REQUEST FOR PROPOSAL # R23-015

TRAVEL MANAGEMENT SERVICES

OCTOBER 25, 2023

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia §2.2-4343.1 or against 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.
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 (Request for Information) to be submitted via email no later than: November 8, 2023 at 3 PM Eastern Standard Time (EST)

DUE DATE: Sealed Proposals will be received until January 10, 2024 up to and including 3:00 PM Eastern Standard Time (EST). This is a sealed receipt process emails or fax responses will not be accepted.

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 Contacts 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

ADDRESS: Proposals should be mailed or hand delivered to:

Radford University, Procurement and Contracts Department
P. O. Box 6885 (if via mail)
David E. Armstrong Complex, 501 Stockton St. (if via courier)
Radford, VA 24142-6885.

Identify the envelope package as instructed in section 10.G.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on November 15, 2023 at 3 PM. The pre-proposal conference will be conducted in a hybrid in-person/Zoom setting. Those who wish to attend in person may. Those who wish to attend via Zoom can access the meeting through the invitation contained in Section 13.

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 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.

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**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.

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**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.

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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 with a qualified contractor, through competitive negotiations for Travel Management Services for Radford University hereinafter referred to as “the University” or “RU”, located at 801 East Main Street, Radford, Virginia 24142, an agency of the Commonwealth of Virginia.

The primary focus of this RFP is an on-line booking tool (OBT); however, Offerors are encouraged to submit an offering of all goods or services available they currently perform in their normal course of business.

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 initial term of this contract is for three years, or as negotiated. There will be an option for (3) three - three-year renewal options, or as mutually negotiated.

4. BACKGROUND

Radford University Background:
Radford University is a comprehensive public university of 7,531 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 250 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 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. Radford University joins several other institutions in offering degree programs and continuing education opportunities at the Roanoke Higher Education Center in Roanoke, the Southwest Virginia Higher Education Center in Abingdon, and flexible online offerings through its virtual campus.

Specific Background:

Radford University employees approximately 1300 faculty/staff. Radford University policy requires all university funded travel to be purchased via the university’s contracted travel agency. This may be done through an online booking tool or directly with an agent of the current provider. In the calendar year 2022, 60% of airfare was purchased through the online booking tool and 40% using an agent. All airfare and vendor fees are charged to the university’s air travel credit card (managed by the Virginia Department of Accounts) and paid on one monthly bill. The university currently utilizes Chrome River as the tool to request travel authorization and submit expense reports. A feed from Chrome River creates traveler profiles in the current online booking tool. The online booking tool is accessed by employees via single sign-on integration. Current functionality allows employees to have delegates that can book airfare on behalf of university employees, students, and guests. The university currently has a contractual agreement with Enterprise for rental vehicles. Rentals are billed directly to the university and cannot be charged to the university’s air travel card.

Fiscal year 2023 spend:
Airfare: $291,123.41
Enterprise vehicle rental: $94,700
Fiscal year 2022 spend:
Airfare: (charged to BoA travel card) $157,399.81
Enterprise vehicle rental: $74,271.18

Fiscal year 2019 spend (historical reference prior to COVID-19 pandemic)
Airfare: $223,332.28
Enterprise vehicle rental: $154,656.93

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](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](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](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 liable for any costs or damages incurred by any other participating entity due to 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. All VASCUPP institutions of higher education are identified. If no other prices are offered, the 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 with the contractual pricing schedule,
and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators do not have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Procurement Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator is the Assistant Operations Controller.

8. DEFINITIONS: Intentionally left blank.

9. STATEMENT OF NEEDS:

This section describes Radford University’s requested goods and/or service and the areas to be addressed in the Offeror’s Proposal. Mandatory requirements are noted with words such as “shall” and “must.”

A. Contractor shall provide a comprehensive travel management services program which will include the following as set forth in great detail below:
   1. General Travel services with fulfillment through full agent services.
   2. Specialty Travel services such as group travel, charter transportation, or airline voucher redemption points.
   3. Online Booking Tool (OBT)
   4. Complete Duty of Care
   5. Assistance with Vendor Negotiations for group travel rates, etc.
   6. Comprehensive Reporting
   7. Policy and Data Security Compliance. The contractor must be Payment Card Industry (PCI) compliant and meet all data security requirements of Radford University.

B. GENERAL TRAVEL SERVICES

1. Ticketing for air and rail transportation:
   a. Ticketing for domestic and international air and rail transportation by common carriers at the lowest appropriate and available fare; most direct and practicable routes; within the arrival/departure times and locations specified by the requestor.
   b. Explanation of any applicable penalties or restrictions prior to booking.
   c. Ticketing within 24 hours of purchase request by RU. Purchase requests will be made through the Online Booking Tool or with agent assistance.
   d. Coach and/or economy class tickets are standard. Business class tickets are allowed pursuant to RU policy parameters.
   e. Ticketing through ultra-low-cost carriers, such as Spirit, etc. is not allowed.
   f. Free, automatic common carrier and/or flight insurance for all travelers. The minimum shall be $200,000 per employee that is traveling.
   g. A list of at least three available air or rail departures/arrival options within a reasonable timeframe of requested and corresponding lowest fares for selection by the traveler.
   h. Advance seat assignment and issuance of boarding passes when available from the airlines or railways.
   i. Air tickets for university funded travel shall be charged to the university travel card, which is paid centrally.

2. Reservations for lodging should Radford University implement this requirement:
   a. Reservation request for lodging as specified by the requestor in accordance with Federal GSA rate schedule and Radford University Travel Policy. If lodging is not specified, the location of the arranged reservation should be reasonably close to the required destination and should be cost effective.

3. Ground Transportation should Radford University implement this requirement:
   a. Reservations for vehicle rentals at the lowest available rate, utilizing established Radford University contracts when cost-effective.
      1. When utilizing Radford University contracts, no additional insurance or service options are allowed beyond what are included in the established contract; and
      2. When utilizing non-contracted firms, insurance options such as Collision Damage Waiver, Loss Damage Waiver, or any other are not allowed. The Commonwealth of Virginia is self-insured for these coverages. Additional service options (e.g., GPS, prepaid fuel options, etc.) are not allowed.
   b. Other Ground Transportation: The Contractor should provide other ground transportation options (e.g., free hotel shuttles, airport shuttles, taxis) as requested or when available as alternatives to vehicle rentals.
4. **Other Services:**
   a. The Contractor should provide travel cost estimates and trip planning advice upon request. The Contractor should provide cost savings opportunities in regard to bundling air, lodging, and/or rental car reservations or any other applicable savings for each trip.
   b. The Contractor should communicate to the traveler and/or the travel arranger when the reservation takes the traveler to locations requiring immunizations, including information as to what immunizations are required and the deadlines for which immunizations need to be taken to travel.
   c. The Contractor should communicate entry requirements for a country such as visa, letter of invitation, or the like. The Contractor should also communicate any issues that may prevent entry into another country (e.g., passport stamps to a specific country, etc.) and provide guidance on resolution.
   d. The Contractor should communicate current TSA restrictions to traveler and/or travel arranger.

5. **Traveler Profile Management:**
   a. The Contractor should provide traveler profile management, accessible by the traveler and travel arranger through the online booking tool. Agents should also make updates to the profiles when applicable. The contractor should have the ability to pass travelers’ information from Chrome River to create profiles that must be completed by the traveler. Information to be held in the profile should include the following:
      • Personal information/contact details (i.e., name, home address, phone, etc.)
      • Business address
      • Employee RU identification number (R#) and email address for RU employees
      • Emergency contact information
      • Passport information
      • Travel preferences and memberships
      • Seat preference.
      • Food requirements
      • Award program numbers
      • Hotel preferences (e.g., Non-smoking, ground floor, etc.)
      • Delegate information
      • Payment information
      • Any information as required by TSA; and
      • Other items Contractor feels would be beneficial to university travelers
   b. Please describe Offeror’s ability to provide General Travel Services as outlined above in Section B. General Travel Services. Propose any additional services that may not be specifically requested that Offeror deems of value for Radford University’s consideration. Please specify how air/rail tickets are held prior to booking.
   c. Please provide details on options for booking spousal or dependent travel on the same itinerary as a RU employee but with the spousal/dependent portion paid by means other than university-liability credit card.

C. **SPECIALTY TRAVEL SERVICES**

1. Conference and meeting planning services should the University implement this requirement:
   a. The contractor should arrange conference and meeting planning services upon request.
   b. Arrangements may include, but are not limited to:
      • Group transportation
      • Reservation of meeting space
      • Lodging
      • Meals
      • Ground transportation; and
      • All other related services
   c. When providing this service, Contractor should seek best pricing available.

2. Chartered transportation
   a. The contractor should provide arrangements for chartered flights or chartered bus service upon request. When such chartered transportation is requested, Contractor should seek the most favorable rates, routing, and service for the University.

3. International Group Travel
   a. Contractor should arrange international group travel upon request. Arrangements may include, but are not limited to:
• Ground transportation
• Lodging reservations
• Meals
• Meeting space/classroom facilities
• Regional air transportation
• Museum/cultural event coordination and ticketing
• Assistance in obtaining passports, visas, and documents regarding health requirements upon request.
Contractor should also provide ability to prepay international hotel and/or ground transportation bookings as needed; and
• All other related services.

b. Please describe the Offeror’s ability to provide Specialty Travel Services as outlined in this Section C. Specialty Travel Services. Propose any additional services that may not be specifically requested that Offeror deems of value for Radford University’s considerations.

D. ONLINE BOOKING TOOL (OBT)

1. Contractor must provide a comprehensive, intuitive, user-friendly online booking tool which should include the following features:
   a. OBT should have a wide range of features and functionalities that include, but are not limited to, providing services in accordance with the Statement of Needs, Section A. “General Travel Services.”
   b. The OBT shall meet the security management standards as required by Radford University’s Information Technology Security Department.
   c. When requested security assessment reports must be provided to Radford University.
   d. OBT shall have a secure log-in process. Contractors should have or should develop a single sign-on capability that works with Radford University’s internal security systems.
   e. At a minimum, the OBT should require a Chrome River pre-approval number.
   f. OBT should have a delegate option. A delegate is defined by Radford University as those individuals authorized to make travel arrangements and purchases on behalf of a RU employee or student.
   g. OBT should have a Guest Traveler option. A Guest Traveler option is defined by RU as an additional feature added to specific delegate’s tools within the OBT that allows authorized individuals to make travel arrangements and purchases for non-employees (e.g., speakers, employment candidates, etc.).
   h. RU should have administrative rights to OBT. Administrative rights include content updates, addition of new users, addition of new departments, customization, etc.
   i. OBT should be customizable, including but not limited to, RU policy, preferred vendors, reporting information needs, and payment methods.
   j. OBT should have the following capabilities: ability to copy an itinerary; ability to provide a travel arranger with a portal view of their travelers; ability to accommodate group travel; ability to book spousal/dependent travel on the same itinerary without charging to a university-liability card; ability to charge university air travel card for employee flights.
   k. OBT should have mobile application capability.
   l. Contractor should demonstrate advanced knowledge of online booking tool technology in order to provide a high level of service to RU travelers. Contractor must provide implementation services for the OBT upon award of contract.
   m. Services shall include, but not limited to, an organized roll-out plan, orientation, and training for Radford University administrative team as well as orientation and training of users, etc.
   n. OBT must be able to charge university air travel card for university funded flights.
   o. OBT must be able to accept personal credit cards if an employee also books a flight for their companion.

2. Provide RU with all available OBT options and enough information about each OBT for RU to make an informed decision about which tool best meets the needs of the University. Please make a recommendation of the tool that, in the Offeror’s opinion, best meets the needs of the University.

3. Provide a detailed description of the features/functionalities of all OBT options, including, but not limited to, ability to comply with each item as outlined in the Statement of Needs, Section A. General Travel Services, and C. Online Booking Tool. Please include any additional features or services that Offeror deems of value for RU’s consideration.

4. Please describe the capability of integrating with Chrome River expense management tool, including the cost of integration and any resources needed by RU or Chrome River for the integration. If the OBT does not integrate with Chrome River, then please describe any lost functionality.
5. Provide detailed information about the type of personal information stored in the OBT (e.g., full name, birth date, Social Security Number, employee ID, email, etc.). Data security reports must be provided when required by Radford University.

6. Prior to awarding of contract, Offeror must complete a RU assessment of data security practices. Assessment results must be acceptable to RU before an award is issued. Please confirm acknowledgement and acceptance of this requirement.

7. Provide detailed information regarding the data types the Offeror’s employees access through the OBT, or otherwise in providing services. Describe Offeror’s procedures for ensuring that information is protected and is used as intended, and that Offeror’s employees are trained in data security practices. Provide any relevant documentation addressing the data security standards and procedures of the Offeror.

E. DUTY OF CARE

1. The Contractor should provide any available services in regard to duty-of-care. Services should include:
   a. Ability to track travelers at any time during travel status.
   b. Ability to integrate travel itineraries with any selected software.
   c. Ability to communicate with travelers and RU administration, any travel alerts or warnings issued by the U.S. Government and/or destination area, including travel restrictions to sanctioned countries in times of natural disaster.
   d. Ability to record that traveler made it to their destination and/or provide a 2-way communication between travelers and the duty-of-care administrators.

2. Please describe the Offeror’s ability to provide Duty of Care as outlined in the Statement of Needs, Section E. Duty of Care.

F. CUSTOMER SERVICE

1. Excellent customer service is expected from the Contractor for University travelers/travel arranges at all times. The Contractor should:
   a. Assign experienced travel agents.
   b. Maintain regular business hours between Monday-Friday, from 8 to 6 PM.
   c. Provide emergency and after-hours support.
   d. Return non-emergency phone calls and emails within three business hours.
   e. For emergency phone calls and emails, what is your standard response time?
   f. Communicate the method preferred by the travel arranger (phone, mail, etc.).
   g. Be proactive in asking what travel needs are.

2. Notify travelers of all scheduling/itinerary changes/cancellations. The Contractor should keep traveler up to date on airport closings, canceled or delayed flights, trains, and buses. In the case of such an occurrence, the Contractor should:
   a. The university should not incur trip cancellation fees.
   b. Make every effort to notify any travelers which may be affected by such events.
   c. Arrange alternate travel bookings whenever a carrier defaults or cancels a scheduled departure.
   d. Provide effective procedures for complaint resolution.
   e. Be able to measure customer services performance of all agents assigned to RU and report performance to RU quarterly.

3. Please describe the Offeror’s ability to provide Customer Service as outlined in the Statement of Needs, Section F. Customer Service.

4. Please include a response to each item listed and propose any additional services that Offeror deems of value to RU.

5. Please state the number of agents assigned to RU’s account; whether the agents are dedicated (100% RU account) or designated (more than just RU’s account); how many other accounts they will have if designated; and percentage of time allocated to RU.

6. Please include resumes of all agents assigned to RU’s account and state years of corporate travel agency experience.

7. Please detail how customer service satisfaction is measured.
G. ASSISTANCE WITH VENDOR NEGOTIATIONS: The Contractor should negotiate, coordinate, and manage RU’s participation in corporate awards programs and/or corporate rate agreements with airlines, hotel, and car rental companies to include redemption assistance. Provide examples of negotiated discounts the Offeror has had success in achieving for other clients.

H. REPORTING: Contractor should provide comprehensive, customizable reports accessible by RU management or submitted electronically to include, but not limited to:

1. Monthly Reports:
   a. Total spend
   b. Spending by category (e.g., air travel, car rental, hotel bookings, etc.)
   c. Ticketing fees
   d. Compliance reports
   e. Reservation method report (online booking tool, email, phone, after hours support services, etc.)
   f. Unused ticket reports
   g. Sustainability reports (e.g., carbon footprint)

2. Annual Reports:
   a. University savings from rebates, negotiated discounts with airlines, rental car companies, and/or lodging; and
   b. Recommendations to the University on how to reduce travel costs for the following year.

3. Describe Offeror’s ability to provide Reporting as outlined in Statement of Needs, Section H. Reporting. Please detail other reports that the Offeror can provide that would add value to RU.

I. RADFORD UNIVERSITY POLICY AND DATA SECURITY COMPLIANCE:

1. It is the Contractor’s responsibility to stay current on RU Travel Policy.

2. Contractor must comply with RU’s information security policies and standards. See Attachment E.

3. Acknowledge compliance with policies as outlined in the Statement of Needs and section I, Policy Compliance. Please explain how the Offeror will train agents and ensure that the agents remain current on RU policy. Explain how policies will be incorporated into the Online Booking tool, as applicable.

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. Complete and sign: The return of the completed RFP inside cover sheet, with addenda acknowledge, if any. This document should be filled out and signed at the bottom (Page 3).

   B. Experience and Qualifications: Please provide the following deliverables within the body of your proposal:
   1. Experience of the firm in providing services described herein.
   2. Names, qualifications, and experience of personnel to be assigned to the project, including an organizational chart, individual qualifications, and duties, etc.
   3. Resume of key employees to be assigned to the project.

   C. Financial Proposal: Provide a complete fee schedule for the goods/services proposed in this RFP. Clearly identify all fees as well as applicable discounts. Categorize the various elements of your travel management services clearly identifying fees associated with each functionality.

   D. Implementation Timeline: If awarded a contract provide a clearly defined timeline from notification of award to implementation of your proposed product. Identify areas of responsibilities/expectations of Radford University.

   E. References: Provide four (4) references, either educational (preferred) or governmental, for those who you have provided the type of services described here. Include the date(s) services were furnished, the client’s name, address, and the name and phone number of the individual Radford University has your permission to contact. See Attachment D.
F. **Participation of Small, Women-owned and Minority-owned business (SWaM) Business:** If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at [http://www.sbsd.virginia.gov](http://www.sbsd.virginia.gov).

G. **Identification of Proposal Envelope:** The signed proposal should be returned to the University to the attention of the identified Procurement Officer in a sealed envelope or package with the following identifying information on the outside of the sealed envelope/package:

<table>
<thead>
<tr>
<th>FROM:</th>
<th>RFP # R23-015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Offeror:</td>
<td>RFP # R23-015</td>
</tr>
<tr>
<td>Address:</td>
<td>Due date: January 10, 2024</td>
</tr>
<tr>
<td>City, State, Zip Code;</td>
<td>RFP Title: Travel Management Services</td>
</tr>
<tr>
<td>Procurement Officer: Austin Eads</td>
<td></td>
</tr>
</tbody>
</table>

If the signed proposal is not contained in a sealed envelope or package, the Offeror takes the risk that the envelope, even if marked as described above, 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 offers should be placed in the envelope.

11. **SELECTION CRITERIA AND AWARD:**

A. **Selection Criteria:**

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Percentage of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Qualifications and experience of Offeror in providing the goods/services.</td>
<td>25%</td>
</tr>
<tr>
<td>2 Quality of products/services offered and suitability for the intended purposes.</td>
<td>25%</td>
</tr>
<tr>
<td>3 Specific plans or methodology to be used to provide the products/services.</td>
<td>20%</td>
</tr>
<tr>
<td>4 Financial (Cost)</td>
<td>20%</td>
</tr>
<tr>
<td>5 Participation of Small, Women-Owned and Minority-Owned (SWaM) Businesses.</td>
<td>10%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>

B. **Award:**

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on 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:

1. RFP Responses: 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”

   d. Response shall be submitted to:

   Radford University  
   Procurement and Contracts Department  
   Attn: Austin Eads  
   P.O. Box 6885  
   David E. Armstrong Complex  
   501 Stockton Street  
   Radford, VA 24142-6885

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 in an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.

4. **Word Usage:** As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “must” and “shall” identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
5. **Binding**: The original proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

6. **Ownership**: Ownership of all data, materials and documentation originated and prepared for Radford University pursuant to the RFP shall belong exclusively to Radford University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in the rejection of the proposal.

7. **Legal Agreement**: Unless noted in the proposal, a signed and submitted proposal certifies that the firm’s principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm’s entire proposal prior to submission to the University.

C. **ORAL PRESENTATIONS**: Offerors who submit a proposal in response to this RFP may be invited to give an oral presentation of their proposal to Radford University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but in no way will change the original proposal. The University will schedule the time and location of these presentations. Oral presentations may be conducted at the option of Radford University; therefore, proposals should be complete.

13. **OPTIONAL PRE-PROPOSAL CONFERENCE**

A. An optional pre-proposal conference will be conducted in a hybrid in-person/Zoom setting. Those who wish to attend in person may. Those who wish to attend via Zoom can access the meeting as indicated below. The pre-proposal conference is scheduled for **November 15, 2023 at 3 PM (EST Time)**

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

**OPTIONAL ZOOM ATTENDANCE** (Registration is Required):
You are invited to a Zoom meeting
When: **November 15, 2023 at 3:00 PM (EST Time)**

Register in advance for the Zoom meeting:
https://radford.zoom.us/meeting/register/tJcrfuyoqT4vHNLH_53_YsPzi0aWKCL8ZhGN

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

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

B. The purpose of the pre-proposal conference is to allow potential Offerors an opportunity to present questions and requests for clarification, with final responses provided in an RFP Addendum that will be published on eVA - Virginia's eProcurement Portal. The Addendum will include any updates to the RFP, including changes as well as responses to questions presented.
14. **INVOICES and PAYMENT:** Invoices for goods or services provided under any contract resulting from this solicitation where the university is required to pay the contractor directly 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 goods/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](http://www.eva.virginia.gov).

15. **ADDENDUM:** Any **ADDENDUM** issued for this solicitation may be accessed on Virginia Business Opportunities by going to [www.eva.virginia.gov](http://www.eva.virginia.gov). Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

16. **COMMUNICATIONS:** Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement and Contracts Department at Radford University rejects all proposals. Formal communications will be directed to the Procurement Officer listed on this solicitation. Reference General Information – Questions/Inquiries. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror’s proposal being rejected.

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

18. **ATTACHMENTS:**

   Attachment A – Terms and Conditions  
   Attachment B – Sample of Standard Contract Form  
   Attachment C – Zone Map for Cooperative Contracts  
   Attachment D – Vendor Data Sheet (References)  
   Attachment E – Data Security and Compliance
GENERAL TERMS AND CONDITIONS:

See:

GENERAL TERMS AND CONDITIONS

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 120 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 120 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. NOTICES: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed, or electronically submitted to the address of the respective party at the following address:

   If to the Contractor: Address Shown on the RFP Cover Page
   Attention: Name of Person Signing RFP

   If to Radford University:

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

7. 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.

8. 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.
SPECIAL TERMS AND CONDITIONS:

1. **ACCEPTANCE PERIOD**: Any proposal received in response to this solicitation shall be valid for 90 Days. At the end of the 90 Days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

2. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.

3. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION**: The Contractor assures that the information and data obtained as to personal facts and circumstances related to faculty, students or staff and affiliates will be collected and held confidential, during and following the term of this contract, and will not be divulged without the individual’s and the University’s written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor-agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (PII). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the University to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

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

5. **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:
      a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
      b. 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
      c. That the University Procurement 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 Procurement Officer, 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 Procurement 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 Procurement Officer in writing prior to commencement of said work.

6. **INSURANCE**:  
   By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. 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 $2,000,000.00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.
Automobile Liability - $1,000,000 combined single limit.
Builders Risk – For all renovation and new construction projects under $100,000 Radford University will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the Contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the Contract and name Radford University as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

*The Contractor agrees to be responsible for, indemnify, defend and hold harmless Radford University, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the Contract, including but not limited to claims under the Worker's Compensation Act. The Contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend, and hold harmless Radford University, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the Contract.

Provide a summary of other insurances associated with the services defined in your proposal

7. PCI COMPLIANCE: Contractor represents and warrants for the life of the Contract that it is responsible for the security of payment card information in its possession including all functions relating to storing, transmitting, and ensuring the security of Cardholder Data (CHD). The Contractor agrees that it and any Third-Party provider that Contractor engages, complies with the current version of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) and will maintain compliance with the PCI DSS or any successor certification established by the PCI Security Standards Council (PCI SSC). Contractor agrees that all Payment Applications used are compliant with the Payment Application Data Security Standard (PA DSS), or any successor certification established by the PCI SSC. The contractor will immediately notify the University if it learns it is, or can reasonably expect to be, no longer PCI DSS compliant and will provide the University with the steps being taken to remediate the non-compliance status.

The Contractor agrees to provide the University at least annually or on written request with a current (no more than 2 months old) and complete a copy of their Attestation of Compliance (AOC) signed by a duly authorized officer of the Contractor. Further, Contractor agrees to provide to the University proof of current (no more than 3 months old) passing external vulnerability scan as submitted by an Approved Scanning Vendor (ASV).

Contractor will keep data confidential and not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents, or data provided or disclosed to the Contractor or any account information related to payment cards or cardholders for any purpose other than performing the Contractor’s obligation under this Contract.

The contractor will inform the University within twenty-four hours if it has knowledge or can reasonably expect that a security breach has occurred. Contractor takes responsibility for the payment of fines, penalties, lawsuits, and other costs incurred that result from a breach that can be traced to the action or inaction of the Contractor and will assume 100% of those costs assuming no contributory negligence on the part of the University, merchant acquirer, merchant bank, or other negligent third-party.

8. RENEWAL OF CONTRACT: This Contract may be renewed by Radford University for a period of 3 Three Year Periods or as negotiated, only under the term and conditions of the original Contract excepted as stated in A, B, & C below. Price increases may be negotiated only at the time of renewal. Written notice of Radford University’s intention to renew shall be given (approximately 90 days) prior to the expiration date of each Contract period.

FOR LABOR ONLY:

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.

B. If during the first one-year renewal Radford University elects to exercise the option to renew the Contract for the second additional one-year period, the Contract price(s) for the second additional one-year period shall not exceed the contract
price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the “Services” category of the CPI section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

C. If during the second one-year renewal Radford University elects to exercise the option to renew the Contract for the third additional one-year period, the Contract price(s) for the third additional one-year period shall not exceed the contract price(s) of the second one-year CPI renewal period increased/decreased by no more than the percentage increase/decrease of the “Services” category of the section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
ATTACHMENT B

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

STANDARD CONTRACT
Contract Number: RUxxxx

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

1. WITNESSETH that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:

2. SCOPE OF CONTRACT: The Contractor shall provide _______________ to Radford University as set forth in the Contract Documents.

3. TERM OF CONTRACT: From _______________ through _______________ with __________ (number of years) year renewal options or as negotiated, to include all contractual provisions contained herein.

4. THE CONTRACT DOCUMENTS SHALL CONSIST OF:

   This signed Radford University Standard Contract. Document;

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

   Contractor’s Proposal signed and dated _______________

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

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

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

CONTRACTOR:      RADFORD UNIVERSITY

Print Name: __________________________   Print Name: __________________________

Title: _______________________________   Title: ________________________________

Signature: ___________________________   Signature: ___________________________

Date: _______________________________   Date: ________________________________
Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

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

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 MUST COMPLETE & RETURN WITH PROPOSAL
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 vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements as the time of submission of their proposal.

VENDOR’S PRIMARY CONTACT:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone #</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

YEAR’S IN BUSINESS: Indicate the length of time you have been in business providing this type of good and/or service:

<table>
<thead>
<tr>
<th>Year’s</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

REFERENCES: Indicate below a listing of at least (4) four current or recent accounts, either commercial or governmental, that your company is or has serviced providing similar goods/services. Include the length of service, the name, address, email, and telephone number of the point of contact.

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone No.</th>
<th>Email Address:</th>
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<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Project</th>
<th>Dates of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dollar Value of Project</th>
<th>Additional Comments:</th>
</tr>
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COMPLIANCE:
The Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or the Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

CONFIDENTIALITY:
Radford University agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor’s responsibility to fully comply with rule Governing Rule §34 – “Public Inspection of certain records” located in the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as “proprietary” either prior to or at the time of submission to the University.

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual’s and the agency’s written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality Statement in this Proposal.

DATA AUTHENTICITY, INTEGRITY AND AVAILABILITY:
The Contractor will take reasonable measures, including audit trails, to protect University Data, as stated in the Proposal, against deterioration or degradation of data quality and authenticity. The Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, “is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.”

The Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.

The Contractor will maintain an uptime of 99.99% or greater, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations.

DATA PRIVACY:
The Contractor will use University Data only for the purpose of fulfilling its duties under this Contract and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Contract or as otherwise required by law.

University Data will not be stored outside the United States without prior written consent from the University.

The Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Contract. The Contractor will ensure that the Contractor’s employees who perform work under this Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Contract. If the Contractor will have access to the University’s Education records as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of this Contract it will be designated as a “school official” with “legitimate educational interests” in the University Education records, as those terms have been defined under FERPA and its implementing regulations, and
the Contractor agrees to abide by the limitations and requirements imposed on school officials. The Contractor will use the Education records only for the purpose of fulfilling its duties under this Contract for University’s and its End User’s benefit, and will not share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by the University.

**DATA TRANSFER UPON TERMINATION OR EXPIRATION:**
The Contractor’s obligations shall survive termination of this Contract until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.

Upon termination or expiration of this Contract, the Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of this Contract. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. The Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.

In the event that the University requests destruction of its data, the Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University data. The Contractor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.

The Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to the Contractor’s facilities to remove and destroy University-owned assets and data. The Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. The Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

**DATA SECURITY:**
The Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

The Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, SOC 2 or SOC 3 security report from a third-party reviewer along with annual updated security reports. The Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under this Contract.

Without limiting the foregoing, the Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.

The University may inspect the data center used to store and process University Data annually or at any time upon request.

**LATEST SOFTWARE VERSION:** Any software product(s) provided under the Contract shall be the latest version available to the general public as of the due date of this solicitation.
LIMITATION OF USE: The University’s right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this Contract. Notwithstanding any provision to the contrary however, the University shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another University site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the University’s risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the University. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the University, the Contractor’s sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the Code of Virginia.

NO END USER CONTRACTS: This Contract is the entire Contract between the University (including University employees and other End Users) and the Contractor. In the event that the Contractor enters into terms of use contracts or other contracts or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such contracts shall be null, void and without effect, and the terms of this Contract shall apply.

NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any state agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract.

1. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

2. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

3. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

4. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

   • Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because of the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

   • Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

   • If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

   • The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

   • All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended.
If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration (http://www.section508.gov/). The requirements of this paragraph along with the Non-Visual Access to Technology term shall be construed to achieve full compliance with the Information Technology Access Act § 2.2-3500 through 2.2-3504 of the Code of Virginia.

OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Contract shall become the sole property of the University. On request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the University to evidence the University’s sole ownership of specifically identified intellectual property created or developed in the performance of the Contract.

REQUESTS FOR DATA, RESPONSE TO LEGAL ORDERS OR DEMANDS FOR DATA:
1. Except as otherwise expressly prohibited by law, the Contractor will:
   a. Immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Contractor seeking University Data;
   b. Consult with the University regarding its response;
   c. Cooperate with University requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
   d. Upon University request, provide said with a copy of its response.

2. The Contractor will make itself and any employees, contractors or agents assisting the Contractor in the performance of its obligations under the Contract available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of this contract. This shall include any data preservation or eDiscovery required by the University.

3. The University may request and obtain access to University Data and related logs at any time for any reason.

SECURITY BREACH:
1. Response. Immediately (within one calendar day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, the Contractor will notify the University, fully investigate the incident, and cooperate fully with the University’s investigation of and response to the incident. Except as otherwise required by law, the Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

2. Liability. In addition to any other remedies available to the University under law or equity, the Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or Contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. The Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

SERVICE REPORTS: Upon completion of any maintenance call, the Contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.
SOFTWARE UPGRADES: The University shall be entitled to any and all upgraded versions of the software covered in the Contract that becomes available from the Contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the University’s current version and the price the Contractor sells or licenses the upgraded software under similar circumstances.

SOURCE CODE: In the event the Contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the University shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the Contract. Until such time as a complete copy of such material is provided, the University shall have exclusive right to possess all physical embodiments of such Contractor owned materials. The rights of the University in this respect shall survive for a period of twenty years after the expiration or termination of the Contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

THIRD PARTY ACQUISITION OF SOFTWARE: The Contractor shall notify the University in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the contracts terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain, for the University’s benefit and deliver thereto, the assignee’s agreement to fully honor the terms of the Contract.

WARRANTY AGAINST SHUTDOWN DEVICES: The Contractor warrants that the equipment and software provided under the Contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.