REQUEST FOR SEALED PROPOSAL # R24-006

TITLE:
Campus Wide
Multifunction Digital Devices & High-Speed Printers

DATE: NOVEMBER 6, 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.
REQUEST FOR PROPOSAL (RFP)
RFP # R24-006

GENERAL INFORMATION FORM

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

Name: Kevin McDowell
Phone: (540) 831-5356
Email: dkmcdowel@radford.edu.

Written questions to be submitted via email no later than: December 6th 3:00 PM Eastern Time

SEALED PROPOSAL DUE DATE AND TIME: Proposals will be received until January 4th 2024 up to and including 3:00 PM Eastern Time. Email and 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. This is a sealed receipt process. Emails or fax responses will not be accepted.**

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 **Attachment A, Section (6) – Terms and Conditions.**

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on November 16th at (8:30 AM Eastern). See Section (13) for additional information.

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](http://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/](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.

<table>
<thead>
<tr>
<th>FULL LEGAL NAME (PRINT)</th>
<th>FEDERAL TAXPAYER NUMBER (ID#)</th>
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<tbody>
<tr>
<td>(Company name as it appears with your Federal Taxpayer Number)</td>
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<tr>
<th>BUSINESS NAME /DBA NAME/TA NAME</th>
<th>BILLING NAME</th>
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<tr>
<td>(If different than the Full Legal Name)</td>
<td>(Company name as it appears on your invoice)</td>
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<tr>
<th>PURCHASE ORDER ADDRESS</th>
<th>PAYMENT ADDRESS</th>
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<thead>
<tr>
<th>CONTACT NAME/TITLE (PRINT)</th>
<th>EMAIL ADDRESS</th>
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<tr>
<th>TELEPHONE NUMBER</th>
<th>TOLL FREE TELEPHONE NUMBER</th>
<th>FAX NUMBER</th>
<th>EVA VENDOR ID NUMBER</th>
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<thead>
<tr>
<th>VIRGINIA STATE CORPORATION COMMISSION REGISTRATION NUMBER</th>
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</table>

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:** ______________________

RFP # R24-006 (Campus Wide Multifunction Digital Devices & High-Speed Printers)
1. **PURPOSE:**

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations with one qualified contractor to provide and maintain a fleet of leased multifunction devices to be deployed campus wide, at the Community Hospital building in Roanoke, and the Roanoke Higher Education Center, as outlined herein for Radford University located at 801 East Main Street, Radford, Virginia 24142. Radford University is 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 initial term of this contract is for five years, or as negotiated. There will be an option for five one-year renewals, 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 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:** In 2018, Radford University entered into a contract with Virginia Business Systems (VBS) to provide multifunction devices to the campus community. This contract was renewed in June 2023 and will come up for renewal again in July, 2024. Via this contract, Radford University currently leases 189 devices that are located on the main campus in Radford, at the Community Hospital building in Roanoke, and the Roanoke Higher Education Center.

A summary of these devices is listed below with a more detailed breakdown including annual print volume which is included in Attachment F (Two-year Print Volume).

<table>
<thead>
<tr>
<th>Device</th>
<th>Total Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xerox C8055 (multiple paper trays, staple, 3-hole punch)</td>
<td>57</td>
</tr>
<tr>
<td>Xerox C7020</td>
<td>57</td>
</tr>
<tr>
<td>Xerox C405</td>
<td>38</td>
</tr>
<tr>
<td>Xerox C7030 (multiple paper trays, staple, 3-hole punch)</td>
<td>19</td>
</tr>
<tr>
<td>Xerox C605 X</td>
<td>9</td>
</tr>
<tr>
<td>Xerox C8155</td>
<td>1</td>
</tr>
<tr>
<td>Xerox C605 XL (multiple paper trays)</td>
<td>6</td>
</tr>
<tr>
<td>Xerox 180 Press Fiery controller</td>
<td>1</td>
</tr>
<tr>
<td>Xerox 3100 Press with Fiery Controller</td>
<td>1</td>
</tr>
</tbody>
</table>
RFP # R24-006 (Campus Wide Multifunction Digital Devices & High-Speed Printers)

Via the current contract, there is a monthly base cost for the devices as well as the current cost per page price.

<table>
<thead>
<tr>
<th>Device</th>
<th>Month Base Cost</th>
<th>Per Page B&amp;W</th>
<th>Per Page Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>C405DN</td>
<td>$19.00</td>
<td>$0.016</td>
<td>$0.055</td>
</tr>
<tr>
<td>C605XM</td>
<td>$45.67</td>
<td>$0.0875</td>
<td>$0.050</td>
</tr>
<tr>
<td>C7020</td>
<td>$30.40</td>
<td>$0.0065</td>
<td>$0.050</td>
</tr>
<tr>
<td>C7020 w/finisher</td>
<td>$61.76</td>
<td>$0.0045</td>
<td>$0.044</td>
</tr>
<tr>
<td>C7030</td>
<td>$69.36</td>
<td>$0.0045</td>
<td>$0.044</td>
</tr>
<tr>
<td>C8055</td>
<td>$83.89</td>
<td>$0.0045</td>
<td>$0.0375</td>
</tr>
<tr>
<td>C0845</td>
<td>$68.88</td>
<td>$0.0045</td>
<td>$0.0375</td>
</tr>
</tbody>
</table>

Radford University currently maintains two centralized Windows print servers that are utilized by the campus community. One is located on the main campus and one in Roanoke. All 189 of the campus devices are connected to these print servers.

Radford University currently uses Papercut to monitor and bill both student and department printing. This system currently provides students with a $5.00 print allocation and any additional printing is charged to their CBORD ONE CARD account. We do not use print release stations once the student is prompted to accept charges for the printout and is sent to printer.

Toner is delivered to the University customers (departments) by VBS. An algorithm is used by the MPS monitoring system that determines when a toner needs to be ordered. The new toner order is placed by the MPS monitoring system and is delivered to the department’s printer contact by VBS before the toner level reaches 0%. All recycled toner is currently picked up, stored, and managed by the University. The University welcomes any new ideas on toner management to obtain better efficiency and reduce the times departments run out before receiving new toner. The Radford University Technical Assistance Center (RU TAC) is currently provided a surplus supply of toner for all models for emergency use when departments do run out.

Print ReLeaf program is a part of the current contract providing carbon offsets based on the print volume of the University. Sustainability continues to be a focus for the campus.

The current contract provides Xmedius as a tool for software-based faxing that is used by areas that have low fax needs. As copiers are replaced, we will continue to evaluate if fax capabilities are necessary for each department. Departments that deal in highly sensitive data that require fax functionality have maintained fax hardware on their copier.

Many campus departments also maintain individual desktop printers that are not covered under this contract.

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 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 is Director of Tech Support Services.

8. **DEFINITIONS:** INTENTIONALLY LEFT BLANK

9. **STATEMENT OF NEEDS:** Radford University is seeking to secure the services of a Contractor to provide Leased Multifunction Digital Devices & High-Speed Printers inclusive of all toner and device maintenance as outlined in this Statement of Needs.

A. **General Requirements:**

1. The main objective of the RFP is to create a contractual relationship with a contractor that will provide an all-inclusive managed print service program (including equipment, maintenance, repair, staples, and toner except for paper or as negotiated) for all Multifunctional Devices (MFD’s) currently in service at the University’s main campus and Roanoke sites.

2. The University’s specific objectives are as follows:
   - Streamline operations, standardize equipment, and increase efficiency.
   - Reduce energy consumption.
   - Reduce space needs.
   - Reduce the environmental impact (support sustainability)

3. Interested offerors will utilize the information provided in this document to submit a proposal outlining their implementation, price per imprint and management of a Managed Print Services program for the University. This program will include equipment, maintenance, and supplies (excluding paper) for all identified devices for printing, faxing, and scanning in all departments.

4. Respondents are encouraged to present innovative and creative solutions that align with the
University’s needs for copying, printing, faxing, and scanning requirements, as detailed in the evaluation criteria outlined in this document. Additionally, we invite respondents to propose any other cost savings initiatives offered by their companies that can be integrated into our campus environment.

B. **Specific:**

1. **Program Overview:**
   The Managed Print Services program shall include, at a minimum, complete management, ownership, and oversight for any and all MFD’s, associated equipment and peripherals, software and licenses, service and support of all equipment placed in service, billing and reconciliation, and reporting. Please describe how your company will meet the needs and expectations detailed below.

2. **Program Solution:**
   Offeror should furnish a comprehensive narrative that outlines the program overview for each of the following:
   
   A. Explain the Managed Print Services solution being proposed to the University. Include a detailed list of potential services and devices to be incorporated.
   
   B. Specify the manufacturer(s) of Managed Print Services hardware provided by the offeror and that the equipment that is supported.
   
   C. Identify whether refurbished equipment and OEM/non-OEM supplies are utilized.
   
   D. Describe any capabilities for managing existing University-owned personal printers/desktop within a Managed Print Services Solution.
   
   E. Elaborate on the fleet refresh strategy.
   
   F. Describe the process for ongoing assessment and optimization of managed print service to ensure fleet optimization efficiency.
   
   G. Present and provide options for integrating e-print and cloud application printing, enabling users to print from different areas on campus.
   
   H. Provide information concerning any environmentally friendly ‘green’ initiatives and how these initiatives align with the proposed solution.

3. **Technical Specification:**
   
   A. All equipment must be new and currently in production. No used equipment or parts will be considered until after year (3) of this contract.
   
   B. All devices should be capable of using recycled paper without a decrease in performance.
   
   C. All devices should be equipped with a console cabinet or stand.
   
   D. All devices should offer color copying, printing, and scanning unless a Monochrome device is explicitly requested for a specific area. Devices should have the option for faxing.
   
   E. All devices should have a similar user interface, enabling users and technicians to seamlessly transition between devices without the need for re-learning.
   
   F. Surge protectors should be provided at no charge if recommended by the manufacturer.
   
   G. The University currently has 61 devices with fax capabilities. We anticipate this number can be reduced as we replace the devices.
H. All devices should include an Ethernet network card capable of operation at a minimum speed of 100Mbps

I. All devices should have internet-based remote diagnostics and status reporting to monitor toner and paper levels, current operating status, and maintenance issues. RU TAC support staff should have access to device status, toner levels and page counts through accessing this software.

J. All firmware upgrades shall be included and to be installed by the contractor, including those available by the Internet. Critical security vulnerabilities should be patched within 14 days of release. Contractors shall notify Radford University TAC of new updates as they become available and install them as requested as part of routine service. Firmware updates may either use an automated security tool to implement all updates or have a dedicated resource who will take care of this.

K. All devices must support Windows 10, Windows 11, macOS printing and device drivers for a Windows 2019 print server.

L. Describe capability for wireless (mobile device) print.

M. Provide details on the network and physical security of your devices, as well as your monitoring procedures, maintenance of firmware updates, and any other security features. Include method used to encrypt prints, scans, and other communications over the network so the device cannot be compromised.

4. Other Specification:
   A. All order placements, delivery confirmations, service scheduling and other device-related information will be handled by the RU TAC.

   B. The contractor should provide a base device cost plus a cost per impression/click charge to include all labor, equipment, services, and supplies (to include toner), but excluding paper. Method of calculating single vs. multiple impression/clicks, including factors such as page size thresholds, should be clearly defined. No monthly minimum threshold limits will be accepted. This cost per impression charge shall remain in effect for the initial term of the contract. All costs should be clearly identified including any software/hardware upgrade fees, consumable supplies, parts, labor, and service charges. Cost for Equipment removal and documented erasing of university data by the contractor will be the responsibility of the contractor. Radford University welcomes additional or alternative pricing structures and plans based on impression/click volumes.

   C. The contractor should provide spare toner to all departments upon award of contract at time of installation of new equipment. This should include any new equipment installed during the initial contract period.

   D. The successful contractor shall be responsible for immediately notifying and working with RU TAC in the event of a security issue regarding the devices and providing documentation to the University regarding the issue and resolution.

   E. The contractor shall be responsible for securely scrubbing and sanitizing devices that are removed from service. Documentation/Certificate must be provided to the University for the disposal of sensitive media for any device that is removed from service or removed from campus for maintenance during and after the contract period has ended.

   F. In the event of manufacturer equipment changes or updates, the contractor must make necessary improvements available for any new machines at no price increase.

   G. The contractor should provide automated collection of meter reading via a device management system. This system will also allow RU TAC staff to view the current information and status of all devices.
H. Radford University will provide necessary historical data for contractors to use the right size
devices appropriately. Quarterly business reviews should be conducted to review support services
and additional devices.

C. **Service and Support:**

A. All service calls not initiated through automatic remote functionality will be placed by RU TAC.
Service calls shall be responded to on a first come, first served basis, except where the RU TAC
deems it necessary to change the priority of calls. The contractor shall maintain an appropriate staff
level ratio of technical support personnel, with authorized service dealer training on all digital
equipment and networking components utilized at the university, with the responsibility of first
response to service call to eliminate unnecessary calls to the contractor and to determine the source
of the problem to help streamline the repair process.

B. Provide the ratio of service technicians to number of devices deployed/supported. Ratio in our
regional area and any company goals for ratio of technicians to devices supported.

C. The contractor shall provide trained, qualified, and technically skilled service technicians
supervised by the contractor. The contractor shall provide adequate managerial and administrative
supervision for its employees servicing the university. The vendor shall provide adequate back-up
in times of staff shortages due to vacations, training, illnesses, and inclement weather.

D. The contractor shall respond within 2 business days of receipt of a new order with confirmation of
the order. The delivery date should not be more than fourteen (14) business days from the date of
the order unless otherwise agreed upon by the University. The contractor shall coordinate delivery
time at a minimum of 2 business days in advance of the equipment delivery. The University has the
option to refuse delivery at no charge when proper coordination has not been performed.

E. Two service technicians should be readily available daily to perform repairs as necessary. Normal
business hours for the university are 8AM to 5PM Monday through Friday. Contractor shall also
provide service availability according to the Radford University Holiday Schedule which can be
found at https://www.radford.edu/content/human-resources/home/employee-experience-/holiday-
schedule.html as needed in the case that Radford University business offices or faculty areas are
open; the university will supply applicable dates as requested. A response time of four (4) hours is
expected, with problem resolution no later than the next business day.

F. The contractor shall provide all labor, materials, tools, and equipment to properly service and
maintain the equipment provided to the university.

G. The contractor shall either locally stock or be able to obtain delivery of parts within four (4)
business hours of the service personnel identifying the need for the part(s).

H. If repairs or parts are necessary and the time to complete repairs or install parts will be greater than
two business days, the contractor shall provide loaner/substitute equipment at no additional cost to
the university until repairs or installation of parts can be completed and the equipment is usable by
the university unless otherwise agreed upon by the university. No additional fee will be allowed for
a backup device. Only cost per copy charges will be allowed. The contractor shall keep backup
units on hand as necessary in the event that equipment is out of service.

I. The contractor shall provide a new device that is equal to or exceeds the device specifications in the
event that the volume of service calls exceeds that indicated by the manufacturer’s monthly call per
volume recommendations. If it is clearly documented that the contractor cannot keep a device
running due to the same or similar problem for repeated service calls, a new device that is equal to
or exceeds the device specifications will be provided. After year three (3) contract replacements
may be refurbished. No additional charge will be allowed for a replacement device. The contractor
must remove the defective device within ten (10) business days at no charge to the university.
J. In the event that the device needs to be moved to another department or building location at the university, the contractor will work with RU TAC to schedule the equipment move at no additional charge to the university.

K. Most devices will be placed in departments for faculty/staff usage. On certain occasions devices may be placed in locations for student usage. If this occurs, the contractor must install locks to secure the mechanics of the unit and the paper supply at no additional cost.

L. The contractor is responsible for the removal of any device removed from service and at the end of the contract term at no additional charge to the University.

M. The contractor should provide quarterly reports to Radford University consisting of, but not limited to, the following:
   1. The number of devices placed (listed by month and total to date)
   2. Average response time for all service calls.
   3. Summary of all service calls, with device, issue, and resolution information.
   4. Plan of action for any device with more than four (4) service calls in any consecutive three (3) month period.
   5. Average copy volume per model.
   6. Reports should be available upon request by the University.

D. **University Training and Communication:**
   A. The contractor should provide all training for key operators and other department personnel immediately after each installation at no additional cost to the university. In exceptional circumstances, mutually agreed-upon situations may require training of 2 business days. On-going training may be requested as needed by the university. A technician should be present during all installations. The contracted vendor will not be allowed to visit University departments for installation without a RU TAC staff present.

   B. Describe your firm’s approach to configurations and Windows print servers to facilitate cost savings. For example, duplex printing, distinguishing between black & white and color, print versus scan, reducing wasteful printing.

   C. Provide an outline of the training by the Offeror. Specify the training required for technical staff and end users. If a train-the-trainer approach is used for end-user training, provide details.

E. **Implementation:**
   A. Describe a proposed implementation plan for the rollout of the devices across the campus assuming a final contract award date in March, with awareness that devices will need replacement during the month of July.

F. **Billing Specification:**
   A. See Section 14 INVOICING and PAYMENT for specifics billing details.

   B. Each Device must be assigned a unique number by the contractor that should be easily visible on the exterior of the machine. A billing system and invoice information will be finalized upon contract negotiation.

   C. The contractor must designate one contact person accountable to the University for the following:
      o Complete order entry to machine delivery process.
      o Billing.
      o Handling issues related to service calls.

G. **Reporting and Delivery Requirements:**
   a. The Contractor is required to provide a weekly progress report to the Contract Administrator outlining the following:
1. Specific tasks completed as per the contract provisions and their completion dates.

2. Projected completion dates for the remaining tasks required by the contract.

b. If applicable, the Contractor should provide a quarterly report to the Radford University Director of Strategic Sourcing and Supplier Diversity detailing the small business subcontractor spending.

H. Optional:

A. Print Management Software – Include options for print management software that could assist the campus community in making informed decisions about the devices they use for large print jobs and the cost of color jobs when color printouts is selected. Can this service also link our office printing to our production printing center?

B. Test Grading Capabilities – Present options for allowing Faculty to use the device in their department to scan and grade bubble sheet tests. Currently, this functionality is provided by faculty dropping tests off at a central location on campus.

C. Describe capability for secure release of documents where an individual initiates printing, but the document is not printed until the user is at copier and releases the job.

D. Describe any cloud printing solution your company can provide Radford University as an option for potential future use of this contract.

E. Enhancing Student Experience: Describe how your print solution can enhance the student experience with printing in computer labs.

F. This contract is not intended to manage local desktop devices. However, the University is open to suggestions and retains the right to negotiate the inclusion of such devices during the contract period if any department within the University requires them. If relevant, include this information in your response. The University does not centrally manage desktop devices, and these devices are typically not network.

Print Production Devices – At this time our intention is not to replace the existing production devices using this contract. Instead, we aim to provide this information for your consideration, with the possibility of incorporating these devices now or in the future. Our intent is that this contract will offer us the option to replace or expand the fleet of these devices as needed.

Radford University currently operates a production print shop with several leased production devices. The cost covers parts and supplies, including toner and staples. All 3 device leases expire in mid-December 2024.

For the two Versant Production devices, the per page cost remain the same for both 8.5x11 sheet as they are for a 13x19.33 sheets counting as one impression. Sheets measuring between 19.33 and 26 inches count as two impressions. All 3 devices are equipped with a Fiery digital front end. It is important to note that all service and maintenance call for these devices are handled directly through the print shop and not through the RU Technical Center (TAC).

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<tbody>
<tr>
<td>Xerox Versant 180p</td>
<td>Pro Booklet Finisher</td>
<td>.004</td>
<td>198,825</td>
<td>.0365</td>
<td>222,177</td>
</tr>
</tbody>
</table>
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. Proposed installation plan and pricing model. All features and specs for each device proposed.

B. Current contact information for all team members and roles that will be assigned to this contract.

C. **References:** Provide four (3) 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.

D. **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).

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>
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<tbody>
<tr>
<td>Relevant Experience and Qualification Per Section 10, Letter B and C</td>
<td>15%</td>
</tr>
<tr>
<td>Capabilities, Skills, and Capacity Per Section 9: Service &amp; Support, Technical Specification, Other Specifications</td>
<td>20%</td>
</tr>
<tr>
<td>Approach and Methodology Per Section 9: Program Overview, Training, Program Solution, Implementation</td>
<td>25%</td>
</tr>
<tr>
<td>Financial Proposal</td>
<td>30%</td>
</tr>
<tr>
<td>SWaM - Participation of Small Businesses and Businesses Owned by Women and Minorities</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 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 determinant.
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: 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”

   d. Response shall be submitted to:

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

      Identify the envelope/package as instructed in Attachment A.6 – Terms and Conditions
      No other distribution of the proposal shall be made by the Offeror.

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

5. **Binding**: The original proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

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

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

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

13. **OPTIONAL PRE-PROPOSAL CONFERENCE**

   A. An optional pre-proposal conference will be held (November 16th at 8:30AM Eastern) in the Procurement and Contracts Conference Room #231 located in the Armstrong Complex. The street address is 501 Stockton Street, Radford, VA 24142.

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

   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.

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

   **ZOOM ATTENDANCE** (Registration is required):
   You are invited to a Zoom meeting.
   When: Thursday November 16th 2023 at 8:30 AM Eastern Time (US and Canada)
14. **INVOICES and PAYMENT:** Invoices for goods or services provided under any contract resulting from this solicitation should be submitted by email to acctspayable@radford.edu. Invoices shall be identified with the assigned contract number. Invoices shall identify contract pricing for all good/services payment is being requested. If submitting invoices by mail use the following address. **Email is the preferred method of invoice receipt.**

RADFORD UNIVERSITY  
ACCOUNTS PAYABLE  
POST OFFICE BOX 6906  
RADFORD, VA 24142-6906

Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods/services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Pay Act.

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

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

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

18. **ATTACHMENTS:**

Attachment A – Terms and Conditions  
Attachment B – Sample of Standard Contract Form  
Attachment C – Zone Map for Cooperative Contracts  
Attachment D – Vendor Data Sheet  
Attachment E – Two-year Print Volume
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 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:

<table>
<thead>
<tr>
<th>From</th>
<th>Name of Offeror</th>
<th>Due Date</th>
<th>Time Due</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Street or Box Number</td>
<td>Solicitation Number</td>
<td></td>
</tr>
<tr>
<td></td>
<td>City, State, Zip Code</td>
<td>Solicitation Title</td>
<td></td>
</tr>
</tbody>
</table>

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.

SPECIAL TERMS AND CONDITIONS:

1. ACCEPTANCE PERIOD: Any Proposal received in response to this solicitation shall be valid for (120) days. At the end of the (120) 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. CONTINUITY OF SERVICES:

1. 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 Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

2. The Contractor shall, upon written notice from the Contract 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 Contract Officer’s approval.

3. 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 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.

6. 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. Contractors shall ensure subcontractors conduct similar background checks. Radford University reserves the right to audit a contractor’s background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Radford University campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Radford University Contract Administrator within 5 days. If at any time during the term of the contract Radford University discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the Contractor shall remove that employee’s access to the Radford University campus, unless Radford University consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the Contract.

7. 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.

8. 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.

9. 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.

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. Radford University will not assume any responsibility for receiving these shipments. Contractor shall check with Radford University and make necessary arrangements for security and storage space in the building during installation.

11. EXCESSIVE DOWNTIME: Equipment or software furnished under the Contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the Contractor agrees to pro-rate maintenance charges to account for each full day of in-operability. The period of in-operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than 2 consecutive business days, the Contractor shall promptly replace the equipment or software at no charge upon request of the University. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within (2) two days following the request for replacement.

12. EXTRA CHARGES NOT ALLOWED: The Proposal price shall be for complete installation ready for Radford University use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

13. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owner’s representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

RFP # R24-006 (Campus Wide Multifunction Digital Devices & High-Speed Printers)
14. **HARDWARE:** Equipment ordered herein shall be subject to inspection and a 30-day testing period by the University. Contractor equipment which is found to not meet the specifications or other requirements of the Contract may be rejected and returned to the vendor at no cost (including return transportation) by the University. Unless otherwise notified or mutually agreed, acceptance shall become effective at the end of the 30-day testing period. Such acceptance shall not be conclusive of complete conformance in all respects to the Contract specifications and other requirements, or the nonexistence of potential latent defects.

15. **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.

16. **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.

17. **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.

18. **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.

19. **ORDERS:** Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.
20. **PREVENTIVE MAINTENANCE**: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

21. **PRIME CONTRACTOR RESPONSIBILITIES**: The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

22. **RENEWAL OF CONTRACT**: This Contract may be renewed by Radford University upon written agreement of both parties for five (5 successive one-year periods), under the terms of the current Contract, and at a reasonable time (approximately 90 days) prior to the expiration.

23. **REPAIR PARTS**: In the event that the performance of maintenance services under the Contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of Radford University.

24. **RENEWAL OF CONTRACT**: This Contract may be renewed by Radford University upon written agreement of both parties for (5 successive one-year periods or as negotiated), under the terms of the current Contract, and at a reasonable time (approximately 90 days) prior to the expiration.

25. **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.

26. **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. 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 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.

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.

Contractor agrees to indemnify and hold the University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action suits, judgements, assessment, costs (including reasonable attorney’s fees), and expenses arising out of or relating to any loss of University customer credit card or identify information managed, retained, or maintained by the Contractor, including, but not limited to fraudulent or unapproved use of such credit card or identity information.
Contractor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Contractor in the event Contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

27. **WORK SITE DAMAGES**: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
Attachment B

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

STANDARD CONTRACT
Contract Number: RU24-006

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

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

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

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

4. THE CONTRACT DOCUMENTS SHALL CONSIST OF:

This signed Radford University Standard Contract. Document;

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

Contractor’s Proposal signed and dated _______________

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

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

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

CONTRACTOR: RADFORD UNIVERSITY

Print Name: __________________________   Print Name: __________________________

Title: _______________________________   Title: ________________________________

Signature: ___________________________   Signature: ____________________________

Date: _______________________________   Date: ________________________________
**Attachment C**

**Zone Map**

![Zone Map Image]

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

**List of member institutions by zones**

<table>
<thead>
<tr>
<th>Zone 1</th>
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<tr>
<td>George Mason University (Fairfax)</td>
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<td>University of Virginia (Charlottesville)</td>
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<td>Christopher Newport University (Hampton) College of William and Mary (Williamsburg) Old Dominion University (Norfolk) Norfolk State University (Norfolk)</td>
<td>Virginia Commonwealth University (Richmond)</td>
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<td>Zone 9</td>
</tr>
<tr>
<td>Longwood University (Farmville)</td>
<td>Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)</td>
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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.
VENDOR DATA SHEET

*Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid/offer nonresponsive.

**Qualifications:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

**Vendor’s Primary Contact:**

<table>
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<tr>
<th>NAME:</th>
<th>PHONE:</th>
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</thead>
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**Year’s in Business:** Indicate the length of time you have been in business providing this type of good or service: **YEARS:** **MONTHS:**

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

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I certify the accuracy of this information.

Signed: ____________________________________________________________

Title: _____________________________________________________________

Date: _____________________________________________________________
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