

REQUEST FOR PROPOSAL # R25-012

EARLY EQUIPMENT PACKAGE FOR: IMPROVEMENT OF CAMPUS UTILITIES INFRASTRUCTURE ELECTRICAL UNDER PROJECT 217-18600-001

JULY 9, 2025

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 # R25-012

GENERAL INFORMATION FORM

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

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

Written questions to be submitted via email no later than: July 16, 2025, by 3:00 PM Eastern Standard Time (hereinafter EST)

PROPOSAL DUE DATE AND TIME: Proposals will be received until July 28, 2025, up to and including 3:00 PM EST.

BUSINESS HOURS: Radford University's Procurement and Contracts Department is open Monday through Friday from 8:00 AM to 4:30 PM EST.

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.

Information Requested	Vendor Response (Please write or fill in legibly)
FULL LEGAL NAME OF BUSINESS:	
(Please print the company name as it appears with your	
Federal Taxpayer Identification Number)	
FEDERAL TAXPAYER IDENTIFICATION	
NUMBER (TIN):	
BUSINESS NAME / DBA NAME/ TA NAME:	
(If different than the Full Legal Name)	
BILLING NAME:	
(Company name as it appears on your invoice)	
PAYMENT ADDRESS:	
CONTACT NAME:	
CONTACT TITLE:	
EMAIL:	
TELEPHONE NUMBER:	
TOLL FREE TELEPHONE NUMBER:	
EVA VENDOR ID NUMBER:	
VIRGINIA STATE CORPORATION COMMISSION	
REGISTRATION NUMBER:	
I acknowledge that I have received the following addenda	posted for this solicitation.
123456	(Please check all that apply.)
CLONATURE	D. A. TELE
SIGNATURE:	DATE:

- 1. **PURPOSE:** The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for the supply and delivery of medium voltage switchgear and transformer equipment as described in the statement of needs and Attachment E for Radford University located at 801 East Main Street, Radford, Virginia 24142, an agency of the Commonwealth of Virginia.
- 2. CONTRACT PERIOD / TIME FOR COMPLETION: The contract period shall be commenced upon execution of the contract and the receipt of the Notice to Proceed from the University or a date mutually agreed upon between the University and Vendor, whichever occurs soonest. The Vendor shall achieve Final Completion of the delivery of the Medium Voltage, Metal-Clad Switchgear no later than APRIL 20, 2026. Vendor shall achieve Final Completion of the delivery of the entirety of all materials, inclusive of the Medium Voltage Distribution Switchgear and Pad-Mounted, Liquid-Filled, Medium Voltage Transformer no later than JUNE 30, 2026.

Interim schedule milestones are as follows:

- A. Receipt of Approval Drawings: Six weeks following Notice to Proceed
- **B.** Return of Approval Drawings/Comments from Radford University Two weeks following receipt of approval drawings
- C. Receipt of Approval Drawings, Revision 1 Three weeks following receipt of Radford University comments
- D. Return of Approval Drawings One week following receipt of approval drawings, revision 1

3. BACKGROUND

Radford University Background: Radford University is a comprehensive public university of 7,812 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 211-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. With over 300 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for some 1,000 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach, and service. Radford University joins several other institutions in offering degree programs and continuing education opportunities at the Roanoke Higher Education Center in Roanoke, the Southwest Virginia Higher Education Center in Abingdon and flexible online offerings through its virtual campus.

- 4. **CONTRACT ADMINISTRATION:** Radford University assigns Contract Administrators to each contract awarded. The Contract Administrator shall be the initial point of contact for the Offeror. 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 Procurement Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator.
- 5. **DEFINITIONS:** SEE DEFINITIONS SECTION OF ATTACHMENT E PROCUREMENT SPECIFICATION SHEET

6. **STATEMENT OF NEEDS:**

- A. Any or All items as stated in Attachment E Procurement Specification Sheet, sections cited below;
 - 1. DIVISION 26 ELECTRICAL 261219 Pad-Mounted, Liquid-Filled, Medium Voltage Transformers
 - 2. DIVISION 26 ELECTRICAL 261326 Medium Voltage, Metal-Clad Switchgear
 - 3. DIVISION 26 ELECTRICAL 261341 Medium Voltage Distribution Switchgear
 - 4. DRAWINGS Improve Campus Utilities Infrastructure Electrical dated 5/15/2025

Offerors may submit proposals for one, multiple, or all components outlined in this solicitation. The University will evaluate each component independently and reserves the right to make awards on an individual or aggregate basis, based on the best value to the University. Offerors will not be penalized for submitting a proposal on only one or a subset of the components.

If an Offeror provides pricing for multiple components and wishes to offer a discount or price incentive contingent upon the University awarding all such components to the same Offeror, this must be clearly stated in the proposal. Such bundled pricing or volume discounts must be fully itemized, and the conditions for the discount must be clearly defined.

The University retains the sole discretion to accept or reject any bundled pricing offer in consideration of overall value, operational needs, and institutional priorities.

- B. Items will be supplied by vendor(s) and contractor installed (Owner Purchase/Contractor Install).
- C. Lead Time Requirement: Lead time is a critical evaluation factor for this solicitation and will be given the highest priority in the award decision. The University has a firm delivery deadline and requires that Offerors provide their best achievable lead time for each component proposed. Offerors must clearly state the expected delivery date(s) based on their standard pricing and availability. If expedited delivery is available for an additional cost, Offerors are strongly encouraged to include this option as a separate line item in their proposal, along with the corresponding expedited delivery date(s) and any associated terms or conditions.

Failure to provide a clearly defined lead time may result in the Offeror being deemed non-responsive. The University reserves the right to reject proposals that do not meet the required delivery schedule.

- D. Cooperation and Collaboration with General Contractor: The equipment procured under this solicitation will be purchased directly by the University but installed by a General Contractor designated by the University. The selected vendor will be required to coordinate closely with the University's General Contractor to ensure timely delivery, proper handling, and alignment with the installation schedule. This collaboration is essential to support project timelines and site readiness. Vendors must be prepared to provide necessary specifications, documentation, and support to facilitate a seamless installation by the General Contractor.
- E. **Standard Performance Bond Required:** The successful Offeror shall deliver to the Contract Officer an executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the Contract amount, with Radford University as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the Contract has been performed in whole or in part, until the bonds have been delivered to and approved by the Radford University Procurement Department. Standard bond forms will be provided by the Radford University Procurement Department of award.
- 7. **SPECIFIC REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that Radford University may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:
 - **A. Plan or Methodology for Delivery of Services:** Provide your plan for providing the products and services specified herein for Radford University. Offeror should provide information addressing all requirements as stated in the Statement of Needs above to include:
 - 1. A description of what specific products and services the Offeror proposes to provide the manpower needed, when products and services shall be delivered, and schedules for submittals and deliveries.
 - 2. Specific information is required for the proposed Medium Voltage, Metal-Clad Switchgear as follows:
 - a) The following is required for the Medium Voltage, Metal-Clad Switchgear
 - Plan view layout
 - Elevation drawing showing equipment arrangement in switchgear
 - AC Power single line diagrams
 - Protection and Control Single Line Diagram
 - Data Block Diagram
 - All related product data
 - 3. A description of any reports, certifications, or deliverables in the performance of the work included in this solicitation. Please include copies of all standard certifications, business licenses, resumes of key employees, reports, example receipts, and tracking tools.
 - 4. Identify a proposed timeline for delivery of services relative to the award date of the contract (e.g. Gantt chart, Critical Path Method, or similar) including milestone dates for submittals and deliveries.
 - **B.** Experience and Qualifications: Please provide a written narrative outlining the experience of the firm in providing the products and services described.

- 1. Provide recent project examples where your firm has delivered products of the same brand(s) and similar configuration(s) during the past 5 years.
- 2. Indicate any instances during the past 5 years where delivery commitment dates for similar products were not met, length of delay, and the reasons for late deliveries.
- 3. Describe your approach to providing manufacturers' start-up and commissioning services as part of an equipment procurement package.
- 4. Reiterate your understanding of what manufacturers' services are required as a part of each equipment item procurement included in this RFP.
- C. References: Provide four (4) references, either educational (preferred) or governmental, for whom you have provided the type of products and services described herein. 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.

8. SELECTION CRITERIA AND AWARD

A. Selection Criteria:

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

	Evaluation Criteria	Percentage of Points
1	Lead Time to Delivery	45%
2	Financial (Cost)	35%
3	Qualifications and experience of the Offeror in providing the goods/services.	15%
4	TOTAL	100%

B. Award: Selection shall be made from 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 Offerors 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.

9. PROPOSAL PREPARATION AND SUBMISSION:

A. GENERAL INSTRUCTIONS: Response shall be submitted via email to Austin Eads – ateads@radford.edu

B. PROPOSAL PREPARATION:

- 1. **Sign and Complete**: Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Radford University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Radford University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 2. **Concise & Clear**: Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 3. **Organization**: Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of

the corresponding section of the RFP. It is also helpful to cite the attachment, paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.

- 4. **Word Usage**: As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "must" and "shall" identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- 5. **Binding**: The original proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- 6. Ownership: Ownership of all data, materials and documentation originated and prepared for Radford University pursuant to the RFP shall belong exclusively to Radford University and be <u>subject to public inspection</u> in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia of Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in the rejection of the proposal.
- 7. **Legal Agreement**: Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the University.
- 11. **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

Unless otherwise negotiated, 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 <u>Commonwealth of Virginia Prompt Pay Act</u>. In the event that progress payments are requested, or requests for properly stored materials are being contemplated, all progress payments (or milestone payments) will be clearly defined in the Contractor's proposal and negotiated at the time of award. Contractor will be required to provide an invoice for each progress payment and payment will be made thirty days after receipt of proper invoice for the amount due.

- 12. **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.
- 13. **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.

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

15. **ATTACHMENTS:**

Informational:

Attachment A – Terms and Conditions

Attachment B – Sample of Standard Contract Form Attachment E – Procurement Specification Sheet

To be returned with proposals:

Attachment C – Vendor Data Sheet

Attachment D – Pricing Schedule

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Attachment A

TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS: See GENERAL TERMS AND CONDITIONS

II. ADDITIONAL TERMS AND CONDITIONS:

- 1. **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.
- 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.
- 3. **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.
- 4. **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, the General Terms and Conditions, Additional Terms and Conditions and Special Terms and Conditions, all of which shall be referred to collectively as the Contract Documents.
- 5. **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

6. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

III. SPECIAL TERMS AND CONDITIONS:

- 1. **ASBESTOS:** The Offeror is advised that asbestos-containing materials (ACM) may be present in the work area. The University's Project Coordinator will identify known or suspect ACM locations. Under no circumstances shall the Offeror disturb ACM unless specifically authorized in writing and qualified under 29 CFR 1926.1101. If such work is authorized, the Offeror shall submit proposed work practices and safety controls for University review and approval prior to commencement. Work may not proceed without such approval.
- 2. **AS-BUILT DRAWINGS:** The Offeror shall provide Radford University with reproducible as-built drawings and wiring diagrams reflecting all changes made during construction. Final payment will not be released until the University receives complete documentation, including as-builts, operation and maintenance manuals, parts lists, and all applicable warranties.
- 3. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor's subject to any chattel mortgage or under a conditional sales or other agreement by

which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

- 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.
 - **TRANSPORTATION AND PACKAGING:** By submitting bids/offers, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest band best rate upon the actual weight of the goods to be shipped. Except as otherwise specified herein standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description and quantity. Delivery will be received by a representative as identified by Radford University.
- 5. **ELECTRICAL INSTALLATION:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shall bear the appropriate label of approval for use intended.
- 6. **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.
- 7. **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. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§2.2-4332 and 65.2-800 et seq of the Code of Virginia. The Offeror further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- ☑ Worker's Compensation Statutory requirements and benefits.
- ⊠ Employers Liability \$100,000.00
- ⊠ Commercial General Liability \$1,000,000.00 per occurrence and \$2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.
- Automobile Liability \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the University is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)
- □ 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.
- 8. LIQUIDATED DAMAGES, GOODS AND NONPROFESSIONAL SERVICES: Delivery is required not later than APRIL 20, 2026. It is understood and agreed by the Offeror that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the Proposal document. In the event these specified

supplies, services, materials or equipment are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, the sum of \$500.00 per day for every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence or default on the part of Radford University, public enemy, war, embargo, fire or explosion not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as Radford University deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, Radford University may extend the time for performance of the Contract or delivery of goods herein specified, at Radford University's sole discretion, for good cause shown.

- 9. **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.
- 10. **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.
- 11. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Radford University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Radford University the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the Contract.
- 12. **WARRANTY (EXTENDED AND COMPREHENSIVE):** Unless otherwise specified, the Contractor shall provide a minimum manufacturer's warranty of not less than one (1) year from the date of written acceptance by Radford University. If the manufacturer offers a longer warranty period, that period shall apply. The Contractor shall also warrant the installation (if performed or coordinated by the Contractor) for a period of one (1) year from the date of acceptance.
 - **A.** During the warranty period, the Contractor shall, at no additional cost to the University, promptly repair or replace any defective or nonconforming goods or components; Provide all labor, travel, tools, and parts necessary to complete such repairs or replacements; Respond to warranty claims within two (2) business days of notification.
 - **B.** The Contractor shall pass through to the University all warranties from manufacturers and suppliers and shall not take any action that would void or limit such warranties. Copies of all manufacturer and installer warranties must be delivered to the University at the time of final acceptance. The rights and remedies provided in this clause are in addition to, and do not limit, any rights afforded to the University under other provisions of this contract or applicable law
- 13. **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.



	This contract entered into this day of, 20, by, located at (insert complete ysical address), hereinafter called the "Contractor" and Commonwealth of Virginia, Radford University , called the "Purchasing ency 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, Addendum xxx dated
	Contractor's Proposal signed and dated
	Negotiation Summation:
5.	COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Radford University in accordance with the contract documents.
IN	WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.
CC	ONTRACTOR: RADFORD UNIVERSITY
Pri	int Name: Print Name:
Tit	le: Title:
Sig	gnature: Signature:
Da	te: Date:

Attachment C Vendor Data Sheet

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

Qualifications:		
The Offeror must have the capability and capacity in all respects	s to satisfy fully all of the contractual requirements.	
Vendor's Primary Contact for this RFP:		
NAME:	TITLE:	
PHONE:	EMAIL:	
Years in Business: Indicate the length of time the Offeror's company has been in bedetailed in this RFP:	usiness providing the type of good or service to the type of customer	
YEARS:	MONTHS:	
References: Indicate below a listing of at least four (4) current your company is servicing, has serviced, or has provided similar address and telephone number of the point of contact. The Contraining, and service the Offeror's company provided to the reference.	tact should be knowledgeable about the design, implementation,	
Company:	Contact Name and Title:	
Phone: ()	Email:	
Fax: ()		
Project:		
Dates of Service:	\$ Value:	
	C 4 AN ATTA	
Company:	Contact Name and Title:	
Phone: ()	Email:	
Fax: ()		
Project:		
Dates of Service:	\$ Value:	
		
Company:	Contact Name and Title:	
Phone: ()	Email:	
Fax: ()		

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

Attachment D Pricing Schedule

Offerors may submit proposals for one, multiple, or all components outlined in this solicitation. The University will evaluate each component independently and reserves the right to make awards on an individual or aggregate basis, based on the best

value to the University. Offerors will not be penalized for submitting a proposal on only one or a subset of the components. For any Parts where pricing is not included, please enter "N/A" on the appropriate line items.

In compliance with and subject to your Request for Proposal and the documents therein specified, all of which are incorporated by reference, the undersigned proposes to furnish all labor, equipment and materials to perform all work necessary for this project, in accordance with the Plans and Specifications dated May 15, 2025 prepared by Wiley Wilson, 1727 Nationwide Dr., Lynchburg, VA 24502, for consideration the following amount:

PART A: Lump sum price for the procurement and delivery of DIVISION 26 – ELECTRICAL – 261219 – Pad-Mounted, Liquid-Filled, Medium Voltage Transformers as listed in *Attachment E*.

PRICING FOR PART A		
	Dollars (\$)	
EXPEDITED DELIVERY TIME PRICE SCHEDULI "N/A":	E FOR PART A (if applicable). If this is not available, en	ter
EXPEDITED PRICING FOR PART A:		
	Dollars (\$)	
Expedited date of delivery:		
Metal-Clad Switchgear as listed in <i>Attachment E</i> . PRICING FOR PART B	ery of DIVISION 26 – ELECTRICAL – 261326 - Medium Vol	ugo,
	Dollars (\$)	
EXPEDITED DELIVERY TIME PRICE SCHEDULI "N/A":	E FOR PART B (if applicable). If this is not available, en	ter
EXPEDITED PRICING FOR PART B:		
	Dollars (\$)	
Expedited date of delivery:		

PART C: Lump sum price for the procurement and delivery of DIVISION 26 – ELECTRICAL – 261341 – Medium Voltage Distribution Switchgear as listed in *Attachment E*.

PRICING FOR PART C

	Dollars (\$)
EXPEDITED DELIVERY TIME PRICE SCHE "N/A":	DULE FOR PART C (if applicable). If this is not available, enter
EXPEDITED PRICING FOR PART C:	
	Dollars (\$)
TOTAL AMOUNT PROPOSED IS:	
	Dollars (\$)