



This contract entered into this 24th day of October 2024, by **TK ELEVATOR** located at, 7746 Garland Circle Roanoke, VA 24019, 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 **Elevator Preventative Maintenance and Repair Services** to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From **November 1, 2024**, through **October 31, 2026**, with three (3) one-year renewal options or as negotiated, to include all contractual provisions contained herein.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**
 - A. This signed Radford University Standard Contract Document.
 - B. General Terms and Conditions
 - C. Special Terms and Conditions
 - D. Radford University’s Request for Proposal (RFP) dated June 6, 2024, and Addendum 01, dated June 26, 2024.
 - E. Contractor’s Proposal signed and dated July 31, 2024
 - F. Clarification and Negotiation Questions Responses dated (Round One) September 12, 2024, and (Round Two) September 26, 2024.
5. **FINANCIAL COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Radford University in accordance with the contract documents

A. Annual Price – Elevator Preventive Maintenance

Item	Elevator Location	No. Elevators	Type	Make	Annual Price
1.	Bolling Hall	1	Hydraulic	ThyssenKrupp	\$1632.00
2.	Center for the Sciences	2	Machine Roomless (MRL) Traction (Passenger)	ThyssenKrupp	\$9492.00
3.	Hemphill Hall	3	Machine Roomless (MRL) Traction (Passenger)	Kone	\$14,238.00
4.	Cook Hall	1	Hydraulic	Otis	\$1632.00
5.	Cupp Stadium	1	Hydraulic	ThyssenKrupp	\$1632.00
6.	Curie Hall	1	Hydraulic	ThyssenKrupp	\$1632.00
7.	Dalton Hall (Bookstore)	1	Hydraulic (Passenger)	Dover	\$1632.00

Item	Elevator Location	No. Elevators	Type	Make	Annual Price
8.	Dalton Hall (Kitchen)	1	Hydraulic (Freight)	Otis	\$1632.00
9.	Dalton Hall (Post Office)	1	Hydraulic (Passenger)	United	\$1632.00
10.	Davis Hall	1	Hydraulic	U.S. Elevator	\$1632.00
11.	Dedmon Center	1	Hydraulic	Westinghouse	\$1632.00
12.	Draper Hall	1	Hydraulic	ThyssenKrupp	\$1632.00
13.	Floyd Hall	1	Hydraulic	Dominion	\$1632.00
14.	Heth Hall	1	Hydraulic	ThyssenKrupp	\$1632.00
15.	Hurlburt Student Center	1	Hydraulic	Otis	\$1632.00
16.	Ingles Hall	1	Hydraulic	Otis	\$1632.00
17.	Jefferson Hall	1	Hybrid - Twin Rope (Hydraulic/Traction)	Cemco	\$1632.00
18.	Kyle Hall	2	Hydraulic	Schindler	\$3264.00
19.	Madison Hall	1	Hybrid - Twin Rope (Hydraulic/Traction)	Cemco	\$1632.00
20.	Martin Hall	1	Hydraulic	Dover	\$1632.00
21.	McConnell Library (Section B)	1	Hydraulic	ThyssenKrupp	\$1632.00
22.	McConnell Library (Section A HCAP)	1	Hydraulic	Otis	\$1632.00
23.	McConnell Library (Section C)	1	Hydraulic	Dover	\$1632.00
24.	Moffett Hall	2	Hybrid Twin Post Roped (Hydraulic/Traction)	Virginia Control	\$3264.00
25.	Muse Hall (B & C Wing)	2	Hydraulic	Dover	\$3264.00
26.	Muse Hall (Main Lobby)	4	Machine Roomless (MRL) Traction (Passenger)	Schumacher	\$18,984.00
27.	Muse Hall (Kitchen)	1	Hydraulic	Schumacher	\$1632.00
28.	Norwood Hall	1	Hydraulic	Dover	\$1632.00
29.	Peery Hall	1	Hydraulic	Dominion	\$1632.00
30.	Peters Hall	1	Hydraulic - Twin Post Jack (no ropes)	Elevator Tech	\$1632.00
31.	Pocahontas Hall	1	Hydraulic	ThyssenKrupp	\$1632.00

Item	Elevator Location	No. Elevators	Type	Make	Annual Price
32.	Preston Hall	1	Hydraulic (Organ Lift)	Monarch	\$1632.00
33.	Russell Hall	1	Hydraulic	TKE	\$1632.00
34.	SELU	1	LULA	Concord	\$1632.00
35.	Stuart Hall	1	Hydraulic	Dominion	\$1632.00
36.	Student Recreation & Wellness Center	1	Hydraulic	ThyssenKrupp	\$1632.00
37.	Tyler Hall	1	Hydraulic	Dover	\$1632.00
38.	Trinkle Hall	1	Hydraulic	Dominion	\$1632.00
39.	Waldron Hall	1	Hydraulic	Dover	\$1632.00
40.	Walker Hall	1	Hydraulic	Dover	\$1632.00
41.	Washington Hall	1	Hydraulic	ThyssenKrupp	\$1632.00
42.	Whitt Hall	1	Hydraulic	Dover	\$1632.00
43.	Young Hall	1	Hydraulic	Westinghouse	\$1632.00
44.	Covington Hall	1	Hydraulic (Wheelchair Lift)	Concord	\$538.32
45.	1000 East Main Street	1	Hydraulic	Dover	\$1632.00
GRAND TOTAL SUM – ANNUAL PRICE					\$115,060.32

Labor Rate for Repairs Not Covered Under Preventive Maintenance Requirements:

Description	Regular Time Price per Hour	Overtime Price per Hour
1. Mechanic	\$275.00	\$386.00
2. Assistant Mechanic	\$206.00	\$309.00

Repair Parts Not Covered Under Preventive Maintenance Requirements:

Percentage Discount:	20%
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- B. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University upon written agreement of both parties three (3) additional one-year periods, under the terms of the current Contract, and at a reasonable time (approximately 90 days) before the expiration. 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.

6. ADDITIONAL NEGOTIATED TERMS AND CONDITIONS: The following terms and conditions have been negotiated and shall replace the corresponding language stated in RFP Document R24-009;

A. **RFP Attachment A: Section II.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. in the event of nonperformance on behalf of the Vendor, Radford University may terminate the agreement with thirty (30) days written notice. Upon receipt of that written notice, the Vendor will be afforded thirty (30) days to remedy the alleged nonperformance. 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.

B. **RFP Attachment A: Section II.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, e-mailed, or electronically submitted, to the address of the respective party at the following address:

If to the Contractor: 7746 Garland Circle, Roanoke, VA 24019
Attention: Brent Caperones, General Manager

If to Radford University:
RADFORD UNIVERSITY
Procurement and Contracts Department
Attn: Austin Eads, Procurement Officer
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142

C. **Obsolescence:** Obsolescence is defined as any equipment/component/part that is 25 or more years old and/or is no longer in stock and readily available from the Original Equipment Manufacturer (OEM), regardless of whether it can be custom-made, fabricated or acquired at any price or whether a refurbished or reconditioned version is available from anyone. If any part or component of Radford's equipment covered under this agreement cannot, where agreed upon by TK Elevator and a third-party analyst of Radford University's choosing, be safely repaired, and a brand new-direct replacement is no longer in stock and readily available from the OEM, that part will be considered obsolete.

D. **Weekly Hour Requirement:** The Contractor shall provide a technician on campus for a minimum of 16 hours per week.

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7. **ORDER OF PRECEDENCE:** This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the 1) Standard Contract, 2) Special Terms and Conditions 3) Additional Terms and Conditions, 4) General Terms and Conditions, 5) Request for Proposal (R24-009), 6) Contractor's Proposal, and 7) Clarification and Negotiation questions and responses, the Standard Contract shall prevail.

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

TK ELEVATOR

RADFORD UNIVERSITY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

Page 9 of 26

RFP # R24-009 (Elevator Preventative Maintenance and Repair)
Revised: 10.2.23 (AG Approved) replacing version 4.28.23
Zone Map Updated (7.18.22)

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 SBSD 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](#).

Page 12 of 26

RFP # R24-009 (Elevator Preventative Maintenance and Repair)

Revised: 10.2.23 (AG Approved) replacing version 4.28.23

Zone Map Updated (7.18.22)

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/offeree within any 12-month period is \$750,000 or more, the bidder/offeree is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as 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/offeree 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/offeree 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/offeree 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 of 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

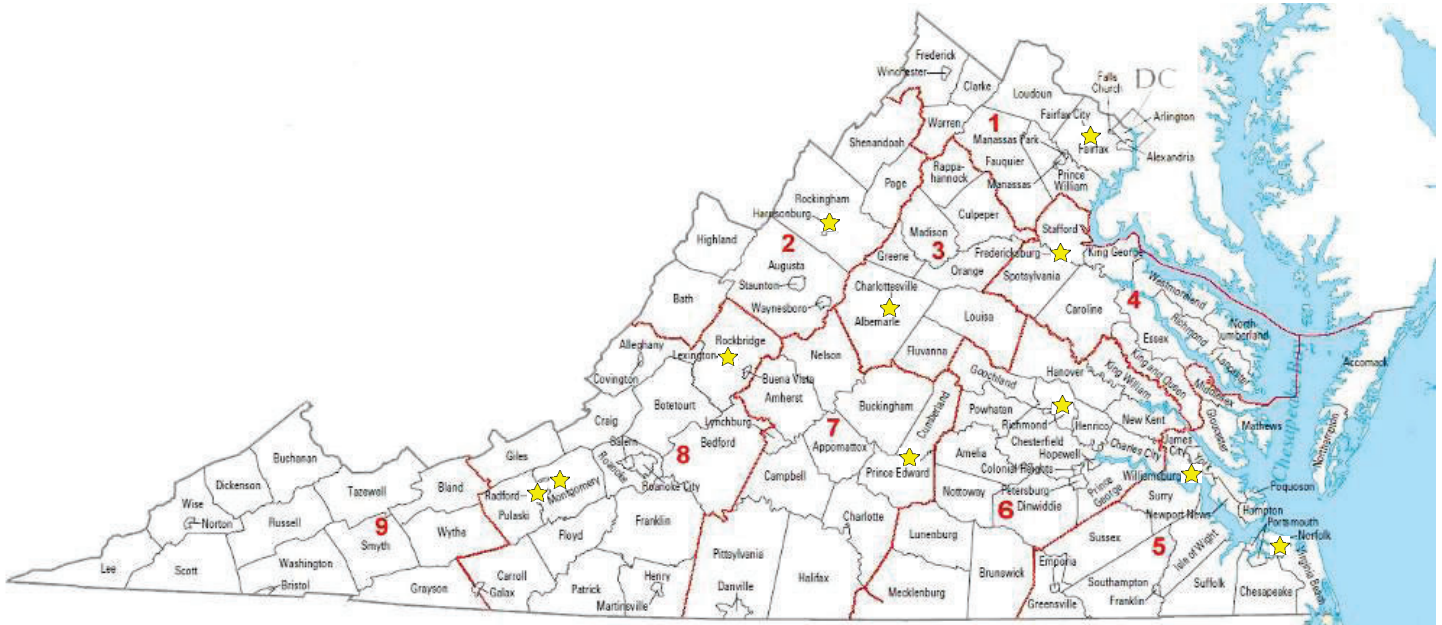
Print Name: _____

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: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">NAME:</div> <div style="width: 45%;">TITLE:</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">PHONE:</div> <div style="width: 45%;">EMAIL:</div> </div>	
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: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">YEARS:</div> <div style="width: 45%;">MONTHS:</div> </div>	
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: Phone: () Fax: ()	Contact Name and Title: Email:
Project:	
Dates of Service:	\$ Value:

Company: Phone: () Fax: ()	Contact Name and Title: Email:
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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GENERAL TERMS AND CONDITIONS

This solicitation and any resulting contract are subject to the provisions of the *Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendor's* and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at www.vascupp.org.

1. **ADMINISTRATIVE APPEALS PROCEDURE:** Although Radford University is authorized to establish an administrative appeals procedure, it has chosen not to develop such procedures, but rather will rely on legal action for such determinations. (Governing Rule §55). However, Radford University reserves the right to use Alternative Dispute Resolution (ADR) for hearing appeals from decisions on disputes arising during the performance of a contract or when it is deemed to be in the best interest of the University. (Governing Rule §56).
2. **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 §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 Rule §36).

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.
3. **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.
4. **ANNOUNCEMENT OF AWARD:** Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, Radford University will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.

5. **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.
6. **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.
7. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business, trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.
8. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree 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 University 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 University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. 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 University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. 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 if 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 University with all vouchers and records of expenses incurred and savings realized. The University 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 University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail 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 dispute's clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors (Governing Rule §53). 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 University or with the performance of the contract generally.
9. **CONTROLLING VERSION OF SOLICITATION:** The original version of the solicitation and any addenda issued by Radford University's Procurement and Contracts Department is the mandatory controlling version of the document. Any modification to the solicitation by the bidder or offeror shall not modify the original version of the solicitation issued by Radford University's Procurement and Contracts Department. Such modifications or additions to the solicitation by the bidder or offeror may be cause for rejection of the bid or proposal; however, Radford University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid or proposal.
10. **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.

11. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, 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.
12. **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 manufacture, 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. (Governing Rule §11).

13. **EO/AA STATEMENT:** If this contract is a covered government contract or subcontract, contractors and subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Radford University does not discriminate against employees, students, or applicants on the basis of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, or veteran status; or otherwise discriminate against employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees, or applicants; or any other basis protected by law.
14. **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.
15. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal [eVA Electronic Virginia Portal](#) 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 by completing the free eVA Vendor Registration. All bidders or offerors should self-register in eVA and pay applicable vendor transaction fees. Failure to register may result in the bid/proposal being rejected.
16. **E-VERIFY REQUIREMENT OF ANY CONTRACTOR:** Any contractor with more than an average of 50 employees for the previous 12-months entering into a contract in excess of \$50,000 with the University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
17. **FEDERAL GRANTS:** The following provisions apply to a contract made under a federal grant: Appendix II C.F.R. 200§§200.317-200.326.
18. **FORCE MAJEURE:** The performance of the contract by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of

COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Event, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the contract. The contract may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

19. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized illegal alien as defined in the federal Immigration Reform and Control Act of 1986.
20. **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; or 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 failure of the issuing agency to use the material, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
21. **MANDATORY USE OF RADFORD UNIVERSITY'S FORM AND TERMS AND CONDITIONS:** Failure to submit a response on Radford University's form provided for that purpose may be a cause for rejection of the response. Modification of or additions to the General Terms and Conditions of the solicitation may be cause of rejection of the response; however, the University reserves the right, on a case by case basis, in its sole discretion, whether or not to reject such a response.
22. **NONDISCRIMINATION OF CONTRACTORS:** A bidder/offeree, 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 from 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 the objection, access to equivalent goods, services, or disbursements from an alternative provider.
23. **PAYMENT:**
 1. **Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. 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. However, this shall not affect offers of discounts for payment in less than 30 days.
 - c. 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.
 - d. 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.
 - e. **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 the University of its prompt payment obligations with respect to those charges which are not in dispute (*Governing Rule §53. Contractual disputes*).

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 University 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 as specified in the contract documents and 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 substantial 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 University or institution, or other appropriate penalties may be accessed in lieu of withholding such payment.

24. **PRECEDENCE OF TERMS:** The following paragraphs of these General Terms and Conditions shall apply in all instances: **Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors, Applicable Laws and Courts, Anti-Discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, Mandatory Use of Radford University's Form and Terms and Conditions, Clarification of Terms, and Payment.** 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.

25. **PRICING CURRENCY:** Unless otherwise stated in the solicitation, bidder/offeror shall state bid/offer in U.S. dollars.

26. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The University 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 University all such information and data for this purpose as may be requested. The University reserves the right to inspect bidder/offeror's physical facilities prior to award to satisfy questions regarding the bidder/offeror's capabilities. The University further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the University that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

27. **SUPREMACY CLAUSE:** Notwithstanding any provision in the bidder's/offeror's response to the contrary, the bidder/offeror agrees that the terms and conditions contained in Radford University's bid/offer prevail over contrary terms and conditions in the bidder's/offeror's response.

28. **TAXES:** Sales to the Commonwealth of Virginia and Radford University are normally exempt from state sales tax. State sales and use tax certificates of exemption ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The appropriate University Sales and Use Tax of Exemption number is as follows: RU 10-546001789F-001; FIN 54-6001789

29. **TESTING AND INSPECTION:** The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.
30. **TRANSPORTATION AND PACKAGING:** By submitting bids/offers, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest band best rate 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. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.)**
31. **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 name, but conveys the general style, type, character, and quality of the product desired. Any product 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 identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University 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 as nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS.)**



Addendum Number 01

Date: June 26, 2024

Reference Request For Proposal Number:	R24-009
Commodity:	Elevator Preventative Maintenance & Repair Services
Dated:	June 5, 2024
For Delivery To:	Radford University Agency: Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142
Proposal Due Date/Time:	July 31, 2024 at 3:00PM

The following are attached hereto:

1. Pre-Proposal Conference Slide Deck
2. Pre-Proposal Sign-In Sheet
3. Amended Pricing Schedule, Attachment E (dated 06.26.24)
4. Radford Annual Inspection Summaries for prior two years.

The following questions were asked during the site visit:

(Q = Question; R = Radford Response)

Center for Sciences Building:

Q: Have there been any issues with the hydraulics?

R: No.

Q: Have the elevators been modified?

R: Yes.

Hemphill Hall:

Q: How old is this building

R: It was built in 2016.

Muse Hall:

Q: When is Muse Hall scheduled to be decommissioned?

R: Estimated date for decommissioning is 2028. This is subject to change based upon the needs of the University.

Russell Hall:

Q: Have the elevators been modified?

R: Yes.

The following questions were asked during the Pre-Proposal Conference:

(Q = Question; R = Radford Response)

Q: Regarding the electronic submission, should any of us elect to go that route, when we do submit, is there any type of reply or confirmation of receipt?

R: At the time of submission, a pop-up will appear on the screen confirming submission date and time. Additionally, eVA will generate an automated email to the vendor confirming receipt. Radford does not automatically confirm receipt within eVA. However, vendors can inquire with the Procurement Officer over the solicitation, and he/she can confirm receipt on a case-by-case basis.

Q: I noticed in the RFP that we did not include the requirement for a technician to be on-site for a minimum of 16 hours. Was that in the RFP?

R: No. As part of the RFP process, the University wants the vendor to propose how the company will provide the services listed for the University. This process is designed to allow vendors to present details pertaining to schedule, methodology, and plans for providing the services requested in the solicitation. If clarification of the plan or methodology needs to be clarified further, that can happen during the negotiation phase of the process.

Q: What are your annual inspection dates?

R: January and July of each year. The University attempts to schedule these services during school breaks, when students are not on campus.

Q: In regard to obsolescence, can we submit alternate language to be considered?

R: If there is alternative language you would like the University to consider, you are welcome to. Any discussions regarding changes to the Statement of Needs would happen during the negotiation phase of the process.

Q: I saw there was also a 60-day cancellation policy, can we offer alternate language there?

R: This would be something that would be discussed during the negotiation phase of the process.

Q: Is the Fireman's Recall Test monthly or annual?

R: Those tests occur on an annual basis.

Q: Can we get copies of the inspection paperwork?

R: Due to the length and size of the inspection documentation, we are providing summaries for the previous two (2) years with this addendum. The full inspection reports may be viewed by arranging a date and time to come and view them on site. If you wish to schedule this, please reach out to Austin Eads (ateads@radford.edu) and he will get that set up and available.

Q: It appears Bolling Hall is listed twice on the Pricing Schedule.

R: An Amended Attachment E has been supplied with this Addendum to correct that clerical error.

Attachment E
Amended Pricing Schedule
June 26, 2024

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	\$

Item	Elevator Location	No. Elevators	Type	Make	Annual Price
23.	McConnell Library (Section C)	1	Hydraulic	Dover	\$
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	\$
	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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Radford University - 2022-2023 CAT1/CAT5 Testing - Punch List			
Location Name	Violation	Date of Inspection	Inspector Name
1000 East Main Street	Cover on junction box in machine room is missing. Update and tag fire extinguisher in machine room. Repair emergency phone to work properly.	2/6/23	Robbie Thornhill
Center for the Sciences #1	No violations as of this date. Recommend/Note: Governor cable will need to be shortened soon.	12/21/22	Robbie Thornhill
Cook Hall	Repair pit lights to work properly. Repair emergency light to work properly. Repair fire service buzzer in car to work properly. Recommend: Handrails on top of car.	12/22/22	Robbie Thornhill
Curie Hall	Repair emergency light to work properly.	2/7/23	Robbie Thornhill
Davis Hall	Repair emergency bell to work properly	12/20/22	Robbie Thornhill
Dedmon Center	Water in pit. Pit channels severely rusted.	2/6/23	Robbie Thornhill
Floyd Hall	Replace ceiling tiles in elevator or protect lights. Car doors have flat spots on them-need to be replaced. Missing capacity tag inside car.	2/6/23	Robbie Thornhill
Hemphill Hall #1	Repair two-way communication system to work. Stopped tested due to Car 2 being removed from service due to brake not holding load. Car will need to be retested.	12/22/22	Dan Lipscomb
Hemphill Hall #2	Repair two-way communication system to work. Repair brake (s) to hold load. Or ropes slipping on sheave due to over-lubrication. Car removed from service for repair.	12/22/22	Dan Lipscomb
Hemphill Hall #3	Repair two-way communication system to work.	12/22/22	Dan Lipscomb
Jefferson Hall	Re-label inside of car "elevator 1," not "PE2."	2/7/23	Robbie Thornhill
Kyle Hall #1	Repair emergency light to work properly.	12/22/22	Robbie Thornhill
Kyle Hall #2	Thermostat wire must be in conduit in machine room. 1900 box cover plate missing in machine room. Plug in sump pump in pit. Repair broken fire alarm box in pit.	12/22/22	Robbie Thornhill
Martin Hall	Repair phase I and phase II fire hat to light	12/20/22	Robbie Thornhill
McConnell Library #1	Repair emergency light to work properly	12/20/22	Robbie Thornhill
McConnell Library #2	Recommend: clean diapers from pit	12/20/22	Robbie Thornhill
Moffett Hall East	No violations as of this date. NOTE: Pressure gauge needs to be replaced before next year's test.	2/7/23	Robbie Thornhill
Moffett Hall West	No violations as of this date. NOTE: Pressure gauge needs to be replaced before next year's test.	2/7/23	Robbie Thornhill
Muse Hall #1	Repair or replace door gibs as necessary (floors 13, 11, 9, 7 and 1). Emergency light and bell to work. Fire hat light to work in car. Fire control room switch numbering (repeat violation from Sept. 2022 routine)	12/19/22	Dan Lipscomb
Muse Hall #2	Emergency light and bell to work. Two way communication system to work. Fire control room switch numbering (repeat violation from Sept. 2022 routine)	12/19/22	Dan Lipscomb
Muse Hall #3	Emergency light and bell to work. Repair or replace door gibs as necessary (floors 10, 9 and 1). Phase II off position to work correctly. Fire control room switch numbering (repeat violation from Sept. 2022 routine)	12/19/22	Dan Lipscomb
Muse Hall #4	Emergency light to work. Repair or replace door gibs as necessary (floors 5 and 1). Repair lobby PI to work. Fire control room switch numbering (repeat violation from Sept 2022 routine)	12/19/22	Dan Lipscomb
Muse Hall B Wing	Rupture valve needs to be tested and sealed. Relabel unit inside car to be B Wing.	12/21/22	Robbie Thornhill
Muse Hall C Wing	Rupture valve needs to be tested and sealed. Relabel unit inside car to be C Wing.	12/21/22	Robbie Thornhill
Muse Hall Kitchen	Machine room lighting needs a dedicated switch in room. Re-label inside of car to be Kitchen Car. Remove one of the rupture valves and relocate single one in correct location. Car racked.	12/21/22	Robbie Thornhill
Norwood Plaza	Repair emergency light to work properly. Repair in-car lanterns.	12/22/22	Robbie Thornhill
Patrick D. Cupp Stadium	Clean pads off pit floor. Prevent water from entering pit-severe rust on all equipment. Remove white mystery dust from top of car and hoist way.	2/6/23	Robbie Thornhill
Peery Hall	Repair phase I key switch to work properly. Repair emergency lights to work properly.	2/6/23	Robbie Thornhill

Radford University - 2022-2023 CAT1/CAT5 Testing - Punch List			
Location Name	Violation	Date of Inspection	Inspector Name
Pocahontas Hall	Repair emergency bell to work properly. <i>Note: needs five gallons of oil to make top floor.</i>	12/20/22	Robbie Thornhill
Russell Hall	Repair emergency bell to work properly	12/20/22	Robbie Thornhill
SELU	<i>No violations as of this date. NOTE: Flex hose needs to be replaced before next year's full load test.</i>	2/7/23	<i>Robbie Thornhill</i>
Stuart Hall	Repair phase I key switch.	2/6/23	Robbie Thornhill
<i>Student Recreation and Wellness Center</i>	<i>No violations as of this date. Recommend/Note: smoke detector in the pit is chirping.</i>	2/6/23	<i>Robbie Thornhill</i>
Trinkle Hall	Repair in-car handrail. Protect cab lights with a cage or tube.	2/6/23	Robbie Thornhill
Waldron Hall	Repair pit lights to work properly.	12/22/22	Robbie Thornhill
Young Hall	Hoist way doors to self close from any position. Clean pit.	12/20/22	Robbie Thornhill

Radford University - DEC 2023/JAN 2024 Tests - Punch List			
Location Name / Device Number	Violation	Date of Inspection	Inspector Name
Center for the Sciences / #1	Repair bottom floor access key switch to work properly. Unit needs to slip traction when on safety. Emergency bell and light to work properly. Replace missing M braille on car button. Monitor hoist cables, starting to show some wear/are shiny.	12/11/23	Robbie Thornhill
Center for the Sciences / #2	Replace missing braille on car buttons. Replace battery for emergency light. Repair access switch top floor.	12/11/23	Robbie Thornhill
Hemphill Hall / #1	Need batteries replaced for testing of unintended movement. Test ascending car. Phone calls the financial aid department at Radford.	12/11/23	Robbie Thornhill
Hemphill Hall / #2	Need batteries replaced for testing of unintended movement. Test ascending car. Phone now calls the financial aid department at Radford. Replace oiler on top of car.	12/11/23	Robbie Thornhill
Hemphill Hall / #3	Need batteries replaced for testing of unintended movement. Test ascending car. Phone to work properly.	12/11/23	Robbie Thornhill
Jefferson Hall / #1	Re-label inside car "Elevator 1" not "PE2." Travel cable is wearing badly on the pit ladder.	12/13/23	Robbie Thornhill
Madison Hall / #1	Emergency phone not working properly. Travel cables are rubbing pit ladder.	12/13/23	Robbie Thornhill
Moffett Hall East / #1	Battery needed for emergency lights. Pit lights not working. Replace pressure gauge.	12/13/23	Robbie Thornhill
Moffett Hall West / #1	Inside of tank lid is rusting - going to cause valve problems. Pressure gauge needs to be replaced. Need battery for emergency light.	12/13/23	Robbie Thornhill
Muse Hall / #1	Remove one counterweight stinger to obtain correct runby.	12/12/23	Robbie Thornhill
Muse Hall / #2	Remove one counterweight stinger to obtain correct runby.	12/12/23	Robbie Thornhill
Muse Hall / #3	Remove one counterweight stinger to obtain correct runby.	12/12/23	Robbie Thornhill
Muse Hall / #4	Remove one counterweight stinger to obtain correct runby. Repair main lobby PI.	12/12/23	Robbie Thornhill
Kyle Hall / #2	Thermostat wire must be in conduit in machine room. 1900 box cover plate missing in machine room. Plug in sump pump in pit. Repair broken fire alarm box in pit.	1/30/24	Robbie Thornhill
McConnell Library / #2	(RECOMMEND) Clean diapers from pit.	1/30/24	Robbie Thornhill
McConnell Library / #3	Need battery for emergency bell and light	1/30/24	Robbie Thornhill
Peters Hall / #1	Repair emergency light to work properly.	1/30/24	Robbie Thornhill
Waldron Hall / #1	Repair emergency light to work properly. Repair fire key switch Phase I	1/30/24	Robbie Thornhill
Young Hall / #1	Repair emergency phone to work properly.	1/30/24	Robbie Thornhill
Dalton Hall Post Office / #3	Provide to perform rupture valve test	01/31/24	Robbie Thornhill
Draper Hall	Need battery for emergency bell and light	01/31/24	Robbie Thornhill
Floyd Hall / #1	Replace ceiling tiles in elevator or protect lights, ventilation in machine room to work. Car doors have flat spots on them. Need to be replaced. Missing capacity tag inside car. Battery for lights and bell. Repack jack, failed static test, remove oil from pit floor.	01/31/24	Robbie Thornhill
Heth Hall / #1	Recommendation: COP should be on same side as Phase I Key Switch	01/31/24	Robbie Thornhill
Hurburt Student Center / #1	Provide to perform rupture valve test	01/31/24	Robbie Thornhill
Ingles Hall / #1	Provide to perform rupture valve test. Repair emergency phone to work properly.	01/31/24	Robbie Thornhill
Peery Hall / #1	Repair emergency lights to work properly. Door rollers need to be repaced. Machine room ventilation not working.	01/31/24	Robbie Thornhill
Pocahontas Hall / #1	Car failed static. Need to repair jack.	01/31/24	Robbie Thornhill
Stuart Hall / #1	Repair machine room light above controller and ventilation. Only completed pressure test. Unit is OOS WAITING ON DOOR PARTS	01/31/24	Robbie Thornhill
Student Recreation & Wellness Center / #1	Phone needs to give correct location	01/31/24	Robbie Thornhill
Trinkle Hall	Repair in car handrail. Protect cab lights with a cage or tube	01/31/24	Robbie Thornhill

Radford University - DEC 2023/JAN 2024 Tests - Punch List			
Location Name / Device Number	Violation	Date of Inspection	Inspector Name
Washington Hall	Provide to perform rupture valve test	01/31/24	Robbie Thornhill
Curie Hall / #1	Car OOS Provide to perform rupture valve test	01/31/24	Robbie Thornhill
Dedmond Center / #1	Water in pit and pit channels severely rusted. Repeat violation. Hoistway doors to close from any position.	02/01/24	Robbie Thornhill
Muse Hall / B Wing	Provide to perform rupture valve test	02/01/24	Robbie Thornhill
Muse Hall / C Wing	Provide to perform rupture valve test. Repair emergency light and bell to work properly	02/01/24	Robbie Thornhill
Muse Hall / Kitchen	Provide to perform rupture valve test Battery for lights and bell Repair emergency phone to work	02/01/24	Robbie Thornhill
Patrick D Cupp Stadium	Clean pads off pit floor, prevent water from entering pit, severe rust on all equipment. Remove white mystery dust from top of car and hoist way. Remove oil/water from sump pump hole.	02/01/24	Robbie Thornhill
SELU / #1	FLEX HOSE NEEDS TO BE REPLACED Repair emergency phone to work properly	02/01/24	Robbie Thornhill

RADFORD UNIVERSITY

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
<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**.

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

☒ **Large**

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

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

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

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

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

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number) TK Elevator		FEDERAL TAXPAYER NUMBER (ID#) 62-1211267	
BUSINESS NAME /DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice) TK Elevator	
PURCHASE ORDER ADDRESS 7746 Garland Circle Roanoke, VA 24153		PAYMENT ADDRESS PO Box 3796 Carol Stream, IL 60132-3796	
CONTACT NAME/TITLE (PRINT) Nicholas T. Farmakis		EMAIL ADDRESS nicholas.farmakis@tklevator.com	
TELEPHONE NUMBER 540-353-5840	TOLL FREE TELEPHONE NUMBER	FAX NUMBER 866-572-1744	EVA VENDOR ID NUMBER VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER F0486771

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: Nicholas T Farmakis DATE: 7-30-2024

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

Page 9 of 26

RFP # R24-009 (Elevator Preventative Maintenance and Repair)

Revised: 10.2.23 (AG Approved) replacing version 4.28.23

Zone Map Updated (7.18.22)

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 SBSD 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

Deliver proposal to:

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

Mailing Address:

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

Electronic Submissions:

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

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

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

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

- 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.

Page 12 of 26

RFP # R24-009 (Elevator Preventative Maintenance and Repair)

Revised: 10.2.23 (AG Approved) replacing version 4.28.23

Zone Map Updated (7.18.22)

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 TK Elevator 7-31-24 3:00 Pm
Name of Offeror Due Date Time Due

501 Stockton St R24-009
Street or Box Number Solicitation Number

Radford, Va 24142 Elevator Preventative Maintenance and Repair Services
City, State, Zip Code Solicitation Title

Name of Procurement Officer: Austin Eads

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: TK Elevator
- Contractor License # 2701002487
- Type A
- 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/offeree within any 12-month period is \$750,000 or more, the bidder/offeree 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/offeree 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/offeree 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/offeree 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.: 2701002487 Specialty: Elevators

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 of 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.

RADFORD
UNIVERSITY

STANDARD CONTRACT

Contract Number: RUxxxxx

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

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

This signed Radford University Standard Contract. Document;

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

Contractor's Proposal signed and dated _____

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

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

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

CONTRACTOR:

Print Name: _____

Title: _____

Signature: _____

Date: _____

RADFORD UNIVERSITY

Print Name: _____

Title: _____

Signature: _____

Date: _____

Attachment C
Zone Map



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

List of member institutions by zones

Zone 1

**George Mason University
(Fairfax)**

Zone 2

James Madison University (Harrisonburg)

Zone 3

**University of Virginia
(Charlottesville)**

Zone 4

**University of Mary Washington
(Fredericksburg)**

Zone 5

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

Zone 6

**Virginia Commonwealth
University (Richmond)**

Zone 7

Longwood University (Farmville)

Zone 8

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

Zone 9

The zone map is provided for the Offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth of Virginia. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

**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: *Nicholas Farmakis*

TITLE: *Account Manager*

PHONE: *540-353-5840*

EMAIL: *nicholas.farmakis@+kelevator.com*

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: *7.5 +*

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.



Attachment E
Amended Pricing Schedule
June 26, 2024

A. Annual Price – Elevator Preventive Maintenance

Item	Elevator Location	No. Elevators	Type	Make	Annual Price
1.	Bolling Hall	1	Hydraulic	ThyssenKrupp	\$ 1,332.00
2.	Center for the Sciences	2	Machine Roomless (MRL) Traction (Passenger)	ThyssenKrupp	\$ 6,864.00
3.	Hemphill Hall	3	Machine Roomless (MRL) Traction (Passenger)	Kone	\$ 10,296.00
4.	Cook Hall	1	Hydraulic	Otis	\$ 1,332.00
5.	Cupp Stadium	1	Hydraulic	ThyssenKrupp	\$ 1,332.00
6.	Curie Hall	1	Hydraulic	ThyssenKrupp	\$ 1,332.00
7.	Dalton Hall (Bookstore)	1	Hydraulic (Passenger)	Dover	\$ 1,332.00
8.	Dalton Hall (Kitchen)	1	Hydraulic (Freight)	Otis	\$ 1,332.00
9.	Dalton Hall (Post Office)	1	Hydraulic (Passenger)	United	\$ 1,332.00
10.	Davis Hall	1	Hydraulic	U.S. Elevator	\$ 1,332.00
11.	Dedmon Center	1	Hydraulic	Westinghouse	\$ 1,332.00
12.	Draper Hall	1	Hydraulic	ThyssenKrupp	\$ 1,332.00
13.	Floyd Hall	1	Hydraulic	Dominion	\$ 1,332.00
14.	Heth Hall	1	Hydraulic	ThyssenKrupp	\$ 1,332.00
15.	Hurlburt Student Center	1	Hydraulic	Otis	\$ 1,332.00
16.	Ingles Hall	1	Hydraulic	Otis	\$ 1,332.00
17.	Jefferson Hall	1	Hybrid - Twin Rope (Hydraulic/Traction)	Cemco	\$ 1,332.00
18.	Kyle Hall	2	Hydraulic	Schindler	\$ 2,664.00
19.	Madison Hall	1	Hybrid - Twin Rope (Hydraulic/Traction)	Cemco	\$ 1,332.00
20.	Martin Hall	1	Hydraulic	Dover	\$ 1,332.00
21.	McConnell Library (Section B)	1	Hydraulic	ThyssenKrupp	\$ 1,332.00
22.	McConnell Library (Section A HCAP)	1	Hydraulic	Otis	\$ 1,332.00

Item	Elevator Location	No. Elevators	Type	Make	Annual Price
23.	McConnell Library (Section C)	1	Hydraulic	Dover	\$ 1,332.00
24.	Moffett Hall	2	Hybrid Twin Post Roped (Hydraulic/Traction)	Virginia Control	\$ 2,664.00
25.	Muse Hall (B & C Wing)	2	Hydraulic	Dover	\$ 2,664.00
26.	Muse Hall (Main Lobby)	4	Machine Roomless (MRL) Traction (Passenger)	Schumacher	\$ 13,728.00
27.	Muse Hall (Kitchen)	1	Hydraulic	Schumacher	\$ 1,332.00
28.	Norwood Hall	1	Hydraulic	Dover	\$ 1,332.00
29.	Peery Hall	1	Hydraulic	Dominion	\$ 1,332.00
30.	Peters Hall	1	Hydraulic - Twin Post Jack (no ropes)	Elevator Tech	\$ 1,332.00
31.	Pocahontas Hall	1	Hydraulic	ThyssenKrupp	\$ 1,332.00
32.	Preston Hall	1	Hydraulic (Organ Lift)	Monarch	\$ 1,332.00
33.	Russell Hall	1	Hydraulic	TKE	\$ 1,332.00
34.	SELU	1	LULA	Concord	\$ 1,332.00
35.	Stuart Hall	1	Hydraulic	Dominion	\$ 1,332.00
36.	Student Recreation & Wellness Center	1	Hydraulic	ThyssenKrupp	\$ 1,332.00
37.	Tyler Hall	1	Hydraulic	Dover	\$ 1,332.00
38.	Trinkle Hall	1	Hydraulic	Dominion	\$ 1,332.00
39.	Waldron Hall	1	Hydraulic	Dover	\$ 1,332.00
40.	Walker Hall	1	Hydraulic	Dover	\$ 1,332.00
41.	Washington Hall	1	Hydraulic	ThyssenKrupp	\$ 1,332.00
42.	Whitt Hall	1	Hydraulic	Dover	\$ 1,332.00
43.	Young Hall	1	Hydraulic	Westinghouse	\$ 1,332.00
44.	Covington Hall	1	Hydraulic (Wheelchair Lift)	Concord	\$ 780.00
45.	1000 East Main Street	1	Hydraulic	Dover	\$ 1,332.00
	GRAND TOTAL SUM – ANNUAL PRICE			\$	90,276.00

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

Description	Regular Time Price per Hour	Overtime Price per Hour
1. Mechanic	\$ 275.00	\$ 386.00
2. Assistant Mechanic	\$ 206.00	\$ 309.00

C. Repair Parts Not Covered Under Preventive Maintenance Requirements:

Percentage Discount:	20 %
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**TK Elevator's proposal to provide Elevator Maintenance and Repair
services for Radford University RFP R24-009**

Table of Contents

Page 2 - E. Repair Work and Emergency Service Call Reporting

Page 2 - C Repairs Not Covered Under Preventative Maintenance
Requirements Paragraph a.

Page 3 - 10. Specific Requirements

Page 6 - B. Contractor Qualifications

Page 8 - E. Participation of Small, Women-owned and Minority-owned
business (SWAM) Business:

Page 9 Additional Material. Contract Coverage Exclusions

Page 11 Article 1

Page 16 Article 2

Page 27 Article 3

Page 35 Service Bid Clarifications

E. Repair Work and Emergency Service Call Reporting

C) Upon completion of the work, the contractor's employees 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

See Article 1.

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). **TK Elevator understands that time is of**

C Repairs Not Covered Under Preventative Maintenance Requirements:

the essence. Upon notification that a repair quote needs to be created, TKE will notify the customer that we are aware of the issue and working

on a quote and will forward the quote as soon as possible. If a service call is placed during normal business hours and the nature of the call is covered under contract, then no bill will be issued. If an overtime call is placed; regardless of the nature of the call, a bill will be issued at the overtime rate.

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:

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. TK Elevator offers preventative maintenance, repair service, modernizations and new construction installations. We employ 30 plus mechanics who are available for these services. TK Elevator will provide a designated technician to perform all maintenance services and be the primary technician for callbacks during normal business hours. TK Elevator will visit the Units described above to examine, clean, adjust and lubricate the equipment covered by this Agreement regularly and systematically to promote the proper operation of those Units. We will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this contract. The traction elevators will receive a preventative maintenance visit a minimum of every six weeks. Hydraulic elevators and lifts will receive at minimum a quarterly preventative maintenance visit. The duration for

10. SPECIFIC REQUIREMENTS:

each PM are 1.5 hour for Traction elevators and 45 minutes for hydraulic elevators. These time intervals will increase or decrease based on the elevator's needs at that time. TK Elevator will provide the designated technician to be at Radford University every Tuesday and Thursday to complete the maintenance requirements for an average of 7 hours per week.

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. NEBA Agreement with the International Union of Elevator Constructors, ASME A17.1 and IBC 2018 Code.

3. A detailed description and plan for addressing the replacement of required parts or materials. TK Elevator has an over \$4,000,000.00 national parts inventory that is computer controlled. Most specialized parts can be made available within 24 hours. In addition, it is TKE's plan to meet or exceed all maintenance parts needs. Our technicians keep on hand in their van, many common parts needed for repairs. In addition to our technician's well stocked service vehicles, we also keep an onsite inventory to proactively avoid unnecessary shutdowns.

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. The assigned route technician will diagnose and perform the applicable repairs on out of service units. When required, TKE will provide a repair team to complete major repairs. Where necessary, we maintain three regional adjustors and a national level engineering support team to aid with troubleshooting and diagnostics. Additionally TKE utilizes an AI managed search engine, MAXWell, which

10. SPECIFIC REQUIREMENTS:

is available 24/7/365 to provide all of our technicians with engineering level support and solutions at their fingertips. This is accomplished through an app that is installed on their phone.

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. **Obsolescence is defined as any equipment/component/part that is 25+ years old and/or is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. TKE will identify obsolete equipment and notify Radford University of said parts. We will also provide upgrade recommendations through repair proposals. All obsolete components will be maintained, repaired and replaced in a time is of the essence approach.**

6. Describe how the Contractor and its employees will communicate with the university. **TK Elevator keeps an open line of communication with all Customers. We are available via email, text and telephone. The designated technician will communicate with the designated person assigned by Radford 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). **TKE has three methods of receiving service requests from a customer. You can call our dispatch number or place a call via our customer portal. Regardless of how the call is placed, it goes through our dispatch center who is manned 24/7/365. Our standard response time is 2 hours or less. If you are set up on the customer portal, you will receive an email notification. Our service manager is also on call 24/7. We also offer the ability for the**

10. SPECIFIC REQUIREMENTS:

elevator cab phones to call directly to our dispatch center to a dedicated line.

b) Provide information on how emergency calls are handled, the notifications available, and response times for emergency services. Our standard response time is 2 hours or less. If you are set up on the customer portal, you will receive an email notification. Our service manager is also on call 24/7. Entrapments are dispatched to the closest technician available and are of the highest priority.

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. Please see attached examples of reports. If you are set up on the portal, you will receive an emailed notification when a service call is placed with the reported issue. You will then receive a 2nd email notification when the ticket is closed with the resolution.

B. Contractor Qualifications:

1. Information on the qualifications and experience of the contractor and employees who will be providing services to the University.

Technicians:

David Martin – 35 Years

Daren Shropshire – 7 Years

Casey Fenner – 6 Years

Mike Skinner – 36 years

Michael Aldridge – 15 years

Joe Perry – 19 Years

B. Contractor Qualifications:

Harry Beckner – 29 Years

Louis Cruz – 21 years

Jamie Davis – 17 Years

Doug Jordan – 19 years

Dwayne Jordan – 39 Years

Brandon Mustard – 18 Years

Martin Young – 33 Years

Brad Hollins – 23 Years

Taylor Shelton – 6 years

Terry Tessena – 26 Years

Office Staff

Brent Caperones (General Manager) – 25 years

Travis Cain (Service and Repair Operations Manager) - 7 years

Nick Farmakis (Account manager) – 10 Years

Kaethe Tidman (Office Manager) – 16 Years

2. Information pertaining to the length of time in business, general business practices, and a general statement of skills and experience. TK Elevator has been in business for 75+ years. We have also operated under the names of Dover, Thyssenkrupp, Thyssen General, US Elevator to name a few. We have customers in over 100 countries, served by more than 50,000 employees. Service is the heart of the TKE business model. As a market and innovation leader, we drive sustainable and efficient mobility with a broad product portfolio. With integrated cloud based solutions such as our MAX platform, we embrace the full potential of digitalization transforming ourselves into a digital augmented company to make lives easier, more efficient and more comfortable.

Locally, we are a dedicated and experienced team with 50 employees and nearly 700 years of experience. With nationally and global resources that respond swiftly to emergencies, export technicians that deliver

B. Contractor Qualifications:

leading results, effective communication that keep you informed, creative solutions to meet your needs, flexibility to adapt to your business requirements and state of the art products to streamline your operations.

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.. **Please see Article 2**

4. Provide a list of all service equipment to be used by the Offeror in the performance of the work included in this solicitation. **Diagnostic tools, power tools, computers, hand tools, certified testing equipment and rigging equipment.**

E. Participation of Small, Women-owned and Minority-owned business (SWAM) Business: **When possible, TK Elevator sources material from SWAM vendors.**

Additional Material

Contract Coverage Exclusions

Tests and Inspections

Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement. We will correct all deficiencies for covered components.

Service Requests

******Please note that this is our standard language. This Language is negotiable if awarded the contract.******

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this

Additional Material

Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. Obsolete equipment is also defined as any component and part that is 25+ years old. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component. In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and well way enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, non conventional external jack seals, internal packings, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

Article 1



Service Request Number: 73948092		Billable : No	
Task Number: 30525119, TKE Preventive Maintenance		Work Complete	
Reported: 01-APR-2023 07:56:46 AM			
Branch Address: Branch #105450 7746 GARLAND CIRCLE, Roanoke, VA, 24019 Branch Phone Number: 540-563-5700		Route No.: P*606 Mechanic: MUSTARD, BRANDON Contract No.: US164353 Unit Serial No.: US260877 Unit Nick Name: 080A GH LARGE FREIGHT (GREEN HALL NORTH END) Customer PO:	
Customer No.: 2250671 Customer: LIBERTY CHRISTIAN ACADEMY Location: LCA 100 MOUNTAIN VIEW RD, LYNCHBURG, VA, 24502-9200		Caller Name: Caller Phone No.:	


Caller Remarks
TKE Preventive Maintenance

Resolution
04-APR-23 : Performed Preventative Maintenance Adjusted freight gate cables while on site. 06-APR-23 : SVGUS008003051

Customer Notes
Spoke to dan mann

Labor Time and Expenses									
Line	Labor Type				Date	Start Time	End Time	Expense	Status
Type	1.0	1.5	1.7	2.0				Amount	
LABOR	1.5				04-APR-2023	12:30:00 PM	02:00:00 PM		P

Labor Summary	
Labor Type	Hours
1.0	1.5
Total	1.5

Customer Signature	Customer Called	Mechanic Signature	
	Signed By		

This document contains preliminary information regarding the work performed, and the time allotted for such work.



Service Request Number: 74602114 Task Number: 30747144, TKE Callback Reported: 01-MAY-2023 03:00:29 PM		Billable : No Work Complete
Branch Address: Branch #105450 7746 GARLAND CIRCLE, Roanoke, VA, 24019 Branch Phone Number: 540-563-5700	Route No.: P*606 Mechanic: MUSTARD, BRANDON Contract No.: US175694 Unit Serial No.: US260881 Unit Nick Name: 104A ANNEX 1 BLDG C Customer PO: na	
Customer No.: 121781 Customer: LIBERTY UNIVERSITY, INC Location: LIBERTY UNIVERSITY 1971 UNIVERSITY BOULEVARD, LYNCHBURG, VA, 24502-2269	Caller Name: Daniel Mann Caller Phone No.: 4345341066	

Caller Remarks

104A ANNEX 1 BLDG C Elev is not working, may be on 1st floor//Daniel Mann 4345341066//Next day service

Resolution

01-MAY-23 : Defective pump intake boot not allowing proper oil flow causing cavitation and overheating of motor/oil. Drained tank. Obtained and replaced boot. Replenished reservoir. Tested. Returned to normal service.

01-MAY-23 : Troubleshooting hot oil/ eliminated heater element/ had to get Dan to find 110v supply/ drained oil from tank/ replaced rubber coupling to pump and tested

03-MAY-23 : SVG009172127

28-APR-23 : Troubleshooting hot oil/ eliminated heater element/ had to get Dan to find 110v supply/ drained oil from tank/ replaced rubber coupling to pump and tested

Customer Notes


Spoke to dan mann
 Spoke with Dan

Labor Time and Expenses								
Line Type	1.0	1.5	1.7	2.0	Date	Start Time	End Time	Expense Amount
LABOR	2.5				01-MAY-2023	08:15:00 AM	10:45:00 AM	
EXPENSE					01-MAY-2023			\$32.14

Labor Summary

Labor Type	Hours
1.0	2.5
Total	2.5



Service Request Number: 74635488 Task Number: 30759980, TKE On Site Repair Reported: 04-MAY-2023 03:18:17 PM		Billable : Yes Work Complete																																																													
Branch Address: Branch #105450 7746 GARLAND CIRCLE, Roanoke, VA, 24019 Branch Phone Number: 540-563-5700		Route No.: P*606 Mechanic: JORDAN, LAWSON Contract No.: US175694 Unit Serial No.: US318141 Unit Nick Name: LU COMMONS 2D 002D Customer PO:																																																													
Customer No.: 121781 Customer: LIBERTY UNIVERSITY, INC Location:		Caller Name: Caller Phone No.:																																																													
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Total	10.5																																																														
Customer Signature Signed By		Mechanic Signature 																																																													

Article 2

5/1/24, 11:03 AM

License Lookup: License Search Results

DPOR License Lookup License Number 2718045009

License Details

Name	MARTIN, DAVID LEE
License Number	2718045009
License Description	Certified Elevator Mechanic
Rank	Certified Elevator Mechanic
Address	VINTON, VA 24179
Initial Certification Date	2005-10-22
Expiration Date	2025-10-31

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License Lookup: License Search Results

DPOR License Lookup License Number 2718047916

License Details

Name	HOLLINS, BRAD MICHAEL
License Number	2718047916
License Description	Certified Elevator Mechanic
Rank	Certified Elevator Mechanic
Address	ROANOKE, VA 24019
Initial Certification Date	2007-04-19
Expiration Date	2025-04-30

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DPOR License Lookup

License Number 2718058671

License Details

Name	FENNER, CASEY LORD		
License Number	2718058671		
License Description	Certified	Elevator	
	Mechanic		
Rank	Certified	Elevator	
	Mechanic		
Address	FERRUM, VA 24088		
Initial Certification Date	2024-01-22		
Expiration Date	2026-01-31		

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DPOR License Lookup License Number 2718058491

License Details

Name	SHROPSHIRE, DAREN MICHAEL
License Number	2718058491
License Description	Certified Elevator Mechanic
Rank	Certified Elevator Mechanic
Address	ROANOKE, VA 24012
Initial Certification Date	2022-12-02
Expiration Date	2024-12-31

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License Lookup: License Search Results

DPOR License Lookup License Number 2718057326

License Details

Name	JORDAN, LAWSON DOUGLAS JR
License Number	2718057326
License Description	Certified Elevator Mechanic
Rank	Certified Elevator Mechanic
Address	BEDFORD, VA 24523
Initial Certification Date	2012-02-06
Expiration Date	2026-02-28

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License Lookup: License Search Results

DPOR License Lookup License Number 2718058065

License Details

Name	BECKNER, HARRY LEE
License Number	2718058065
License Description	Certified Elevator Mechanic
Rank	Certified Elevator Mechanic
Address	ROANOKE, VA 24014
Initial Certification Date	2020-03-18
Expiration Date	2026-03-31

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5/1/24, 11:09 AM

License Lookup: License Search Results

DPOR License Lookup License Number 2718058542

License Details

Name	DAVIS, JAMIE RAE
License Number	2718058542
License Description	Certified Elevator Mechanic
Rank	Certified Elevator Mechanic
Address	DRY FORK, VA 24549
Initial Certification Date	2023-03-22
Expiration Date	2025-03-31

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License Lookup: License Search Results

DPOR License Lookup License Number 2718058589

License Details

Name	PERRY, JOSEPH ERIC
License Number	2718058589
License Description	Certified Elevator Mechanic
Rank	Certified Elevator Mechanic
Address	ROANOKE, VA 24012
Initial Certification Date	2023-05-31
Expiration Date	2025-05-31

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5/1/24, 11:09 AM

License Lookup: License Search Results

DPOR License Lookup License Number 2718044998

License Details

Name	CRUZ, LOUIS ANTHONY
License Number	2718044998
License Description	Certified Elevator Mechanic
Rank	Certified Elevator Mechanic
Address	VINTON, VA 24179
Initial Certification Date	2005-10-22
Expiration Date	2025-10-31

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License Lookup: License Search Results

DPOR License Lookup License Number 2718058010

License Details

Name	YOUNG, MARTIN DANIEL
License Number	2718058010
License Description	Certified Elevator Mechanic
Rank	Certified Elevator Mechanic
Address	ROANOKE, VA 24012
Initial Certification Date	2019-10-22
Expiration Date	2025-10-31

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5/1/24, 11:06 AM

License Lookup: License Search Results

DPOR License Lookup License Number 2718057934

License Details

Name	ALDRIDGE, MICHAEL EUGENE
License Number	2718057934
License Description	Certified Elevator Mechanic
Rank	Certified Elevator Mechanic
Address	SALEM, VA 24153
Initial Certification Date	2019-02-14
Expiration Date	2025-02-28

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7/12/24, 10:28 AM

License Lookup: License Search Results

DPOR License Lookup License Number 2718058603

License Details

Name	SKINNER, MICHAEL BENSON
License Number	2718058603
License Description	Certified Elevator Mechanic
Rank	Certified Elevator Mechanic
Address	BRISTOL, VA 24202
Initial Certification Date	2023-06-16
Expiration Date	2025-06-30

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<https://dporweb.dpor.virginia.gov/LicenseLookup/LicenseDetail>

1/1

5/1/24, 11:12 AM

License Lookup: License Search Results

DPOR License Lookup License Number 2718058706

License Details

Name	SHELTON, COLLIN TAYLOR
License Number	2718058706
License Description	Certified Elevator Mechanic
Rank	Certified Elevator Mechanic
Address	WIRTZ, VA 24184
Initial Certification Date	2024-03-06
Expiration Date	2026-03-31

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Article 3



Hydraulic Elevator Maintenance Tasks & Records (MTR)

A17.1-2013

Job Site Information

Building Name _____ Route Number _____
 Building Address _____ City/State/Zip _____
 Unit # US- _____
 Building Manager/Supt. _____ Location _____
 Phone Number _____ Ext. _____
 Building Engineer _____ Location _____
 Phone Number _____ Ext. _____

Equipment Data

Elevator # _____ Conveyance ID _____ Unit Factory / Sales# _____
 Original Manufacturer _____ Controller Manufacturer _____
 Controller Name _____ Controller Model _____
 Controller Type: ☐ Simplex ☐ Duplex ☐ Group ☐ Other _____
 Landings/Openings: _____ Valve Manufacturer Model _____
 Door Equipment Manufacturer _____ Model _____
 Controller Supply Voltage _____
 Motor Manufacturer _____ Model _____ HP _____ Voltage _____
 Pump Manufacturer _____ Model _____ Submersible _____ Belted _____
 Main Piston Manufacturer _____ Model _____ HP _____ Voltage _____

All AUTHORIZED TK ELEVATOR PERSONNEL applying signature, printed name, or initials to the MTR must first apply their signature, printed name, and initials in this identification box in pen.

Signature	Print Name	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Hydraulic Category 1 and 5 Test Records Log

Category One (1) Tests Complete the following information after performing Category One (1) Tests				Category 1 Test is next due on: / / mm dd yyyy			
NOTE: 8.6 Section Numbers are ASME A17.1-2013.	Test NA or ND	Date	Technician Initials	Verified By	Inspection Authority	Inspection Company	ASME - QEI Certified
8.6.4.19.10 - Functional Safety of SIL Rated Device(s)							Yes/No
8.6.5.14.1 - Relief Valve Setting and System Pressure Test (Item 2.31)							Yes/No
8.6.5.14.2 - Governors [Item 2.13.2.1(a)]							Yes/No
8.6.5.14.3 - Additional Tests							Yes/No
(a) - Normal Stopping Devices (8.6.4.19.5) (Item 3.5.2)							Yes/No
(b) - Governors (8.6.4.19.3) (Item 2.13.2.2)							Yes/No
(c) - Safeties (8.6.4.19.2) (Item 5.8.2)							Yes/No
(d) - Oil Buffers (8.6.4.19.1)							Yes/No
(e) - Firefighter's Emergency Operation (8.6.4.19.6) (Items 6.3 and 6.4)							Yes/No
(f) - Standby or Emergency Power Operation (8.6.4.19.7) (Item 1.17.2.2)							Yes/No
(g) - Power Operations of Door System (8.6.4.19.8) (Items 4.6 and 4.7)							Yes/No
(h) - Emergency Terminal Speed Limiting Device and Emergency Terminal Stopping Device (3.25.2) (Item 3.6.2.2)							Yes/No
(i) - Low Oil Protection Operation (3.26.9) (Item 2.39.2)							Yes / No
8.6.5.14.4 - Flexible Hose and Fitting Assemblies							Yes / No
8.6.5.14.5 - Pressure Switch (3.26.8) (Item 2.37)							Yes / No
8.6.5.14.6 - Power Operation of Door System (Item 1.8.2) Record: Closing Force _____ lbf Kinetic Energy _____ ft lbf Reduced Torque Kinetic Energy _____ ft lbf							Yes / No
8.6.5.14.7 - Slack-Rope Device (3.18.1.2.6) (Item 3.31.2)							Yes / No
Additional Tests							Yes / No
							Yes / No
Complete form required by jurisdiction (if applicable) or TKE Annual Hydraulic Safety Test form. Include a copy of the forms in the MCP Records Binder.							Yes / No

Category Five (5) Tests Complete the following information after performing Category Five (5) Tests				Category 5 Test is next due on: / / Mm dd yyyy			
NOTE: 8.6 Section Numbers are ASME A17.1-2013.	Test NA or ND	Date	Technician Initials	Verified By	Inspection Authority	Inspection Company	ASME - QEI Certified
8.6.5.16.1 - Governors, Safeties, and Oil Buffers (8.6.4.20.1 - Car and CWT Safeties) (8.6.4.20.2 - Governors) (8.6.4.20.3 - Oil Buffers) (Roped Hydraulic)							Yes / No
8.6.5.16.2 - Coated Ropes (Roped Hydraulic)							Yes / No
8.6.5.16.3 - Wire Rope Fastenings (Roped Hydraulic) (Item 3.23)							Yes / No
8.6.5.16.4 - Plunger Gripper [8.10.3.2.5(n)]							Yes / No
8.6.5.16.5 - Overspeed Valves [3.19.4.7.5(a)] (Item 5.15.2)							Yes / No
8.6.5.16.6 - Freight Elevators of Class C2 Loading (Item 2.17.2.2)							Yes / No
Complete form required by jurisdiction (if applicable) or TKE Category 5 Hydraulic Safety Test form. Include a copy of the forms in the MCP Records Binder.							Yes / No
Other:							Yes / No

Other/Additional Testing							
Test	Test NA	Date	Technician Initials	Verified By	Inspection Authority	Inspection Company	ASME - QEI Certified
							Yes / No
							Yes / No
							Yes / No
							Yes / No
							Yes / No
							Yes / No

Hydraulic Maintenance Tasks (A17.1-2013 8.6.5)

Start Month _____ For the Year 20 _____		NA or ND	Min. Month Interval	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Machine Room / Spaces, Control Room / Spaces	1.5.1 Code Data Plate															
	1.6.3 Controllers and Wiring															
	1.6.5 Fire Extinguishers															
	4.8 Machinery Spaces, Machine Rooms, Control Spaces, and Control Rooms															
	5.4 Tank Levels															
	5.6 Flexible Hoses and Fittings	NA														
	5.9 Relief-Valve Setting (Verify seal is intact.)															
	5.12 Anticreep															
	5.12 Low Oil Protection	NA														
	8.6 Special Provisions	11.1 Firefighters' Emergency Operation Log														
		11.2 Two-Way Communication Means														
		11.3 Access Keys														
		11.4 Cleaning of a Car and Hoistway Transparent Enclosure	NA													
		11.5 Emergency Evacuation Procedures for Elevators														
11.7 Operating Instructions for Means Specified		NA														
11.8 Egress and Reentry Procedure from Working Areas		NA														
11.9 Operating Instructions for Retractable Platforms	NA															
11.11 Examination After Shutdown Due to Traction Loss	NA															
11.12 Examination After Safety Application **	NA															
11.14 Examination After Shutdown Due to Broken-Suspension-Member Detection Means **	NA															
8.6 Pit	4.3 Lubrication of Guide Rails															
	4.4 Oil Buffers	NA														
	4.5 Safety Mechanisms **	NA														
	4.7 Cleaning of Pits															
	4.11 Runby **	NA														
	4.18 Compensation Sheaves & Switches **	NA														
	5.5 Gland Packing and Seals Runby															
	5.5.1 Examination and Maintenance															
	5.5.2 Collection of Oil Leakage															
	5.8 Safety Bulkhead															
	5.10 Runby and Clearances after Reroping or Shortening **	NA														
	5.11 Cylinder Corrosion Protection and Monitoring	NA														
	5.13 Overspeed Valve Setting															
	4.7 Cleaning of Hoistways															
4.12 Governors **	NA															
4.14 Hoistway Access Switches																
Inside Car	4.13.2 Kinetic Energy and Force Limitation for Automatic Closing, Horizontal Sliding Car and Hoistway Doors or Gates	Door Force _____ [Torque] < 30 lbf Kinetic Energy _____ < 7 ft lbf Reduced Torque Kinetic Energy _____ < 2.5 ft lbf														
	4.15 Car Emergency System															
	4.16 Stopping Accuracy															
Top Of Car	4.1 Suspension and Compensating Means **	NA														
	4.2 Governor Wire Rope **	NA														
Door / Gate	4.3 Lubrication of Guide Rails															
	4.9 Cleaning of Top of Cars															
	4.13.1 Car Door Systems (b), (c), (d), (f), (g), (h), (i), (j), and (l)															
	4.13.1 Hoistway Door Systems (a), (d), (e), (f), (g), (h), (i), (j), (k), and (l)															
Unique or TKE Specific Tasks	Maintenance complete on floors _____ through _____															
	Maintenance complete on floors _____ through _____															



Electric (Traction) Elevator Maintenance Tasks & Records (MTR)

A17.1-2013

Job Site Information

Building Name _____ Route Number _____
 Building Address _____ City/State/Zip _____
 Unit # US- _____
 Building Manager/Supt. _____ Location _____
 Phone Number _____ Ext. _____
 Building Engineer _____ Location _____
 Phone Number _____ Ext. _____

Equipment Data

Elevator # _____ Conveyance ID _____ Unit Factory / Sales# _____
 Original Manufacturer _____ Controller Manufacturer _____
 Controller Name _____ Controller Model _____
 Controller Type: ☐ Simplex ☐ Duplex ☐ Group ☐ Other _____
 Landings/Openings: _____ ☐ Geared ☐ Gearless Speed _____
 Door Equipment Manufacturer _____ Model _____
 Controller Supply Voltage _____
 Drive: ☐ MG ☐ SCR ☐ VVVF ☐ PWM ☐ Other _____
 Drive Manufacturer _____ Model _____ HP _____ Voltage _____
 Hoist Motor Manufacturer _____ ☐ AC ☐ DC HP _____ Voltage _____

All AUTHORIZED TK ELEVATOR PERSONNEL applying signature, printed name, or initials to the MTR must first apply their signature, printed name, and initials in this identification box in pen.

Signature	Print Name	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Traction Maintenance Tasks (A17.1-2013 8.6.4)

Start Month _____ For the Year 20 _____		NA or ND	Min. Month Interval	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
** Machine Room-Less (MRL) ***Drum Machines															
Machine Room / Spaces, Control Room / Spaces	1.5.1 Code Data Plate														
	1.6.3 Controllers and Wiring														
	1.6.5 Fire Extinguishers														
	4.1 Suspension Means														
	4.2 Governor Wire Ropes														
	4.6 Brakes														
	4.8 Machinery Spaces, Machine Rooms, Control Spaces, & Control Rooms														
	4.12 Governors														
	4.17 Ascending Car Overspeed & Unintended Car Movement Protection	NA													
	11.1 Firefighters' Emergency Operation Log														
	11.2 Two-Way Communication Means														
	11.3 Access Keys														
	11.4 Cleaning of a Car and Hoistway Transparent Enclosure	NA													
	11.5 Emergency Evacuation Procedures for Elevators														
	11.7 Operating Instructions for Means Specified	NA													
Pit	11.8 Egress and Reentry Procedure From Working Areas	NA													
	11.9 Operating Instructions for Retractable Platforms	NA													
	11.11 Examination After Shutdown Due to Traction Loss	NA													
	11.12 Examination After Safety Application**	NA													
	11.14 Examination After Shutdown Due to Broken-Suspension-Member Detection Means**	NA													
	4.1 Compensating Means														
	4.3 Lubrication of Guide Rails	NA													
	4.4 Oil Buffers														
	4.5 Safety Mechanisms														
	4.7 Cleaning of Pits														
	4.10 Refastening or Resocketing of Car-Hoisting Ropes on Winding-Drum Machines***	NA													
	4.11 Runby														
	4.18 Compensation Sheaves & Switches														
	4.7 Cleaning of Hoistways														
Hoistway	4.14 Hoistway Access Switches														
	4.13.2 Kinetic Energy and Force Limitation for Automatic Closing, Horizontal Sliding Car and Hoistway Doors or Gates	Door Force _____ [Torque] < 30 lbf Kinetic Energy _____ < 7 ft lb _f Reduced Torque Kinetic Energy _____ < 2.5 ft lb _f													
	4.15 Car Emergency System														
	4.16 Stopping Accuracy														
	4.1 Suspension and Compensating Means**	NA													
	4.2 Governor Wire Rope**	NA													
	4.3 Lubrication of Guide Rails	NA													
	4.9 Cleaning of Top of Cars														
	4.13.1 Car Door Systems (b), (c), (d), (f), (g), (h), (i), (j), and (l)														
	4.13.1 Hoistway Door Systems (a), (d), (e), (f), (g), (h), (i), (j), (k), and (l)														
	Maintenance complete on floors _____ through _____														
	Maintenance complete on floors _____ through _____														
Unique or TKE Specific Tasks															

Traction Category 1 and 5 Test Records Log

Category One (1) Tests Complete the following information after performing Category One (1) Tests					Category 5 Test is next due on: ____ / ____ / ____ Mm dd yyyy			
NOTE: 8.6 Section Numbers are ASMEA17.1-2013.	Test NA or ND	Date	Technician Initials	Verified By	Inspection Authority	Inspection Company	ASME - QEI Certified	
8.6.4.19.1 - Oil Buffers (Item 5.9.2.1)							Yes/No	
8.6.4.19.2 - Safeties - No Load/Slow Speed							Yes/No	
8.6.4.19.3 - Governors (Item 2.13.2.1(a))							Yes/No	
8.6.4.19.4 - Slack-Rope Devices and Stop Motion Switch on Winding Drum Machines (Item 2.20)							Yes/No	
8.6.4.19.5 - Normal and Final Terminal Stopping Devices (2.25) (Items 2.20, 2.28.2.1, 3.5.2.1, and 3.6.2.1)							Yes/No	
8.6.4.19.6 - Firefighters' Emergency Operation							Yes/No	
8.6.4.19.7 - Standby or Emergency Power Operation (Item 1.17.2.1)							Yes/No	
8.6.4.19.8 - Power Operations of Door System (Item 1.8.1) Record: Door Force _____ lbs Kinetic Energy _____ ft/lbs							Yes/No	
8.6.4.19.9 - Broken Rope, Tape, or Chain Switch 2.26.2.6 (Item 3.26.1.1)							Yes/No	
8.6.4.19.10 - E/E/PES Electrical Protective Device(s)							Yes/No	
8.6.4.19.11 - Ascending Car Overspeed Protection and Unintended Car Movement							Yes/No	
8.6.4.19.12 - Traction Loss Detection Means							Yes/No	
8.6.4.19.13 - Broken-suspension-Member and Residual-Strength Detection Means							Yes / No	
8.6.4.19.14 - Occupant Evacuation Operation							Yes / No	
8.6.4.19.15 - Emergency Communications (Item 1.6)							Yes / No	
8.6.4.19.16 - Means to Restrict Hoistway or Car Door Opening (Item 1.18)							Yes / No	
Additional Tests								
Complete form required by jurisdiction (if applicable) or TKE Annual Traction Safety Test form. Include a copy of the forms in the MCP Records Binder.								

Category Five (5) Tests Complete the following information after performing Category Five (5) Tests					Category 5 Test is next due on: ____ / ____ / ____ Mm dd yyyy			
NOTE: 8.6 Section Numbers are ASMEA17.1-2013.	Test NA or ND	Date	Technician Initials	Verified By	Inspection Authority	Inspection Company	ASME - QEI Certified	
8.6.4.20.1 - Car and Counterweight Safeties							Yes / No	
8.6.4.20.2 - Governors							Yes / No	
8.6.4.20.3 - Oil Buffers							Yes / No	
8.6.4.20.4 - Driving-Machine Brakes							Yes / No	
8.6.4.20.5 - Reserved for Future Use								
8.6.4.20.6 - Emergency Terminal Stopping and Speed Limiting Devices							Yes / No	
8.6.4.20.7 - Power Opening of Doors							Yes / No	
8.6.4.20.8 - Leveling Zone and Leveling Speed							Yes / No	
8.6.4.20.9 - Inner Landing Zone							Yes / No	
8.6.4.20.10 - Braking System, Traction, and Traction Limits							Yes / No	
8.6.4.20.11 - Emergency Brake							Yes / No	
Complete form required by jurisdiction (if applicable) or TKE Category 5 Traction Safety Test form. Include a copy of the forms in the MCP Records Binder.								
Other:							Yes / No	

Other/Additional Testing							
Test	Test NA	Date	Technician Initials	Verified By	Inspection Authority	Inspection Company	ASME - QEI Certified
							Yes / No
							Yes / No
							Yes / No
							Yes / No
							Yes / No

Service Bid Clarifications

The following “Bid Clarifications” shall be made part of the and any subsequent elevator service Agreement pursuant to an award thereof, and in the event of conflict with other articles, terms, conditions or contract documents, these Bid Clarifications shall prevail. Any clarifications presented by TK Elevator Corporation at the time of bid shall by this reference be incorporated herein and made a part hereof and take precedence in the event of conflict with other documents. These Bid Clarifications are not all-inclusive, and TK Elevator Corporation submits these Bid Clarifications with its response to the bid with the understanding that the final Contract Documents, Terms, and Conditions are subject to review, further amendment, and approval by TK Elevator Corporation Contracts Department and shall not be binding until mutually agreed upon in writing by both parties.

1. Any obligations of TK Elevator Corporation to indemnify, defend and hold any Indemnified Party or Parties harmless shall be limited to TK Elevator Corporation’s own acts, omissions, or negligence, and shall in no way include for the acts, omissions, or negligence of an Indemnified Party, or for bare allegations.
2. Any required parties shall be added to TK Elevator Corporation’s general liability insurance policy as an additional insured, to be evidenced by TK Elevator Corporation’s manuscript Additional Insured endorsement, subject to the limitations as hereafter set forth. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by TK Elevator Corporation’s acts, omissions or negligence, and shall not apply to the extent caused by the additional insured’s own acts, omissions, or negligence, or for bare allegations. All aggregates shall apply on a per policy basis.
3. In no event shall TK Elevator Corporation be liable for any indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages.

Radford University RFP #R24-009 Elevator Maintenance and Repair Services

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

CONTRACTUAL TERMS, CONDITIONS AND TEMPLATES:

1. **RADFORD UNIVERSITY:** Please provide a physical address for your warehouse, photographs of that location, and photographs of any available inventory at that location;

VENDOR: Our warehouse is located at 7746 Garland Circle Roanoke, Va 24019. Pictures are attached.

2. **RADFORD UNIVERSITY:** Please provide a brief summary of the relevant experience of the mechanic or mechanics that you plan to dedicate to perform maintenance and repair services at Radford University, if not already provided;

VENDOR: Please refer to the submitted bid.

3. **RADFORD UNIVERSITY:** Are you in agreement the terms and conditions as published in the RFP solicitation shall govern the contract if a contract is awarded to your company?

VENDOR: Our standard process is for all contracts to be reviewed by our legal dept. This occurs after an intent to award is provided.

4. **RADFORD UNIVERSITY:** If awarded a contract do you agree the standard two-party contract made available in the RFP document will be the only document used to award the contract? If your response is no, provide any additional forms or documents that you will require to be incorporated into the contract document.

VENDOR: Can you please provide clarification on this question?

5. **RADFORD UNIVERSITY:** Do you agree that the initial contract is for a period of two (2) years or as negotiated?

VENDOR: Yes, we agree that is for a period of 2 years with additional option years available.

6. **RADFORD UNIVERSITY:** Upon completion of the initial contract period, does **TK Elevator** agree that the contract may be renewed by Radford University upon written agreement by both parties for three (3) one-year renewals or as mutually negotiated, under the terms of the current contract?

VENDOR: Yes.

Negotiation Points

7. **RADFORD UNIVERSITY:** Please state that you are in agreement that, if awarded the contract, all sections identified in your proposal as **proprietary and confidential** can be made public since Radford University is a state agency and our records are available for public review.

VENDOR: No. We do not approve of the information we redacted being made public.

8. **RADFORD UNIVERSITY:** Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

VENDOR: Yes.

9. **RADFORD UNIVERSITY:** Do you acknowledge, agree and understand that Radford University cannot guarantee a minimum amount of business if a contract is awarded to your company?

VENDOR: Yes.

10. **RADFORD UNIVERSITY:** Do you agree to amend your terms of obsolescence to state, "If any part or component of Radford's equipment covered under this agreement cannot, where agreed upon by TK Elevator and Radford University, be safely repaired, and a brand new-direct replacement is no longer in stock and readily available from the OEM, that part will be considered obsolete"?

VENDOR: We request that the amended language include where agreed upon TKE and a 3rd party Elevator consultant of Radford University's choosing.

11. **RADFORD UNIVERSITY:** Do you also agree that in the event that no agreement can be made on obsolescence, Radford University retains the right to consult with a third party evaluator to determine the obsolescence of a covered component?

VENDOR: Yes.

12. **RADFORD UNIVERSITY:** Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Radford University or any other Commonwealth Entity?

Yes.

FINANCIAL CONSIDERATIONS:

Negotiation Points

1. **RADFORD UNIVERSITY:** Does **TK Elevator** agree to provide monthly invoices with payment due thirty (30) days after receipt of invoices or goods/services, whichever is later?

VENDOR: Yes

2. **RADFORD UNIVERSITY:** If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal year?

VENDOR: No. Please reference question 3 below.

3. **RADFORD UNIVERSITY:** If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index - CPI, all items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3.5 percent, whichever is less?

VENDOR: Yes.

4. **RADFORD UNIVERSITY:** Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

VENDOR: Yes.

5. **RADFORD UNIVERSITY:** Does the vendor agree that no import customs clearance fees, customs duties, taxes, or other costs or fees shall apply to this order?

VENDOR: Yes.

SCOPE IMPLEMENTATION:

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

VENDOR: Please refer to our submitted bid.

7. **RADFORD UNIVERSITY:** If awarded the contract, please address specific implementation steps, inclusive of a timeline, and include what your expectations are of Radford University personnel.

VENDOR: Being the incumbent, there would be no disruption in service. We will continue to provide service under the new contract terms and maintenance schedule. Our expectations are as needed when on site. Examples are to provide access to elevator machine rooms and escort our technician when needed.

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

Negotiation Points

VENDOR: Please place service calls when there is any operational discrepancies, noise, entrapments, issues whether our tech is on site or not. This ensures proper record keeping, performance trends, keeping track of entrapments, and minimizing liability.

10. **RADFORD UNIVERSITY:** If awarded a contract by September 30, 2024, would you be in a position to support all aspects of this contract?

VENDOR: Yes.

11. **RADFORD UNIVERSITY:** In the event that contract negotiations between Radford University and TK Elevator extend beyond the life of the current contract, does TK Elevator agree to extend the term of the current contract to 10/31/2024 or until the new contract has been executed, whichever comes first?

VENDOR: Yes, with a formal addendum through docusign from Radford. This will also allow us to generate an invoice for the extended term.

12. **RADFORD UNIVERSITY:** Are you willing to contact departments on a monthly basis to address service issues?

VENDOR: Yes. We can set up a reoccurring monthly call or site visit to discuss any service issues and open topics.

END OF CONTRACT TRANSITION TERM(S):

1. **RADFORD UNIVERSITY:** End of Contract Service Transition Expectations: If or when a transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperate fully in a successful transition of services. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process.

VENDOR: If not awarded the new contract, TK Elevator will remove it's attic stock and any property that belongs to TK Elevator. We will require up to 3 days after the contract end date if necessary to remove our property. The sharing of any information with a new provider is a corporate compliance violation, therefore we are not able to provide any information, support or data sharing with another vendor.

Negotiation Points

TK Elevator

Nicholas T Farmakis

Print Name

Account Manager

Title

Nicholas T Farmakis

Signature

9-12-24

Date

Negotiation Points

Radford University RFP #R24-009 Elevator Maintenance and Repair Services

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

CONTRACTUAL TERMS, CONDITIONS AND TEMPLATES:

1. **RADFORD UNIVERSITY:** Please define, ***“other similar remote damages”*** as stated TK Elevator’s “Service Bid Clarifications, 3.”

VENDOR: I asked our legal team this question and this was their response.

“In the elevator industry, remote damages refer to indirect or unforeseen consequences of an event or failure that were not directly caused by the malfunction itself but can be attributed to its broader impact. Here are some examples:

If an elevator in a commercial building fails, causing a significant disruption in the movement of people or goods, tenants or businesses might lose revenue. Even though the elevator malfunction itself didn’t directly cause the financial loss, the downtime had a broader effect on operations.”

2. **RADFORD UNIVERSITY:** Please clarify which of Radford University’s terms and or conditions TK Elevator is proposing to modify or replace with the language used in “Service Bid Clarifications, 2”.

VENDOR: I am not able to answer this question at this time. Our legal team requires an intent to award before they will review a contract’s terms and conditions.

3. **RADFORD UNIVERSITY:** Do you agree to have a technician on Radford University’s campus for a minimum of 16 hours per week, until otherwise directed?

VENDOR: No, we do not agree. The RFP did not list this as a requirement so we did not price our bid to account for a minimum of 16 mandatory hours a week. We structured our bid on an average of 7 hours per week and when conditions warrant, we will increase those hours as needed within the scope of the contract. We can adjust the pricing to reflect 16 mandatory hours per week if you would like.

Negotiation Points

TK Elevator

Nicholas T Farmakis

Print Name

Account Manager

Title

Nicholas T Farmakis

Signature

9-26-24

Date