeror proposes to provide, the required staffing, when services shall be performed, by whom, and the anticipated time durations for typical services.
2. A description of any reports, certifications, or deliverables in the performance of the work included in this solicitation. Please include copies of all standard certifications, business licenses, resumes of key employees, organizational chart, individual qualification and duties, reports, sample receipts, and tracking tools.
3. Identify a projected timeline for delivery of services relative to the award date of the contract.
4. List of service equipment to be used by the Contractor in the performance of work included in this solicitation.

B. **Experience and Qualifications:** Please provide a written narrative outlining the experience of the firm in providing the services described.

1. Experience of firm in providing services described herein.

C. **Pricing:** Please fully complete Attachment E with pricing as indicated in Section 9. above. The rates provided must be "fully burdened" to include any ancillary expenses associated with the project performance. Transportation, travel time, soft costs or other expenses will not be paid for separately. These must be inclusive rates.

1. Any pricing for hourly rates as listed on Attachment E shall be paid for productive hours at the job site, unless otherwise authorized by the Contract Administrator. No payment per hourly rate will be made for travel, lunch breaks, or other extended breaks.

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 SBSB website at <http://www.sbsd.virginia.gov>.

11. SELECTION CRITERIA AND AWARD

A. **Selection Criteria:**

Proposals will be evaluated by Radford University using the following weighted evaluation criteria.

FFFEbruary

	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.	30%
3	Specific plans or methodology to be used to provide the products/services.	20%
4	Financial (Cost)	10%
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	TOTAL	100%

B. **Award:** 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 criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers 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 Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Radford University may cancel this Request for Proposal or reject proposals at any time prior to award. Should Radford University determine in writing and in its sole discretion that only one Offeror has made the best proposal 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. **Radford University reserves the right to award multiple contracts as a result of this solicitation.**

12. PROPOSAL PREPARATION AND SUBMISSION:

A. **GENERAL INSTRUCTIONS:** Response shall be submitted in one of the following ways:

In Person*

Mail or Courier*

Electronically through eVA

Deliver proposal to:

Radford University
David E. Armstrong Complex
501 Stockton Street
Radford, VA 24142

Mailing Address:

Radford University
Procurement and Contracts
PO Box 6885
Radford, VA 24142-6885

Electronic Submissions:

A PDF of your proposal may be submitted through eVA's Virginia Business Opportunities ([VBO](#)) site. See **Attachment F** for more details.

* **Identify the envelope/package as instructed in Attachment A – Terms and Conditions**

No other distribution of the proposal shall be made by the Offeror.

1. **IN PERSON or MAIL/COURIER RFP Responses:** In order to be considered for selection, Offerors shall submit 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** 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 USB/Flash Drive should be marked **“Redacted Copy.”**
2. **ELECTRONIC SUBMISSION via eVA VBO RFP Responses:** In order to be considered for selection, Offerors shall submit a complete response to this RFP to include. A brief tutorial on how to submit a response through eVA VBO can be found here: [eVA VBO Electronic Submission](#).
 - a. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 12.A.2.b. below.
 - b. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF of the entire document **INCLUSIVE OF ALL ATTACHMENTS**. **All identified proprietary information should be blacked out**. This file should be clearly labeled or marked **“Redacted Copy.”**

B. PROPOSAL PREPARATION:

1. **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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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 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.

7. **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 held **January 22, 2025, at 3:00 PM (EST)** in the Procurement and Contracts Conference Room #231 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.

IN PERSON ATTENDANCE:

For those who wish to attend in person, you may do so by coming to the Armstrong Complex, Conference Room #231. The street address is 501 Stockton Street, Radford, VA 24142.

ZOOM ATTENDANCE (Registration is required):

You are invited to a Zoom meeting.

When: January 22, 2025, at 3:00 PM (EST)

Register in advance for this meeting:

https://radford.zoom.us/meeting/register/ecC6iByPRnC_ckNuNECzVQ

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

- 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.

Attendance at the conference can be either in person or via teleconference

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 terms and conditions. See **Attachment A**.
18. **ATTACHMENTS:**

Informational:

- Attachment A – Terms and Conditions
- Attachment B – Sample of Standard Contract Form
- Attachment C – Zone Map for Cooperative Contracts
- Attachment F – Virginia Business Opportunities Information

To be returned with proposals:

- Attachment D – Vendor Data Sheet (References)
- Attachment E – Pricing Schedule

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 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 follows:

From

H. T. BOWLING, INC.	2/12/25	3:00 PM
Name of Offeror	Due Date	Time Due
6629 Hickman Cemetery Rd., Radford, VA. 24141	RFP # 24-008	
Street or Box Number	Solicitation Number	
Radford, VA. 24141	Grading, Excavating, and Site Services	
City, State, Zip Code	Solicitation Title	

Name of Procurement Officer:

Sheryl S. Sullivan

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: Procurement Officers Name
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142

F22

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.

III. SPECIAL TERMS AND CONDITIONS:

1. **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.
2. **ASBESTOS:** The Contractor is contracted by Radford University to perform work in buildings where asbestos-containing materials (ACM) may be located. The Contractor will be informed by the Radford University project coordinator/manager of the location of suspect and known ACM in the work area(s) to which the Contractor is assigned. The Contractor shall under no circumstances damage or disturb suspect or known ACMs unless they have been specially retained to perform this work as a part of the Contract and are legally qualified to perform this work. The Contractor shall provide his/her employees asbestos awareness and other training or activities required by 29 CFR 1926.1101 for the safe performance of their work. The Contractor shall submit to Radford University Facility Management for review and approval his written work practices, precautions, procedures, and engineering controls to be used during work that disturbs ACM prior to commencement of this work. Work will not proceed until the proposed work practices have been approved by Facility Management.
3. **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.
4. **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 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 his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. 2701009500 Specialty H/H
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the Offeror shall fail to provide this information on his 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, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered.

5. **CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded prior to the Contractor's employees gaining access to the Radford University Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Radford University campus. Contractor shall ensure subcontractors conduct similar background checks. Radford University reserves the right to audit a Contractor's background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Radford University campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Radford University Contract Administrator within 5 days. If at any time during the term of the contract Radford University discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the Contractor shall remove that employee's access to the Radford University campus, unless Radford University consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the Contract.
6. **INSPECTION OF JOB SITE:** The contractor acknowledges that the nature of these services requires an inspection of the job site and an understanding of the conditions in which the work must be accomplished. Claims resulting from a failure to properly inspect the job site will not be considered by Radford University.
7. **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.

8. **LEAD:** The Contractor is contracted by Radford University to perform work in buildings where lead-containing materials such as lead-based paint may be located. Work performed under this Contract may impact these lead materials (for example, during building renovations), but does not include lead abatement or de-leading operations. The Contractor will be informed by Radford University project coordinator/manager of the location of suspect and known lead containing materials in the work area(s) to which the Contractor is assigned. The Contractor shall provide all training and equipment required by §29 CFR 1926.62 for the safe performance of the work. The Contractor may not perform de-leading or lead abatement unless they hold a valid Virginia Lead Contractor license and have been specifically retained to perform this work as a part of the contract. The Contractor shall submit to Radford University Facilities Management Department for review and approval his written Lead Work Plan which outlines work practices, precautions, procedures, and engineering controls to be used during work that disturbs lead prior to commencement of this work. Work will not proceed until the Lead Work Plan has been approved by Radford University Facilities Management.
9. **LICENSE/REGISTRATION:** The contractor shall possess and maintain through the period of the contract performance, all licenses required by Federal or Commonwealth of Virginia Laws or Regulations for the performance of any and all work required by this contract. Contractor shall provide written proof of licensing/registration when requested by the University.

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. **PERFORMANCE AND PAYMENT BONDS:** From time to time, the University may require services that would warrant the request for a Performance and Payment Bond. Upon request from the University, the Contractor shall deliver to the Contract Officer an executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the Contract amount, with Radford University as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the Contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Radford University Procurement Department. Standard bond forms will be provided by the Radford University Procurement Department prior to or at the time of award.
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. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University for a period of FOUR (4) one-year periods, or as negotiated, only under the terms and conditions of the original Contract except as stated in 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 days) prior to the expiration date of each Contract period.
 - 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, or three percent (3%), whichever is less, for all renewal periods under the contract.
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. **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.
16. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided, once an award is announced, all proposals submitted to this RFP 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.
17. **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.

February

Attachment B

SAMPLE CONTRACT FORM

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

**RADFORD
UNIVERSITY**

STANDARD CONTRACT

Contract Number: **RUxxxxx**

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

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

This signed Radford University Standard Contract. Document;

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

Contractor's Proposal signed and dated _____

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

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

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

CONTRACTOR:

Print Name: _____

Title: _____

Signature: _____

Date: _____

RADFORD UNIVERSITY

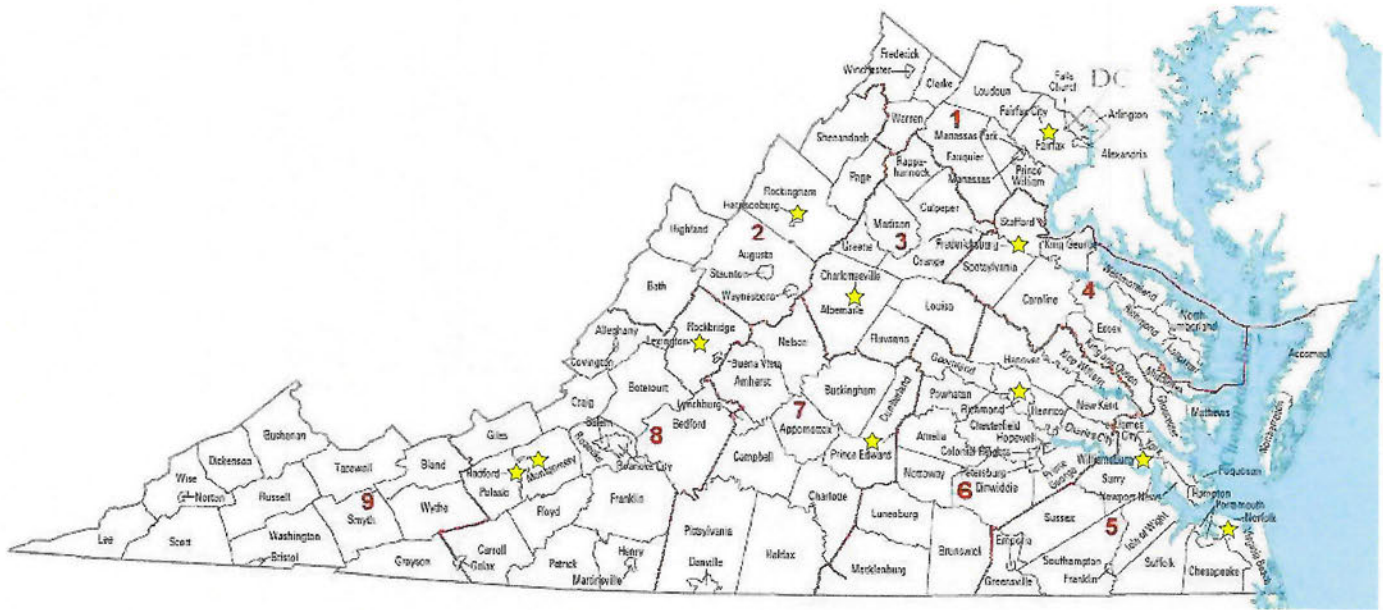
Print Name: _____

Title: _____

Signature: _____

Date: _____

Attachment C – ZONE MAP



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

List of member institutions by zones

<p><u>Zone 1</u> George Mason University (Fairfax)</p>	<p><u>Zone 2</u> James Madison University (Harrisonburg)</p>	<p><u>Zone 3</u> University of Virginia (Charlottesville)</p>
<p><u>Zone 4</u> University of Mary Washington (Fredericksburg)</p>	<p><u>Zone 5</u> Christopher Newport University (Hampton) College of William and Mary (Williamsburg) Old Dominion University (Norfolk) Norfolk State University (Norfolk)</p>	<p><u>Zone 6</u> Virginia Commonwealth University (Richmond)</p>
<p><u>Zone 7</u> Longwood University (Farmville)</p>	<p><u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)</p>	<p><u>Zone 9</u></p>

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.

Attachment D - 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.

Type tFext here

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: Kenneth Bowling **PHONE:** 540.639.9621

Year's in Business: Indicate the length of time you have been in business providing this type of good or service:
YEARS: 56 **MONTHS:** 6

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.

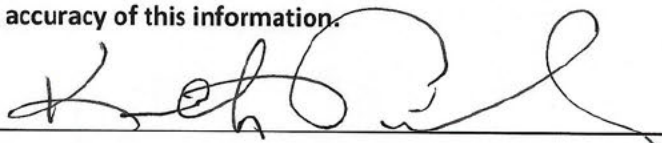
Company: Radford University	Contact: [REDACTED]
Phone: () [REDACTED] Fax: () [REDACTED]	Email: [REDACTED]
Project: Term Contract for Excavating & Grading Servies	
Dates of Service: 7/15/2019 - 2/25/2025	\$ Value:

Company: VOLVO Trucks of North America	Contact: [REDACTED]
Phone: () [REDACTED] Fax: () [REDACTED]	Email: [REDACTED]
Project: Various Projects	
Dates of Service: 2019 - 2024	\$ Value: 2,103,450.00

VENDOR DATA SHEET

Company: Va Tech		Contact: [REDACTED]	
Phone: () [REDACTED]		Email: [REDACTED]	
Fax: ()		[REDACTED]	
Project: Excavation Services			
Dates of Service: 5/1/2022 - 4/30/2025		\$ Value: 1,426,300.00	
Company: City of Radford		Contact: [REDACTED]	
Phone: () [REDACTED]		Email: [REDACTED]	
Fax: ()		[REDACTED]	
Project: On Call Utility Repairs			
Dates of Service: 2024		\$ Value: 0.00	

I certify the accuracy of this information.

Signed: 

Title: President

Date: 2/12/25

Attachment E - Excavating and Site Services

Equipment Rental Rates

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>REGULAR TIME RENTAL COST PER HOUR</u>	<u>OVERTIME RENTAL COST PER HOUR</u>
1.	Motor Grader with Operator	\$125.00	\$143.75
2.	Track Loader with Operator	\$125.00	\$143.75
3.	Rubber Tire Loader with Operator	\$110.00	\$126.50
4.	Track Dozer with Operator	\$125.00	\$143.75
5.	Rubber Tire Backhoe with Operator	\$100.00	\$115.00
6.	Mini Excavator/Track Hoe with Operator	\$120.00	\$138.00
7.	Medium Excavator/Track Hoe with Operator	\$155.00	\$178.25
8.	Large Excavator/Track Hoe with Operator	\$195.00	\$224.25
9.	Track Skid Steer with Operator	\$110.00	\$126.50
10.	Rubber Tire Skid Steer with Operator	\$100.00	\$115.00
11.	Vibrating Roller with Operator	\$85.00	\$97.75
12.	Tandem Axle Dump Truck with Operator	\$105.00	\$120.75
13.	Water Truck with Operator	\$95.00	\$109.25

Labor Rates

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>REGULAR TIME PER HOUR RATE</u>	<u>OVERTIME PER HOUR RATE</u>
1.	Supervisor Labor (onsite supervision, planning, site visits to ensure projects are on track, etc.)	\$75.00	\$112.50
2.	Foreman Labor (typically the equipment operator, however, additional labor hours could be for onsite supervision, site layout, utility location, retaining walls, finishing work, detail site work, hand work/digging, etc.)	\$65.50	\$98.25
3.	Helper Labor (assist foreman, finishing work, detail site work, hand work/digging, etc.)	\$37.50	\$56.25

4.	Medium Excavator with Operator & Hydraulic Breaker	\$180.00	\$207.00
5			
6			

***Note:**

1. Pricing of any of the above labor or equipment will include at least one support truck (total, not with each unit) on campus at all times with listed equipment. It is the intention of the University for the Contractor to be self-supporting in the completion of assigned work.
2. Pricing for all equipment will include the operator and all additional personnel will be billed at the hourly rates listed in the pricing schedule.
3. Any additional charges deemed necessary to complete work, including but not limited to Subcontractor costs, scaffolding and rental of aerial lifts or other equipment, may be included in the written estimate and must be clearly identified and at the Contractor's actual cost.



RFP #R24-008 Grading, Excavating & Site Services

NEGOTIATION QUESTIONS

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

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 H.T BOWLING, INC. agree that the contract may be renewed by Radford University upon written agreement by both parties for four (4) additional one-year (1-year) renewals, 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:** 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

7. **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

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: SWaM (see attached)

2. **RADFORD UNIVERSITY:** Does H.T BOWLING, 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:** Do you further agree that Radford University will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contract or contractor's employees:

VENDOR: YES

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 4%, 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

SCOPE IMPLEMENTATION:

7. **RADFORD UNIVERSITY:** If awarded a contract, identify all employees that will be working with Radford University to achieve the requirements of the contract.

VENDOR:

Chris Bowling, Freddie Stump, Joe Freeman, Jacob Freeman, Ford Graham, Devon Akers, Cory Martin, Brad Hughes, Mitch McCoy, Mike McCoy, Gary Thurston, Rickie Maxie, Gary Saunders, Tim Brown, James Duncan, Chris Goad, Dalton Turpin, Jeff Akers, Darrell Smith

8. **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:

H.T. Bowling can provide all labor, tools, equipment and any other incidentals required for the complete and satisfactory performance of all types of grading, excavating, and site services as needed by Radford University. All personnel used by our company for the performance of this work shall be properly trained and qualified for work of this type. Our company will provide an updated list of all personnel performing work under this contract, as well as written evidence of the personnel's qualifications. Our employees at a minimum have OSHA 10, first/aid CPR, confined space, ground guide, trenching and excavation, and responsible land disturber training. Each employee is provided with personal protective equipment and uniforms bearing the company logo. During spring, summer and fall, H.T. Bowling employees often work 10 hour days - 5 days a week. Our company is acquainted with Radford University's Design and Construction Standards, safety requirements, code of conduct, parking requirements, as well as the facilities and the personnel. Working with underground utilities can present unique and complicated problems. Our experienced people can in some cases offer solutions that will expedite the work along with cost savings. We understand the importance of contacting Miss Utility of Virginia before work begins. We have installed a great deal of the existing infrastructure on campus, and we can provide insight on many existing utility conflicts.

Having provided these same services in the past, if we are awarded this contract, I would suggest a meeting with all parties involved along with our project manager and site superintendent to establish a schedule / timeline for the proposed work. This information will dictate what level of manpower and the amount and types of equipment that will be required. Projects may range in size, scope, and schedule. Our company is accustomed to providing the equipment and personnel necessary to perform these services during the contract period. Careful consideration will be given for proposed work occurring during Holidays, start of class in August, and May graduation.



9. **RADFORD UNIVERSITY:** Please list any expectations you have of Radford University should you be awarded the contract.

VENDOR: An open line of communication and an opportunity for H.T. Bowling to address and correct any service-related issues.

10. **RADFORD UNIVERSITY:** If awarded a contract by August 1, 2025, would you be in a position to support all aspects of this contract?

VENDOR: YES

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

VENDOR: 2 HOURS

H.T BOWLING, INC

J Christopher Bowling
Print Name

Vice President
Title

J Christopher Bowling
Signature

July 20, 2025
Date

H.T. BOWLING, INC.

KENNETH BOWLING
6629 Hickman Cemetery Rd
Fairlawn, VA 24141
Phone: (540) 639-9621
Fax: (540) 639-3834
KSB@HTBOWLING.COM

Certification Number: 7242

SWaM Certification Type:

Small Start Date: 10-19-2020

SWaM Expiration Date: 10-19-2025

NIGP Code and Description:

76000

ROAD AND HIGHWAY EQUIPMENT: EARTH HANDLING, GRADING, MOVING, PACKING, ETC.

Pcard: N

Business Category: Construction

Attachment E – Pricing Schedule (Revised)

Equipment Rental Rates

<u>Item</u>	<u>Description</u>	<u>Regular Time Rental Cost Per Hour</u>	<u>Overtime Rental Cost Per Hour</u>
1.	Motor Grader with Operator	\$133.75	\$130.81
2.	Track Loader with Operator	\$113.75	\$115.48
3.	Rubber Tire Loader with Operator	\$95.70	\$115.12
4.	Track Dozer with Operator	\$113.75	\$130.81
5.	Rubber Tire Backhoe with Operator	\$95.00	\$115.00
6.	Mini Excavator/Track Hoe with Operator	\$114.00	\$125.58
7.	Medium Excavator/Track Hoe with Operator	\$134.85	\$155.08
8.	Large Excavator/Track Hoe with Operator	\$175.50	\$224.25
9.	Track Skid Steer with Operator	\$95.01	\$115.12
10.	Rubber Tire Skid Steer with Operator	\$91.00	\$104.65
11.	Vibrating Roller with Operator	\$85.00	\$97.75
12.	Tandem Axle Dump Truck with Operator	\$105.00	\$120.75
13.	Water Truck with Operator	\$90.25	\$109.25

Labor Rates

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

<u>Item</u>	<u>Description</u>	<u>Regular Time Labor Rates Per Hour</u>	<u>Overtime Labor Rates Per Hour</u>
1.	Supervisor Labor (onsite supervision, planning, site visits to ensure projects are on track, etc.)	\$68.25	\$110.25
2.	Foreman Labor (typically the equipment operator, however, additional labor hours could be for onsite supervision, site layout, utility location, retaining walls, finishing work, detail site work, hand work/digging, etc.)	\$58.95	\$89.41
3.	Helper Labor (assist foreman, finishing work, detail site work, hand work/digging, etc.)	\$34.13	\$51.19