



REQUEST FOR SEALED PROPOSAL # R24-009

ELEVATOR PREVENTATIVE MAINTENANCE AND REPAIR
SERVICES

JUNE 5, 2024

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 # R24-009**

GENERAL INFORMATION FORM

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

Name: Austin Eads
Phone: (540) 831-5634
Email: ateads@radford.edu.

Written questions to be submitted via email no later than: **July 12, 2024 Eastern Standard Time (EST).**

SEALED PROPOSAL DUE DATE AND TIME: Proposals will be received up to and including **July 31, 2024 3:00 PM EST.** Email and fax responses will not be accepted. Proposals may be submitted as follows:

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- 4:30 PM EST.

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

OPTIONAL PRE-PROPOSAL CONFERENCE AND SITE VISIT: OPTIONAL PRE-PROPOSAL CONFERENCE AND SITE VISIT: An **OPTIONAL** site visit will be held on **June 26, 2024 from 8:30 to 10:00 A.M. (EST)** The **OPTIONAL** pre-proposal conference shall be held immediately following the site visit on **June 26, 2024** and shall begin promptly at **10:15 A.M. (EST).** See **Section (13)** for additional information. ****PRE-REGISTRATION IS REQUIRED****

UNIVERSITY CLOSINGS: If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the responsibility of the vendor to check the website at www.radford.edu for said notifications. If the University is closed on the day proposals are due, proposals will be accepted same time the next scheduled business day the University is open. If the University is closed on the day of a scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

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

_____ **Large**

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

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

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

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

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

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME /DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		EMAIL ADDRESS	
TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX 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 Elevator Preventative Maintenance and Repair 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 two (2) years, or as negotiated. There will be an option for three 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.

A. **Specific Background:** The University currently has 52 elevators and two lift elevators that require full maintenance and repair services (see **ATTACHMENT E, PRICING SCHEDULE**). The University will remove and add elevators as campus buildings are being renovated or as new buildings are completed and new elevators are put in service. We house students with wheelchairs or other disabilities which makes it imperative that all the elevators remain in working condition at all times.

1. The Contractor is responsible for repairs to the elevators which includes obsolete or outdated parts. We have several elevators that are older and some repair parts may have to be fabricated or alternate parts located to keep the elevator in working order. The Contractor should be responsible for all costs (parts and labor) which should be included in the elevator yearly costs unless otherwise noted by Offeror in their proposal response.

2. The average full maintenance spend over the previous three-year period is approximately **\$170,000.00**. Our current contractor is ThyssenKrupp Elevator Corporation.

5. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCURMENT SYSTEM:** The eVA internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Radford University, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are therefore requesting that your firm register as a **self-registered** vendor in the eVA system.

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

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

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

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

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (see <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify Radford University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Refer to **Attachment C**, Zone Map, if the Offeror wishes to submit a separate pricing structure based on approved zones for cooperative institutions. 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 Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be assigned upon award.

8. **DEFINITIONS**

- A. **Overtime** – Overtime is defined as any hours worked outside of 8:00 am to 5:00 pm, Monday through Friday, as well as on weekends and Virginia state holidays
- B. **Regular Time** – Regular time is defined as normal working hours from 8:00 am to 5:00 pm, Monday through Friday, except on Virginia state holidays

9. STATEMENT OF NEEDS:

Radford University wishes to secure the services of a qualified contractor to provide elevator preventive maintenance and repair services. The Contractor shall furnish all labor, insurance, materials, equipment, supervision, and incidentals necessary to provide elevator preventive maintenance and repair services to the University. Radford University requires full maintenance and repair services for elevators as listed in the **Pricing Schedule, Attachment E**, and as detailed herein.

The contractor shall provide routine and periodic inspections of the elevators and related equipment to buildings belonging to the University. Radford University reserves the right to add and remove elevators and/or lifts to the contract as needed.

A. GENERAL:

1. Contractor Responsibilities

- a) The contractor should be prepared to provide sufficient elevator technician(s) to provide an ongoing preventive maintenance (PM) program for all elevators. The PM work required in the performance of the contract should be performed during the hours of 8:00 a.m. to 5:00 p.m. Any scheduled PM work performed outside of these normal working hours must be approved by the Facilities Management representative.
- b) The contractor should be prepared to provide sufficient elevator technician(s) to respond to service calls relating to proper and continual elevator operation. The contractor should respond to service calls onsite within two (2) hours of call receipt from a Radford University designee.
- c) The contractor should provide written documentation at the completion of each visit, indicating services rendered. The contractor should have a check chart in each machine room with all visits and work performed documented. For example, the University presently receives a quarterly preventive maintenance checklist provided by the contractor which contains the following elements as applicable to each type of elevator:
 - 1. Ride each elevator to observe for proper operational characteristics.
 - 2. Clean all debris from hoist way pits.
 - 3. Clean all debris from elevator equipment rooms.
 - 4. Visually inspect all moving parts of the elevator.
 - 5. Clean, lubricate, and adjust when needed machine brakes, motors, controllers, relay panels, leveling devices, switches, interlocks, guide shoes or roller guides, guide rails, door restrictors, and hoisting cables.
 - 6. Replace any noted defective parts or equipment.
 - 7. Ensure that all floor indicator lights are operational along with hall call buttons.
 - 8. Ensure that floor-level signage is in place along with all fire safety signage.
 - 9. Check for hydraulic oil leaks in pumps and cylinders. Add oil as needed. Clean any oil residue on floors or walls using appropriate hazardous waste procedures.
 - 10. Perform a "Fireman's Call Test" on each elevator.
 - 11. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as needed. Clean doorsills.
- d) The contractor is responsible for obtaining and maintaining all necessary licenses and/or permits required to perform work. The contractor should take all precautions necessary to protect persons and property from injury or damage during the performance of the contract. The contractor shall be responsible for any injury to himself, his employees, or others, as well as any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employees' fault or negligence.
- e) The contractor is responsible for providing technician(s) who are certified for the specific makes and types of equipment to be repaired and who are directly employed and supervised by the contractor. The Contractor should be prepared to provide the University with all Service Technician(s) certifications through the Commonwealth of Virginia, the Virginia Department of Professional and Occupational

Regulation (DPOR), Virginia Elevator/Escalator Contractor License (EEC) and/or any other certifications from elevator manufacturers.

- f) The contractor is expected to employ, provide, and supervise all personnel necessary for the maintenance of elevators to the University's satisfaction. All employees of the contractor will be required to comply with the rules and regulations of the university and maintain proper conduct.
- g) During the life of this contract, additional elevators may be added to the contract, at the request of the university. Any adjustments to contract pricing will be agreed upon in writing, prorated as necessary. In the event that a building is vacant or unoccupied for a period of time, the university will, at its discretion, notify the Contractor to suspend services for that period of time.
- h) The Contractor should meet on a quarterly basis or as needed or requested by Facilities Management Representative.
- i) The Contractor should provide, upon the request of the university, recommendations, technical assistance, specifications and cost analysis of upgrades to the elevators.
- j) The Contractor should accept all elevator equipment "as is" at contract award and should maintain and repair all elevators to meet state requirements and inspection criteria. It is an expectation the procurement of all parts should be the contractor's responsibility
- k) The Contractor is responsible for ensuring service personnel are identified as contractor employees while performing their job duties at the university. Only company vehicles with company signage will be allowed on campus.

B. Elevator Inspection and Testing:

- a) Radford University utilizes a third-party contractor to provide semi-annual and annual inspection services for all elevators. The contractor should plan to provide technician(s) as needed to assist the third-party elevator inspection contractor during the semi-annual and annual elevator tests and inspections required by the Virginia Uniform Statewide Building Code, ASME A17.1- 2002. Use of technician(s) services should be part of the annual PM contract and not billed separately to the University.
- b) The Contractor shall perform five-year (5-yr) load testing on all traction and hybrid elevators as well as any and all inspection services required pursuant to ASME A17.2 and 13VAC5-63-330 for compliance. Copies of previous semi-annual and annual inspection can be made available upon request.
- c) The contractor should correct all deficiencies noted during the semi-annual and annual inspections within 30 days of receipt of the violation report by the inspectors. The university prefers that repairs made as a result of deficiencies detected during inspections are repaired by the contractor at no charge to the university. The contractor should provide written documentation to the Facilities Management representative within 45 days that violations have been corrected.

C. Repairs Not Covered Under Preventative Maintenance Requirements:

- a) The contractor should provide an hourly contract labor rate for technician(s) to perform repairs or to add additional equipment to elevators as requested by the university not covered under the PM agreement. Repairs to elevators because of abuse, vandalism or catastrophic events should be billed separately using the established labor rate and cost of parts and material reflecting the University's established percentage discount. The contractor should prepare a quote for all repair work, which must be approved by the University before repairs are performed. Repairs and service calls deemed by the university to be of an emergency nature will be excluded from this requirement. Offeror should provide their approach on how they will address this section and provide an hourly rate for regular time and overtime as defined in section 8.a) and 8.b).

D. Breakdowns and Shutdowns

- a) Any elevator removed from service shall be reported within one (1) hour to the designated Facilities Management Representative. Lock Out/Tag Out procedures shall be applied in coordination with the Facilities Electrical/Life Safety Representative.
- b) When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

E. Repair Work and Emergency Service Call Reporting:

- a) Contact the university's Facilities Management Department at the David E. Armstrong Complex, 501 Stockton Street, by telephone (540)-831-7800 before initiating work, or in person, to inform the maintenance department of the work schedule. Contact Campus Police, Allen Building, (540)-831-5500 before performing services outside of normal working hours.
- b) If the work extends beyond one (1) day, check-in will be repeated before continuation of work each day.
- c) Upon completion of the work, the contractor's employee(s) should turn in to the Facilities Management representative a copy of the work order, repair order, or a form on which, at a minimum, 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.

Offerors should include sample of this type form they are currently using with their proposal.

F. Radford University Agrees to the Following:

- a) To provide the contractor access to the elevator equipment.
- b) To keep the elevator pit(s) and motor room(s) free from water.
- c) To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage caused by such situation.
- d) Not to use the elevator machine rooms and equipment spaces for storage.
- e) To be responsible for refinishing cabs, hoist-ways, or equipment room interiors.
- f) To be responsible for the main safety switch providing electricity to the equipment. (Wiring from the safety switch shall be contractor's responsibility.)
- g) To report to the contractor any conditions which may indicate the need for correction before the next regularly scheduled examination.
- h) That the contractor does not at any time assume possession or control of any part of the equipment, but such remains the university's property exclusively.

G. Items of Elevator Equipment not to be Included in Contract:

- a) Repair or replacement of building items, such as hoist-way or machine room walls and floors, car enclosures, including removable panels, finished surfaces of door panels and car gates, plenum chambers, ceiling, elevator car handrails, hoist-way and car door sills, mirrors, tile and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel, and telephones, signal fixture faceplates and smoke detectors.
- b) Elevator mainline and auxiliary disconnect switches and fuses.
- c) Vandalism other than the contractor or agents of the Contractor.

10. SPECIFIC REQUIREMENTS:

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

- A. **Plan for Providing Services.** Please provide your plan for providing these services to the university as described in Section 9 above. Include the following with your plan:
1. A description of what specific services the Offeror proposes to provide including but not limited to proposed manpower to be used, when services should be performed, by whom, and the anticipated time durations for typical services.
 2. Identification of all applicable codes, regulations, standards, or recommended practices to be followed by the Offeror in the performance of specific tasks proposed by the Offeror.
 3. A detailed description and plan for addressing the replacement of required parts or materials.
 4. A detailed method on how to address breakdowns and shutdowns, such as electrical troubles, burned out control coils, open circuits, electrical or mechanical adjustments, etc.
 5. Include the means and methods by which the Offeror will maintain, repair, and replace parts defined as obsolete. The Offeror should include their specific definition for obsolete equipment or parts.
 6. Describe how the Contractor and its employees will communicate with the university.
 - a) Describe what system or emergency contact methods are utilized by the Offeror to ensure the University has 24-hour / 7 days-per-week access to services (both emergency and non-emergency).
 - b) Provide information on how emergency calls are handled, the notifications available, and response times for emergency services.
 - c) Provide an example of any reports that would be generated for the university after the completion of the services requested (work order, repair order, completion of work, work performed, etc.). Clarify when each report would be generated and what information would be contained therein.
- B. **Contractor Qualifications:**
1. Information on the qualifications and experience of the contractor and employees who will be providing services to the University.
 2. Information pertaining to the length of time in business, general business practices, and a general statement of skills and experience.
 3. Provide copies of any licenses and certifications used by the Offeror in the performance of work included in this solicitation. Additionally, provide the University with all Service technician(s) certifications through the Commonwealth of Virginia, the Virginia Department of Professional and Occupational Regulation (DPOR), Virginia Elevator/Escalator Contractor License (EEC), and/or any other certifications from elevator manufacturers..
 4. Provide a list of all service equipment to be used by the Offeror in the performance of the work included in this solicitation.
- C. **Pricing Schedule:** Submit a completed Pricing Schedule (**See Attachment E**). All rates provided for the individual cleaning phases should be fully burdened to include all ancillary expenses associated with project performance. Transportation, travel time, trip costs, equipment rentals, overhead and profit, as well as any other soft cost or expense, will not be paid for separately. This is a flat fixed rate for those services.
1. If your company offers Preventative Maintenance Services in a tiered pricing format, please submit your pricing schedule to reflect those individual tiers. Describe what services are included and what services would be excluded under each Tier. Please feel free to include separate pricing sheets in addition to **Attachment E**.
- 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. (**See Attachment D**).
- E. ***Participation of Small, Women-owned and Minority-owned business (SWaM) Business:** If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any

business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSBD website at <http://www.sbsd.virginia.gov>.

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.	25%
2	Quality of products/services offered and suitability for the intended purposes.	25%
3	Specific plans or methodology to be used to provide the products/services.	20%
4	Financial (Cost)	20%
5	Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.	10%
	TOTAL	100%

B. Award

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
<u>Deliver proposal to:</u> Radford University David E. Armstrong Complex 501 Stockton Street Radford, VA 24142	<u>Mailing Address:</u> Radford University Procurement and Contracts PO Box 6885 Radford, VA 24142-6885	<u>Electronic Submissions:</u> 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 a complete response to this RFP to include.

a. **One (1) original paper copy of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked in accordance with section 12.A.1.c below.

- b. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** 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 AND SITE VISIT

- A. **AN OPTIONAL SITE VISIT** will be held **June 26, 2024 from 8:30 A.M to 10:00 A.M. (EST)**. *Offerors must register for the site visit with the Procurement Officer (Austin Eads: ateads@radford.edu) and indicate the number of attendees by no later than June 19, 2024.* Once notification is received of attendance, further instructions will be provided by the Procurement Officer regarding attendance, meeting location and parking arrangements. Transportation will be provided by the University for the site visit. As such, the University is requesting that no more than two employees per company attend the site visit.
- B. **AN OPTIONAL PRE-PROPOSAL CONFERENCE** will be held on June 26, 2024 at 10:15 A.M.(EST) in the Procurement and Contracts Conference Room #231 located in the Armstrong Complex. The street address is 501 Stockton Street, Radford, VA 24142.
- C. 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. Contact the Contract Officer identified in General Information, subsection Questions, of this document if you wish to attend the conference 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 Contract 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:**
- Attachment A – Terms and Conditions
 - Attachment B – Sample of Standard Contract Form
 - Attachment C – Zone Map for Cooperative Contracts
 - Attachment D – Vendor Data Sheet
 - Attachment E – Pricing Schedule
 - Attachment F – Virginia Business Opportunities Information

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: Contract 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. **ACCEPTANCE PERIOD:** Any bid/proposal submitted in response to this solicitation shall be valid for (180) days. At the end of the (180) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
2. **CODES AND STANDARDS:** All materials, equipment, and installation work shall be in compliance with specifications contained herein and all applicable codes and standards to include the Virginia Uniform Statewide Building Codes.
3. **COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue until either a Contractor has been selected or the University Procurement and Contracts Department rejects all proposals. Formal communications shall be directed to the University Procurement and Contracts Department. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
4. **CONTINUITY OF SERVICES:**

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

5. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of the University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the Contractor is objectionable to the University that employee shall be removed by the Contractor from the University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.

6. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified:

Contractor Name: _____

Contractor License # _____

Type _____

Subcontract Name: _____

License No. _____

Type: _____

7. **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 bidder/offeror within any 12-month period is \$750,000 or more, the bidder/offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors 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 bidder/offeror within any 12-month period is between \$150,000 or more, but less than \$750,000 or more, the bidder is to be licensed as a "CLASS B CONTRACTOR." If such a contract is for \$1,000 or more but less than \$10,000, or if the Contractor does less than \$150,000 in business in a 12-month period, the bidder/offeror 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 the bidder/offer fails to provide the required license as requested by the University within a specific period of time, the bid/proposal shall not be considered for further evaluation.

8. **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.
9. **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 that 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.
10. **DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The University will not assume any responsibility for receiving these shipments. Contractor shall check with the University and make necessary arrangements for security and storage space in the building during installation.
11. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized University's representative that the work is 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.
12. **INSURANCE:** Long, amounts can be increased or decreased as warranted. Any revisions should be reviewed with Risk Management.

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.
- 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.

13. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code; then the offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items as products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136
14. **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.
15. **MAINTENANCE MANUALS:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
16. **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.
17. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for three (3) successive one-year periods, or as negotiated, 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 the 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 and one-half percent (3.5%), whichever is less, for all renewal periods under the contract.
18. **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.
19. **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.

- 20. WARRANTY (COMMERCIAL):** The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- 21. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

Attachment B

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



STANDARD CONTRACT
Contract Number: **RUxxxxx**

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

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

This signed Radford University Standard Contract. Document;

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

Contractor’s Proposal signed and dated _____

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

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

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

CONTRACTOR:

Print Name: _____

Title: _____

Signature: _____

Date: _____

RADFORD UNIVERSITY

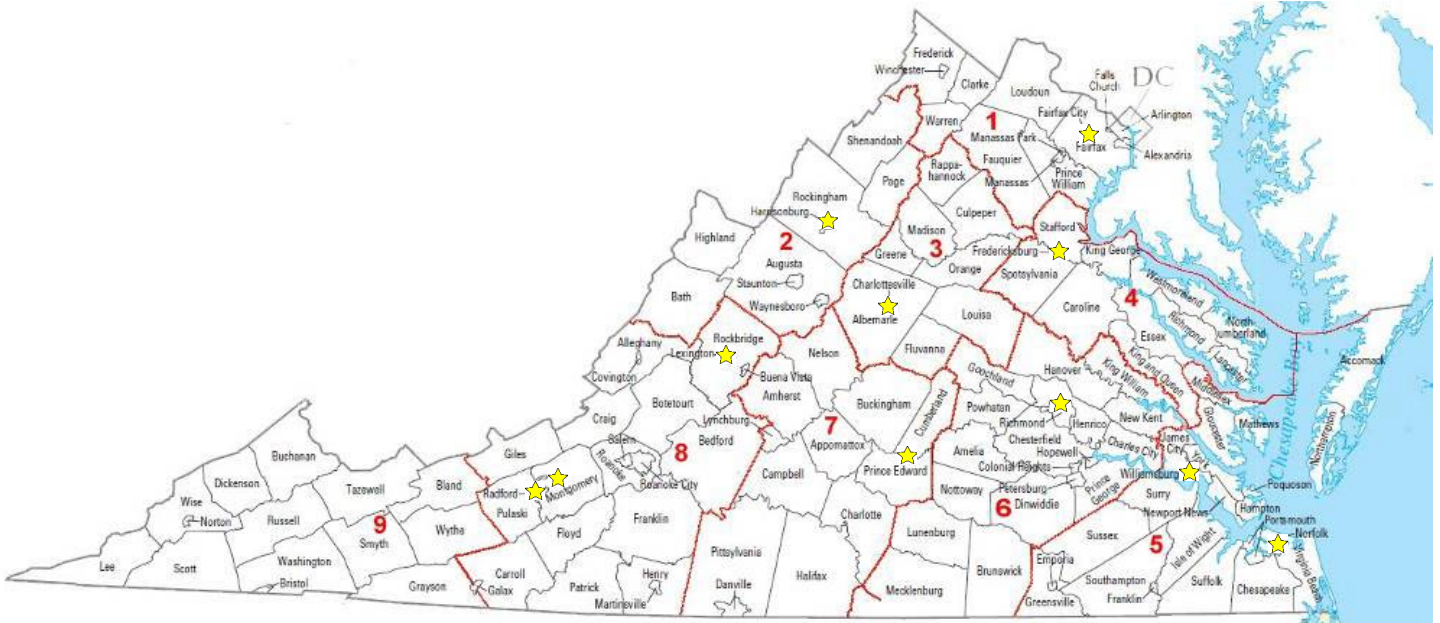
Print Name: _____

Title: _____

Signature: _____

Date: _____

Attachment C
Zone Map



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

List of member institutions by zones

<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 offer nonresponsive.

Qualifications: The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.	
Vendor's Primary Contact for this RFP:	
NAME:	TITLE:
PHONE:	EMAIL:
Years in Business: Indicate the length of time the Offeror's company has been in business providing the type of good or service to the type of customer detailed in this RFP:	
YEARS:	MONTHS:
References: Indicate below a listing of at least four (4) current or recent accounts (educational, 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. The Contact should be knowledgeable about the design, implementation, training, and service the Offeror's company provided to the referenced company.	

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

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

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

**Attachment E
Pricing Schedule**

A. Annual Price – Elevator Preventive Maintenance

Item	Elevator Location	No. Elevators	Type	Make	Annual Price
1.	Bolling Hall	1	Hydraulic	ThyssenKrupp	\$
2.	Center for the Sciences	2	Machine Roomless (MRL) Traction (Passenger)	ThyssenKrupp	\$
3.	Hemphill Hall	3	Machine Roomless (MRL) Traction (Passenger)	Kone	\$
4.	Cook Hall	1	Hydraulic	Otis	\$
5.	Cupp Stadium	1	Hydraulic	ThyssenKrupp	\$
6.	Curie Hall	1	Hydraulic	ThyssenKrupp	\$
7.	Dalton Hall (Bookstore)	1	Hydraulic (Passenger)	Dover	\$
8.	Dalton Hall (Kitchen)	1	Hydraulic (Freight)	Otis	\$
9.	Dalton Hall (Post Office)	1	Hydraulic (Passenger)	United	\$
10.	Davis Hall	1	Hydraulic	U.S. Elevator	\$
11.	Dedmon Center	1	Hydraulic	Westinghouse	\$
12.	Draper Hall	1	Hydraulic	ThyssenKrupp	\$
13.	Floyd Hall	1	Hydraulic	Dominion	\$
14.	Heth Hall	1	Hydraulic	ThyssenKrupp	\$
15.	Hurlburt Student Center	1	Hydraulic	Otis	\$
16.	Ingles Hall	1	Hydraulic	Otis	\$
17.	Jefferson Hall	1	Hybrid - Twin Rope (Hydraulic/Traction)	Cemco	\$
18.	Kyle Hall	2	Hydraulic	Schindler	\$
19.	Madison Hall	1	Hybrid - Twin Rope (Hydraulic/Traction)	Cemco	\$
20.	Martin Hall	1	Hydraulic	Dover	\$
21.	McConnell Library (Section B)	1	Hydraulic	ThyssenKrupp	\$
22.	McConnell Library (Section A HCAP)	1	Hydraulic	Otis	\$
23.	McConnell Library (Section C)	1	Hydraulic	Dover	\$

Item	Elevator Location	No. Elevators	Type	Make	Annual Price
24.	Moffett Hall	2	Hybrid Twin Post Roped (Hydraulic/Traction)	Virginia Control	\$
25.	Muse Hall (B & C Wing)	2	Hydraulic	Dover	\$
26.	Muse Hall (Main Lobby)	4	Machine Roomless (MRL) Traction (Passenger)	Schumacher	\$
27.	Muse Hall (Kitchen)	1	Hydraulic	Schumacher	\$
28.	Norwood Hall	1	Hydraulic	Dover	\$
29.	Peery Hall	1	Hydraulic	Dominion	\$
30.	Peters Hall	1	Hydraulic - Twin Post Jack (no ropes)	Elevator Tech	\$
31.	Pocahontas Hall	1	Hydraulic	ThyssenKrupp	\$
32.	Preston Hall	1	Hydraulic (Organ Lift)	Monarch	\$
33.	Russell Hall	1	Hydraulic	TKE	\$
34.	SELU	1	LULA	Concord	\$
35.	Stuart Hall	1	Hydraulic	Dominion	\$
36.	Student Recreation & Wellness Center	1	Hydraulic	ThyssenKrupp	\$
37.	Tyler Hall	1	Hydraulic	Dover	\$
38.	Trinkle Hall	1	Hydraulic	Dominion	\$
39.	Waldron Hall	1	Hydraulic	Dover	\$
40.	Walker Hall	1	Hydraulic	Dover	\$
41.	Washington Hall	1	Hydraulic	ThyssenKrupp	\$
42.	Whitt Hall	1	Hydraulic	Dover	\$
43.	Young Hall	1	Hydraulic	Westinghouse	\$
44.	Covington Hall	1	Hydraulic (Wheelchair Lift)	Concord	\$
45.	1000 East Main Street	1	Hydraulic	Dover	\$
46.	Bolling Hall	1	Hydraulic	ThyssenKrupp	\$
	GRAND TOTAL SUM - ANNUAL PRICE			\$	

B. Labor Rate for Repairs Not Covered Under Preventive Maintenance Requirements:

Description	Regular Time Price per Hour	Overtime Price per Hour
1. Mechanic	\$	\$
2. Assistant Mechanic	\$	\$

C. Repair Parts Not Covered Under Preventive Maintenance Requirements:

Percentage Discount:	%
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