

**Procurement and contracts**

**p.o. box 6885**

**501 stockton street**

**radford, va 24142**

**INVITATION FOR BID**

**#R12-013**

**CAFETERIA Equipment Maintenance & Repair – TERM CONTRACT**

**September 9, 2011**



RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP

(virginia association of state college & university purchasing professionals)

 **INVITATION FOR BID**

**IFB #R12-013**

**ISSUE DATE**: September 9, 2011

**TITLE**: **CAFETERIA EQUIPMENT MAINTENANCE & REPAIR**

**COMMODITY CODE**: 93130

**ISSUING AGENCY**: **RADFORD UNIVERSITY**

Procurement and Contracts

 David E. Armstrong Complex, 501 Stockton St.

 Post Office Box 6885

 Radford, VA 24142-6885

**AGENCY WHERE WORK**

**WILL BE PEFORMED:**  Radford University, Radford, VA.

**PERIOD OF PERFORMANCE**: One Year from Date of Award with Four (4) One-Year Renewal Options

**SEALED BIDS DUE DATE/TIME**: Sealed Bids Will Be Received Up to **2:00 p.m. on September 30, 2011**.

**Bids Received After the Due Date and Time Cannot be Accepted.**

**OPTIONAL PRE-BID CONFERENCE: September 22, 2011 @ 10:00 a.m. (**See Section 2, paragraph E)

**QUESTIONS/INQUIRIES**: E-mail all inquiries for information to: \_\_Kathy T. Shaw, VCE, Contract Officer, kshaw@radford.edu

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| **IF BIDS ARE MAILED, SEND DIRECTLY TO RADFORD UNIVERSITY, PROCUREMENT AND CONTRACTS, POST OFFICE BOX 6885, RADFORD, VA 24142. IF BIDS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: Radford University, Procurement and Contracts, David E. Armstrong Complex, 501 Stockton St., Radford, VA 24142.**  |

In compliance with this Invitation for Bids and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in SECTION (7), ***Pricing Schedule***.

**\*YOU ARE REQUIRED TO RETURN ALL PAGES OF THE BID DOCUMENT AND ANY DELIVERABLES SPECIFIED.**

Virginia Contractor License No.

Class: Goods:

Legal Name and Address of Firm

|  |  |
| --- | --- |
|  | Date: |
|  | Signed: |
|  | Print Name: |
|  | Title: |
| FEI/FIN/SS No: | Telephone: |
| eVA Vendor ID or DUNS No: | Fax: | Email: |
| Check all that apply: 🞎 Corporation 🞎 Partnership 🞎 Proprietorship 🞎 Individual**🞎 Woman-Owned 🞎 Minority-Owned 🞎 Small Business** **Department of Minority Business Enterprise (DMBE) Certification No. and Expiration Date: ,****(**[**www.dmbe.virginia.gov**](http://www.dmbe.virginia.gov)**) for additional information.** |

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

Table of Contents

1. PURPOSE 4

2. GENERAL 4

3. SCOPE OF WORK 5

4. GENERAL TERMS AND CONDITIONS 9

5. SPECIAL TERMS AND CONDITIONS 14

6. METHOD OF PAYMENT 19

7. PRICING SCHEDULE 19

8. ATTACHMENTS 19

# PURPOSE: The intent and purpose of this Invitation for Bids (IFB) is to establish a term contract with one or more qualified contractor(s) for furnishing cafeteria equipment maintenance and repair for dining services operations at Radford University (RU), located in the city of Radford, Virginia, hereinafter referred to as the “Agency” or the “University”. Response shall be in the form of a SEALED BID consisting of this IFB inclusive of all bid documents and requested deliverables.

# GENERAL:

* 1. **Issuing/Contracting Office**: This IFB is issued by Radford University’s Procurement and Contracts Department. The Procurement and Contracts Department is the sole point of contact for the purpose of this IFB, resulting bids, and any resulting contract(s), unless otherwise stated herein.
	2. **Background**: Radford University is a public institution of the Commonwealth of Virginia located in Radford, Virginia. It is a coeducational, comprehensive, public university with highly diverse curricula for undergraduates and selected graduate programs. The university limits enrollment to ensure continuing close interaction between students and faculty and to maintain a medium sized university. Currently the university has a student population of approximately 9,329 students.

Compass Group (Chartwells, Inc.), provides dining services in numerous equipment facilities spread across campus; however, RU is responsible for the maintenance and repair of the food service equipment.

Currently, RU does not have a contract for maintenance and repair of their cafeteria equipment. The University has spent approximately $40,000 on cafeteria equipment maintenance and repair in fiscal year 2010 (07/01/09 – 06/30/10) and approximately $54,400 in fiscal year 2011 (07/01/10 - 06/30/11).

* 1. **Addendums**: Any changes resulting from the University’s requirements will be issued in the form of a written addendum and will be posted on the eVA website, http://www.eva.virginia.gov and the Public Posting Board located in the Procurement and Contracts Department in the David E. Armstrong complex at Radford University. It is the sole responsibility of the bidder to check the eVA web page for all changes to the IFB prior to bid submission. Failure to do so may cause your bid to be determined non-responsive. **Radford University will not mail or fax these documents.**
	2. **Correspondence**: Questions regarding the meaning or interpretation of this IFB, attachments, specifications, etc. shall be requested **in writing** and must be submitted to reach the Contract Officer, prior to 9:00 a.m. September 26, 2011. Answers will be provided by an addendum to all prospective contractors. Submit direct questions or correspondence regarding the IFB to:

|  |
| --- |
| Radford University |
| Kathy T. Shaw, VCO |
| Procurement and Contracts |
| Post Office Box 6885 |
| Radford, Virginia 24142 |
| Phone: (540) 831-5094 Fax: (540) 831-5946  |
| Email: kshaw@radford.edu  |

**E.** **Prebid Conference - Optional:** An optional prebid conference will be held:

**Date & Time: September 22, 2011; 10:00 a.m.**

**Location:** Radford University, Procurement and Contracts – Conference Room

David E. Armstrong Complex, 501 Stockton Street

Radford, VA 24142

The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. A site visit will be offered to potential bidders following the conference.

# SCOPE OF SERVICES: The Contractor shall provide maintenance and repair service for cafeteria dining services operations for Radford University. The Contractor shall provide all labor, supervision, tools, equipment, materials, parts and all incidentals necessary to fully maintain and repair the cafeteria service equipment in accordance with manufacturer’s service manuals and all terms, conditions, provisions and schedules of the contract. This contract should include all food service equipment units located in dining services.

This may include miscellaneous food service equipment in other University departments. The Contractor shall be fully qualified to maintain and provide emergency services, as well as, provide all parts necessary to maintain equipment in safe operating condition.

Equipment Listing (Attachment A) reflects current equipment to be covered under this contract. Radford University’s cafeteria equipment inventory is consistently being upgraded. The scope of work requested is not limited to the equipment listed in Attachment A.

1. Campus Dining Locations.
2. Dalton Hall
3. Muse Hall
4. Hurlburt Hall, New Student Union
5. McConnell Hall
6. Bondurant Center

The University reserves the right to add and/or delete service equipment and locations throughout the contract period.

1. Replacement Parts and Materials.
2. The Contractor should use only manufacturer’s approved replacement parts. Any substitutes shall be approved by the University’s contract administrator or designee.
3. Prior written approval from the University’s contract administrator or designee is required before any substitute parts are used.
4. The Contractor should maintain an inventory of parts and materials at their place of business to service this contract in a satisfactory manner or have such parts readily available.
5. The Contractor’s service vehicles should carry a “truck stock” of the most commonly required items.
6. Materials and parts required for the performance of work under this contract must be of equivalent materials, strength and design as replaced materials or part, new to op quality, and shall be manufactured by, or recommended by, the same manufacturer of the equipment being repaired or serviced.
7. Parts and materials should be invoiced at the discounted price as stated in the Pricing Schedule.
8. Repair Site.
9. All equipment repairs should be performed on-site whenever possible. In the event that major repairs are estimated to be in excess of $500 and/or repairs must be performed off-site, the Contractor should provide an estimate of the cost to the University’s Contract Administrator or designee and receive written authorization to proceed. Equipment repair services made by the Contractor without prior written authorization may not be approved for payment.
10. Authorized Request for Service.
11. Only specifically named representative(s) of the University will be authorized to request service under this contract. The representative(s) will be named upon award of the contract. Requests for service by other individuals may not be approved for payment.
12. Qualifications.
13. The Contractor shall have sufficient financial and personnel resources to successfully provide the scope of services described herein. The personnel used by the Contractor for the performance of work under this contract should be experienced, trained and certified service technicians who are qualified through factory or other training to work on the specific makes and types of food service production equipment and directly employed and supervised by the Contract.
14. The Contractor should provide a list of all personnel performing work under this contract with written evidence of the personnel’s qualifications. The Contractor should utilize only the personnel designated on this list. Qualifications for any personnel not included in the bid response must be submitted and approved by the Contract Administrator prior to performing any work under this contract.
15. The Contract Administrator reserves the right to reject Contractor’s service personnel who in their sole opinion does not demonstrate the level of knowledge required to perform the level of service on equipment needing repair.
16. Specific Work Hour Requirements.
17. Regular Repair Services. All work performed under this contract shall be performed during regular working hours which are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding state and federal holidays (except emergency or storm damage situations).
18. Repair services should be provided within eight (8) business hours of notification or as mutually agreed by the Contract Administrator and the Contractor.
19. Materials and parts should be invoiced to the University at the discounted prices as stated in the Pricing Schedule.
20. Labor for repairs and maintenance should be invoiced based on hourly rates for the qualified technicians required as indicated in the Pricing Schedule.
21. Emergency Repair Services.
22. The Contractor should have qualified service technicians on the job at the specified site within two (2) hours and not more than four (4) hours from the time the call for service is received.
23. Emergency service should be available 24-hours a day, 7-days a week (24 x 7).
24. When emergency calls are necessary, as determined by the Contract Administrator, service outside the regular business hours of 8:00 a.m. to 5:00 p.m. may be billed on an overtime bases of one or one-half times the regular hourly rate.
25. Reporting Requirement.
26. Repair Report. A written report should be submitted to the Contract Administrator upon completion of, and on the same day as, the repair service call. The report may be made on the Contractor’s form, to be approved by the Contract Administrator and should include the following:
27. Company Name
28. Time and Date of Service or Repair Work
29. Identification of equipment serviced or repaired
30. Checklist of examinations made and work performed
31. Time Work Started
32. Time Work Completed
33. Type and Quantity of Materials and Parts Used
34. Certification that work was performed in accordance with the specifications signed by the Technician
35. Needed Repair Work
36. Problems
37. Failures or malfunctions discovered during repair work
38. Recommendations for extra work if required by the manufacturer.
39. Usage Report.
40. The Contractor should furnish the University a report of total usage of the contract services. This report will be required not more than once per quarter. The report should provide at a minimum:

Date of each service provided

Equipment serviced

Total charges per service

Total charges per reporting period

1. Records.
2. The Contractor shall keep a maintenance record card on each piece of equipment. This record shall contain:
* The University’s property contract number (if available)
* The manufacturer’s name
* Model number and serial number as available on the equipment and the University’s service records
* Date and description of work performed
* Repair services and emergency call shall be posted separately on this record card

These records shall be maintained by the Contractor, however, record cards must be available for inspection during normal working hours by personnel of the University. The maintenance record cards will remain the property of the University during and after the term of the contract. The Contractor shall keep and maintain a file on each piece of equipment to contain accurate records of all maintenance work, repairs, including trouble calls, parts used, and all wiring and circuit changes and modifications made.

1. Warranties.
2. The Contractor shall honor all warranties associated with any existing equipment.
3. All work which does not meet the approval of the University’s contract administrator should be immediately corrected. If the work is not corrected and the equipment remains inoperable or dysfunctional, the University reserves the right to deduct the disputed amount due from the Contractor’s invoice. If the Contractor fails to provide the services as instructed and agreed upon as specified herein, the University will issue to the Contractor written notice 24-hours prior to arranging for the services to be performed by another Contractor.
4. All work under this contract shall be guaranteed against defects resulting from the use of substandard materials, equipment, or workmanship for 30-days from the date of final acceptance by the University. Any repeated calls for repairs for the same reason within this time period or work which has to be corrected due to the Contractor’s faulty workmanship, equipment, tools or materials, shall be done at no additional expense to the University.
5. The University reserves the right to make any test or inspection if deems necessary to ensure that all performance requirements are being maintained.
6. Contractor’s General Procedures and Responsibilities.
7. Contact the University’s Facilities Food Service Director, Ben Southard at **(540)-831-5496** or in person in the Dining Services Office, Dalton Hall, Second Floor before initiating work. Contact **Campus Police**, Allen Building, telephone **(540)-831-5500** before performing services during other than normal working hours.
8. If the work extends beyond one (1) day, a check-in will be repeated prior to resumption of work each day.
9. Upon completion of the work, the Contractor’s employee(s) shall turn into the Facilities Management Representative a copy of the work order, repair order, or a form on which the following information is provided.
	1. Name and address of contractor;
	2. Name of contractor’s employee in charge of the work;
	3. Date(s) work was performed and hours expended;
	4. Brief description of work performed including identification of equipment;
	5. Signature of contractor’s employees and signature block for University’s representative.
		1. Hours of work performed on a time and materials basis under this contract should be paid only for productive time on the job site. Time paid for hourly personnel should start upon arrival and sing-in at the University and end upon sign out. Overhead is not billable and should be included in the productive hourly rate. Overhead includes, but is not limited to estimates, office support, transportation of workers, materials acquisition, handling and delivery of contractor owned materials or equipment, and breaks for lunch or other time the employees are away from the job site is not chargeable. Time should be rounded to the nearest ¼ hour.
		2. All work under this contract shall be performed in a good workmanlike manner in accordance with the terms and conditions of this contract, manufacturer’s recommended procedures and industry standards.
		3. The Contractor should employ a sufficient number of trained, competent and qualified technicians to expedite the required maintenance and repairs of equipment listed in this contract.
		4. All areas which the Contractor conducts work should be left in a clean and orderly condition. Areas adjacent to work areas should be protected by the Contractor from damage.

1. **COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS – RADFORD UNIVERSITY**

Note: For service contracts clauses, Q, R, and S are normally not applicable and may be omitted. For goods contracts, omit clause T.

1. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the *Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor’s* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the University Procurement and Contracts Office and may also be viewed at <https://vascupp.org>.
2. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Governing Rules, §56)*. In addition, the following Commonwealth Security Standards and Policy shall be applicable to all purchases of software, hardware, or IT related services and maintenance, to include outsourced IT services. You and the supplier must meet and certify compliance with the following:

Information Technology Security Policy (SEC500-02)

Information Technology Security Standard (SEC501-01)

Information Technology Security Audit Standard (SEC502-00)

Note: All (3) three documents articulate and reference each other and are available for review at:

<http://www.vita.virginia.gov/docs/psg.cfm> under “Information Security.”

**C.** **ANTI-DISCRIMINATION**: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 9 & 10 of the *Governing Rules.* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. *(Governing Rules, §35).*

 In every contract over $10,000 the provisions in 1. And 2. Below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provision of 1. Above in every subcontract or purchase order over

 $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**D.** **ETHICS IN PUBLIC CONTRACTING**: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment; loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**E.** **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**F.** **DEBARMENT STATUS**: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**G.** **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University and the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**H.** **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection for the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

**I.** **CLARIFICATION OF TERMS**: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**J.** **PAYMENT**:

1. Prime Contractor:

* 1. Invoices for items ordered, delivered and accepted shall be submitted to the contractor directly to:

**RADFORD UNIVERSITY**

**ATTN: ACCOUNTS PAYABLE**

**PO BOX 6906**

**RADFORD, VA. 24142**

**Email:** **acctspayable@radford.edu**

All invoices shall show the state contract number and/or purchase order number, social security (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

* 1. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
	2. All goods and services provided under this contract or purchase order, that are to be paid with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
	3. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
	4. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute *(Governing Rule §53.)*

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the Commonwealth for the proportionate share of the payment record for work performed by the subcontractor(s) under the contract; or
2. To notify the agency and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise prohibited under the terms of the contract) on all amounts owed by contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be accessed in lieu of withholding such payment.

**K.** **PRECEDENCE OF TERMS**: The following General Terms and Conditions *COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS.* APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICHS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

**M.** **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.

**N.**  **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.

**O.** **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

By mutual agreement between the parties in writing; or

By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency’s right to audit the contractor’s records and/or to determine the correct number of units independently; or

By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed in provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fails to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract, or if there is none, in accordance with the disputes clause provisions of the *Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors.* Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

1. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
2. **USE OF BRAND NAMES**: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type character of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring the bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
3. **TRANSPORTATION AND PACKAGING**: By submitting their (bids/proposals), all (bidders/offerors) certify and warrants that the price offered for FOB Destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
4. **INSURANCE**: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with § 25 of the *Governing Rules*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

 **MINIMUM COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

* Workers’ Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in number of employees that change their workers’ compensation requirements under the *Governing Rules* during the course of the contract shall be in noncompliance with the contract.
* Employer’s Liability - $ 100,000.
* Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia **must** be name as an additional insured and so endorsed on the policy.

\* If contract is for parking facilities and garages for motor vehicle maintenance. This coverage should include Garage Owner’s Liability. Contracts with movers or truck transporters should also require motor carrier’s liability. When in the judgment of the procurement officer, these limits and coverage are no warranted for the goods and services being procured, the Division of Risk Management should be contacted.

* Automobile Liability - $1,000,000 per occurrence (Only used if motor vehicle is to be used in the performance of the contract.)

1. **ACCOUNCEMENT OF AWARD**: Upon award or the announcement of the decision to award a contract over $50,000 as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of ten (10) days.
2. **DRUG-FREE WORKPLACE**: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees: (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacturer, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibitions: (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

1. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization form which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
2. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION**: The eVA electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth should participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders/offerors are encouraged to register in eVA. Failure to register may result in the bid/offer being rejected if it is in the best interest of the University.
3. **eVA Basic Vendor Registration Service**: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
4. **eVA Premium Vendor Registration Service**: eVA Premium Vendor Registration Services includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

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

1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1% capped at a maximum of $500 per order.
2. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
	* DMBE-certified Small Businesses: 1% capped at $500 per order.
	* Businesses that are not DMBE-certified Small Businesses: 1% capped at $1,500 per order.
3. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
	* DMBE-certified Small Businesses: 0.75%, capped at $500 per order.
	* Businesses that are not DMBE-certified Small Businesses: 0.75% capped at $1,500 per order.
4. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
	* DMBE-certified Small Businesses: 1%, capped at $500 per order.
	* Businesses that are not DMBE-certified Small Businesses: 1% capped at $1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes. You are required to register through the eVA website at ([www.eva.virginia.gov](http://www.eva.virginia.gov)). Click on the “Vendor” tab and follow the registration instructions. **If you need assistance or on line directions please contact Radford University at (540) 831-5429.**

1. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
2. **BID PRICE CURRENCY**: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer in U.S. dollars.
3. **SPECIAL TERMS AND CONDITIONS**:
4. **ADDITIONAL INFORMATION:** Radford University reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid and to submit additional information which the University deems desirable.
5. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Radford University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Radford University has purchased or uses any of its products or services, and the contractor shall not include Radford University in any client list in advertising and promotional materials.
6. **ASSIGNMENT OF CONTRACT:** The contractor cannot assign a contract in whole or in part without the prior written consent of the University.
7. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
8. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the 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.
9. **AWARD:** The Commonwealth will make the award(s) on an **estimated grand total** basis to the lowest responsive and responsible bidder as determined by the procedure in section G, **Bid Evaluation Procedure.** The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
10. **BID EVALUATION PROCEDURES**: Bids will be evaluated on the basis of an estimated total. The estimated total shall be the summation of the contractor’s firm fixed price and the price per man hour X (estimated) hours indicated in the spaces provided in the following section.

**Contractor – Do not fill in the blank spaces.** This example is only intended to reflect the procedure to be used.

|  |  |  |
| --- | --- | --- |
|  | **Estimated Labor Cost per Hour:** |  |
| 1. | Technician – Regular TimePrice Per Hour:$ \_\_\_\_\_\_\_\_\_ X 650 hours  | $ |
| 2. | Technician Helper – Regular TimePrice per Hour$ \_\_\_\_\_\_\_\_\_ X 150 hours  |  |
| 3. | Technician – EmergencyPrice Per Hour:$ \_\_\_\_\_\_\_\_\_ X 50 hours  |  |
| 4. | Non Contract Repair Services – Regular TimeTechnician – Regular TimePrice Per Hour:$ \_\_\_\_\_\_\_\_\_ X 75 hours  |  |
| 5. | Non Contract Repair Services – Regular TimeTechnician Helper – Regular TimePrice Per Hour:$ \_\_\_\_\_\_\_\_\_ X 20 hours  |  |
| 6. | Parts and Materials Discount Allowance$500 MSRP cost less ( )% Discount = |  |
| 7. | **Estimated Grand Total**(1+2+3+4+5+6) | $ |

1. **BID PRICES**: Bid shall be in the form of a firm unit price for each item during the contract period.
2. **CANCELLATION OF CONTRACT**: Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contract of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
3. **CONTRACT ADMINISTRATION**: Radford University assigns “Contract Administrators” to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator is Eric Vest, Facilities Management, Armstrong Complex, Phone 540-831-7799.
4. **CONTRACT PARTICIPATION**: Under the authority of §6 *of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at* [*https://vascupp.org/rules.pdf*](https://vascupp.org/rules.pdf)*).* CooperativeProcurement, 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(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify the lead-issuing institution in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

1. **CONTRACTOR PERSONNEL**: All employees of the contractor shall comply with the rules and regulations of the University and shall maintain proper conduct. In the event the University finds, at is sole discretion, that an employee of the contractor is objectionable to the University that employee shall be removed by the contractor from the University grounds and shall not again be employed by the contractor on University grounds until approved by the University.
2. **CONTRACTOR REGISTRATION**: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars ($120,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is seven hundred and fifty thousand dollars ($750,000) or more, the bidder/offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a “CLASS A CONTRACTOR.” If such a contract is for seventy-five hundred dollars ($7,500) or more but less than one hundred and twenty thousand dollars ($120,000), of if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is between one hundred and fifty thousand dollars ($150,000) and seven hundred and fifty thousand dollars ($750,000) or more the bidder is to be licensed as a “CLASS B CONTRACTOR.” If such a contract is for one-thousand dollars ($1,000) or more but less than seventy-five hundred dollars ($7,500), or if the contractor does less than $150,000 in business in a 12-month period, the bidder is required to be licensed as a “CLASS C CONTRACTOR.” The board shall require a master tradesman license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offer shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

|  |  |
| --- | --- |
| Licensed Class A Virginia Contractor No. |  |
|  Specialty |  |
| Licensed Class B Virginia Contractor No. |  |
|  Specialty |  |
| Licensed Class C Virginia Contractor No. |  |
|  Specialty |  |

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

**If a bidder/offer shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered**.

1. **CONTRACTOR’S TITLE TO MATERIALS**: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
2. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS**: The solicitation/contract will result in several purchase order(s) with the eVA transaction fee specified below assessed for each order:
	1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.
	2. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
3. DMBE-certified Small Business: 1% Capped at $500 per order.
4. Businesses that are not DMBE-certified Small Businesses: 1% Capped at $1,500 per order.
5. For orders issued July 1, 2011 through June 30, 2012, the Vendor Transaction Fee is:
6. DMBE-certified Small Businesses: 0.75% Capped at $500 per order.
7. Businesses that are not DMBE-certified Small Businesses: 0.75% Capped at $1,500 per order.
8. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
	* 1. DMBE-certified Small Businesses: 1% Capped at $500 per order.
		2. Businesses that are not DMBE-certified Small Businesses: 1% Capped at $1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments, (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is a gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eva.virginia.gov](http://www.eva.virginia.gov). Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

1. **EXAMINATION OF DOCUMENTS AND SITE**: The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint her/himself with conditions there existing shall in no way relieve any bidder from any obligations with respect to his bid or to the contract. The submission of a bid shall be taken as Prima Facia evidence of compliance with this section.
2. **FINAL INSPECTION**: At the conclusion of each repair request, the contractor shall demonstrate to the authorized owner’s representative that the equipment is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor’s sole expense prior to final acceptance of the work.
3. **IDENTIFICATION OF BID ENVELOPE**: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

**From:**

|  |  |
| --- | --- |
| **Name of Bidder:** | **IFB# R12-013** |
| **Address:** | **Due Date: 09/30/11 Time: 2:00 p.m.** |
|  | **IFB Title: Cafeteria Equipment** |
|  |  **Maintenance & Repair** |
| **City, State, Zip Code** | **Contract Officer: Kathy Shaw** |

This envelope should be addressed as direct on the Invitation for Bids Face Sheet of this solicitation. If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

1. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the issuing agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
2. **KEYS**: If the Contractor is given keys for this project, it is the Contractor’s responsibility to return the keys when the contract is terminated, as well as for safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
3. **LATE BIDS**: It is the bidder’s sole responsibility to ensure bids are received by the due date and time indicated on the face sheet of the bid document. The official time used to record receipt of bids is the time posted on the electronic date/time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong Complex at Radford University. Bids received after the date and time designated on the bid document are automatically disqualified and will not be considered. Disqualified bids are returned to the bidder unopened. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the internal university mail system. It is the sole responsibility of the Bidder to ensure that its bid reaches the Procurement and Contracts office by the designated date and hour. Bid receipts and openings scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regularly scheduled business day.
4. **LICENSE/REGISTRATION**: The contractor shall possess and maintain through the period of 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.
5. **PARKING POLICY**: All contractors’ vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid contractor’s parking pass. A pass may be obtained by filling out an application for a Radford University Contractor’s Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to <http://parking.asp.radford.edu/>. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
6. **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 skills 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.
7. **PRODUCT AVAILABILTIY / SUBSTITUTION**: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The University may, at is discretion, require the contractor to provide a substitute item of equivalent or better quality/subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes available to the contractor.
8. **REFERENCES**: Bidder shall provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number. (See Attachment B, Contractor Data Sheet). Please complete this form and return with your bid response.
9. **RENEWAL OF CONTRACT**: This contract may be renewed by the Commonwealth for four successive one year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
	1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the “**other services**” category of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
	2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **“other services”** category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**BB. Inspection of Job Site:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth. Arrangements for site visitation other than this scheduled time may be made by contacting:

|  |  |
| --- | --- |
| Name: | **Ben Southard** |
| Phone # | **540-831-5496** |
| Email: | **ben.southard@compass-usa.com** |

1. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
	1. It is the goal of the Commonwealth that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Businesses, a Women-Owned Business or a Minority-Owned Businesses unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If a small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, minority-owned), and type of product/service provided. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.**
	2. Each prime contractor who wins an award in which the provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number of FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include but not be limited to, termination for default.
2. **SPECIAL DISCOUNTS**: The contractor shall extend any special educational or promotional sale prices or discount immediately to the University during the term of the contract. Such notices shall also advise the duration of the specific sale or discount price.
3. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assume compliance with all requirements of the contract.
4. **WORK SITE DAMAGES**: Any damage to existing utilities, equipment of finished surfaces resulting from the performance of this contract shall be repaired to the University’s satisfaction at the contractor’s expense.
5. **WORK ESTIMATES (TIME AND MATERIALS CONTRACTS)**: Under the time and material contract the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor’s hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor’s actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor’s estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
6. **Contract Documents:** The contract documents shall consist of a Commonwealth of Virginia Notice of Award, this Invitation For Bids and the bid submitted in response thereto by the contractor, the general terms and conditions, special terms and conditions, scope of work specifications, and other data contained in this Invitation For Bids together with all written modifications thereof.
7. **Bid Acceptance Period:** Any bid in response to this solicitation shall be valid for forty-five (45) days. At the end of the forty-five (45) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
8. **Additional Users:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
9. **METHOD OF PAYMENT:** The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices. Payment will be made thirty days after receipt of proper invoice for the amount due, or thirty days after receipt of goods/services, whichever is the later, in accordance with Commonwealth of Virginia Prompt Payment Legislation. Mail invoices to: Radford University, ATTN: Account Services, P.O. Box 6906, Radford, Virginia 24142.
10. **PRICING SCHEDULE**: The Contractor agrees to provide the goods/services in compliance with the scope of service and terms and conditions at the firm fixed price as follows:
	1. **Labor Rates – Regular Time** (8:00 a.m. to 5:00 p.m., Monday through Friday), Productive Time at the Job Site:

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Cost Per Hour** |
| 1. | Technician | $ |
| 2. | Technician Helper | $ |

* 1. **Labor Rates – Emergency** (Outside Normal Working Hours), Productive Time at the Job Site:

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Cost Per Hour** |
| 1. | Technician | $ |
| 2. | Technician Helper | $ |

* 1. **Labor Rates – Non Contract Repair – Regular Time**:

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Cost Per Hour** |
| 1. | Technician | $ |
| 2. | Technician Helper | $ |

* 1. **Parts and Materials Discount:**

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Percentage Discount** |
| 1. | % (Percentage) Off MSRP |  % |

\*\*Regular time rates will be paid for work requested. Monday through Friday, 8:00 a.m. to 5:00 p.m. Overtime rates will be paid for all work requested during other hours and on state observed holidays as follows:

New Year’s Day Labor Day

Lee-Jackson Day Columbus Day

Martin Luther King, Jr. Day Veteran’s Day

George Washington’s Birthday Thanksgiving Day

Memorial Day Day after Thanksgiving

Independence Day Christmas Day

1. **ATTACHMENTS**:

* 1. Cafeteria Equipment Listing
	2. Contractor Data Sheet
	3. SWAM Reporting
	4. Campus Map