

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTR-2541-2025

This contract entered into this 3<sup>rd</sup> day of December 2024 by Ornge, Inc DBA Escargot hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide Portable Cell Phone Battery Charging Kiosks to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From December 4, 2024 through December 3, 2025 with options for four (4) one-year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall pay Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 71412502 dated October 11, 2024, together with Addendum Number 1 To RFP dated October 22, 2024, the proposal submitted by the Contractor dated October 30, 2024 and the negotiation summary, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and

admissibility.  
ND JS  
(Initials)

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

Signed by:  
Contractor  
By: Nick Duckwall  
(Signature)  
NICK Duckwall Head of Business Development  
Name and Title

DocuSigned by:  
Virginia Tech  
By: John Spence  
05597CC6EBEB425...  
John Spence  
Associate Director of Procurement for Goods and Services



## Request for Proposal 71412502

For

Portable Cell Phone Battery Charging Kiosks

October 11, 2024

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

RFP # 71412502, Portable Cell Phone Battery Charging Kiosks

**INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED**

**DUE DATE:** Proposals will be received until October 30, 2024 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**INQUIRIES:** All inquiries for information regarding this solicitation should be directed to Angela Caldwell, Phone: (540) 231- 1692 e-mail: [acaldwell@vt.edu](mailto:acaldwell@vt.edu). All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 2:00 PM on October 21, 2024. Inquiries must be submitted to the procurement officer identified in this solicitation.

**VIRTUAL PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held on October 17, 2024 at 9:30 AM. See RFP Section IX, Pre-proposal Conference for additional information.

**PROPOSAL SUBMISSION:**

**\*Please note, proposal submission procedures have changed effective March 2023.**

**Proposals may NOT be hand delivered to the Procurement Office.**

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

**Proposals must be submitted electronically at:**

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or [procurement@vt.edu](mailto:procurement@vt.edu).

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

**Attachments must be smaller than 50MB in order to be received by the University.**

*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 and as mutually agreed upon by subsequent negotiation.*

AUTHORIZED SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

**[INCLUDE THIS PAGE]**

I. PURPOSE:

This Request for Proposal (RFP) seeks to solicit proposals to establish a contract through competitive negotiations by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

Virginia Tech is seeking proposals from qualified vendors to provide portable cell phone battery charging devices from kiosks across campus. The goal is to install a series of kiosks in specific locations to meet the needs of our students, faculty and staff. The number of kiosks may increase after initial installation, depending on usage / demand.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech 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.

For more information, please visit: <https://www.sbsd.virginia.gov/>

III. CONTRACT PERIOD:

The term of this contract is for one year(s), or as negotiated. There will be an option for four (1) one-year renewals, or as negotiated.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, 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 vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. 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 <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech 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: <https://eva.virginia.gov/>, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships 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 contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. 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 Virginia Tech. Virginia Tech 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 Virginia Tech 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.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VI. SCOPE OF WORK:

1. Kiosk Design and Specifications:

- a. Provide detailed design options for portable charging kiosks.
- b. Include specifications regarding size, weight, data and power requirements.
- c. Provide options for Virginia Tech customizations, if available.

2. Charging Capabilities:

- a. Kiosks must support a range of mobile devices (e.g., iOS and Android).
- b. Include options for multiple charging cables and fast charging capabilities.

3. Installation and Maintenance:

- a. Outline the installation process and timeline.

- b. Provide details on ongoing maintenance and support services.

4. Financial Structure:

- a. Provide a comprehensive breakdown of costs, including, but not limited to, installation, maintenance, and any ongoing fees. Additionally, if you are proposing a revenue-sharing model, kindly include the relevant details

5. Support:

- a. Describe the support services provided post-installation.
- b. Provide customer service model.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

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

1. Please provide a brief company history and relevant experience.
2. Provide a description of proposed kiosks and their features. Include any additional services offered.
3. Submit a detailed pricing proposal that outlines all costs associated with the project. If you are proposing a revenue-sharing model, kindly include all pertinent details.
4. Provide three references from previous similar projects, preferably from higher education institutions. If you do not have relevant experience in higher education, kindly submit references from your most recent clients for Virginia Tech to contact.
5. 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>

6. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

- a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Virginia Tech online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

- b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked "*Redacted Copy*" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

## 2. Proposal Preparation:

- a. 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 Virginia Tech 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 Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. 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 paragraph number, subletter, 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 subletter 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 where the RFP requirements are specifically addressed.
- d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech 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 or 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 rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	25
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
Total	100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then 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, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech 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 this solicitation and the Contractor's proposal as negotiated.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

IX. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held on October 17, 2024 at 9:30 AM. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

**It is strongly recommended that you obtain a Virginia Tech parking permit for display on your vehicle prior to attending the conference. Parking permits are available from the Virginia Tech Parking Services Department located at 505 Beamer Way, phone: (540) 231-3200, e-mail: [parking@vt.edu](mailto:parking@vt.edu).**

**PLEASE EMAIL THE BUYER AT [ACALDWELL@VT.EDU](mailto:ACALDWELL@VT.EDU) FOR THE ZOOM LINK TO ATTEND THE CONFERENCE**

X. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to [vtinvoices@vt.edu](mailto:vtinvoices@vt.edu) or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Accounts Payable  
North End Center, Suite 3300  
300 Turner Street NW  
Blacksburg, Virginia 24061

XI. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XIII. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XIV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XV. CONTRACT ADMINISTRATION:

- A. James Perkins Chief of Staff, Office of the Vice President for Auxiliary and Business Services, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVI. ATTACHMENTS:

Attachment A - Terms and Conditions

**ATTACHMENT A**  
**TERMS AND CONDITIONS**

**RFP GENERAL TERMS AND CONDITIONS**

See:

[https://www.procurement.vt.edu/content/dam/procurement\\_vt\\_edu/docs/terms/GTC\\_RFP\\_02182022.pdf](https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf)

**ADDITIONAL TERMS AND CONDITIONS.**

1. **ADDITIONAL GOODS 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 Agreement.
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. Virginia Tech, its authorized agents, and/or the 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 Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Virginia Tech 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 modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to [the Virginia Tech online submission portal](#). Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 50MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
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 via email.
8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases 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.

- 9. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: [http://www.ita.vt.edu/purchasing/VT\\_Cloud\\_Data\\_Protection\\_Addendum\\_final03102017.pdf](http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf)
- 10. 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 Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 11. CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded before the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check before re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. All criminal conviction checks will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees must self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If, any time during the term of the contract, Virginia Tech 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 Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.
- a. The University has an awarded contract with a service provider for criminal conviction screening and background checks. The University prefers this vendor be utilized by the Contractor to comply with the contractual obligations and University Policy 4060.
- b. If Contractor chooses to utilize a different firm than the university's preferred provider, the Contractor's selected service provider shall be pre-approved by the Virginia Tech Police department as an acceptable service provider for criminal conviction and background checks to ensure that firm's service levels meet the requirements of University Policy 4060.
- c. If a Contractor chooses to utilize a different firm than the university's preferred provider, a five-day hold will be required before placement of employees deemed by the Contractor to meet all of the requirements of the University including a clean background check. Contractor shall provide the University with the name, date of birth and the last four digits of the social security number of all individual(s) to be placed in a temporary position under this contract. The University reserves the right to conduct its own background check process during this hold period.
- 12. 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. Virginia Tech will not assume any responsibility for receiving these shipments. Contractor shall check with Virginia Tech and make necessary arrangements for security and storage space in the building during installation.
- 13. 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.

14. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

15. **INSURANCE:**

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it 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.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

A. Worker's Compensation - Statutory requirements and benefits.

B. Employers Liability - \$100,000.00

C. General Liability - \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

D. Automobile Liability - \$500,000.00

E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech 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 Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, 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 Virginia Tech, 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.

16. **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.

17. **RENEWAL OF CONTRACT:** This contract may be renewed by Virginia Tech upon written agreement of both parties for (one year)/(four successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

18. **SAFETY:** The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web

site at this URL <https://ehs.vt.edu/programs/occupational-safety/contractor-safety.html>. A copy of the publication may also be obtained by contacting EHS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

19. **SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
20. **TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.
21. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.



**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY  
PROCUREMENT DEPARTMENT**

**ADDENDUM NO. 1**

**DATE:** October 22, 2024  
**TO:** All Offerors  
**FROM:** Angela Caldwell, Contracting Officer  
**TOTAL PAGE(S):** 1 page (not including attachments)  
**SOLICITATION TITLE:** Portable Cell Phone Battery Charging Kiosks  
**SOLICITATION NUMBER:** 71412502

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**I. CLARIFICATIONS AND ADDITIONAL INFORMATION**

Exhibit A - Attendance Roster

**II. REQUESTS FOR INFORMATION**

1. How many Kiosks?

Virginia Tech Response: We anticipate starting with a minimum of 5 units, with the potential to scale up to as many as 10 depending on initial needs.

2. Any Specific Specs?

Virginia Tech Response: Portable charges with cable connections compatible with major brands.

3. Any specific Designs?

Virginia Tech Response: There are no specific requirements at this time; however, we have a preference for designs in terms of Virginia Tech Brand colors.

4. When will the Kiosks need to be delivered?

Virginia Tech Response: Currently Virginia Tech does not have an anticipated installation date. Our main concern is what is in the best interest for the University.

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY  
 ATTENDANCE ROSTER  
 NON-MANDATORY PRE-PROPOSAL CONFERENCE

RFP Number 71412502

Date: 10/17/2024 Time: 9:30 AM

**PLEASE PRINT**

REPRESENTATIVE	COMPANY NAME	MAILING ADDRESS	PHONE/FAX/EMAIL
Oleg Boyarskyh	LATcorp		PHONE: FAX: EMAIL: oleg@latcorp.com
Roscoe Young	Charge Fuze		PHONE: FAX: EMAIL: roscoe@fuzetechnology.com
Justin Peters	charge Fuze		PHONE: FAX: EMAIL: Justin.peters@fuzetechnology.com
Nick Duckwall	escargot		PHONE: FAX: EMAIL: nick@myescargot.com
			PHONE: FAX: EMAIL:



RFP # 71412502, Portable Cell Phone Battery Charging Kiosks

**INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED**

**DUE DATE:** Proposals will be received until October 30, 2024 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**INQUIRIES:** All inquiries for information regarding this solicitation should be directed to Angela Caldwell, Phone: (540) 231- 1692 e-mail: [acaldwell@vt.edu](mailto:acaldwell@vt.edu). All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 2:00 PM on October 21, 2024. Inquiries must be submitted to the procurement officer identified in this solicitation.

**VIRTUAL PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held on October 17, 2024 at 9:30 AM. See RFP Section IX, Pre-proposal Conference for additional information.

**PROPOSAL SUBMISSION:**

***\*Please note, proposal submission procedures have changed effective March 2023.***

**Proposals may NOT be hand delivered to the Procurement Office.**

Proposals should be submitted electronically through Virginia Tech’s procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

**Proposals must be submitted electronically at:**

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

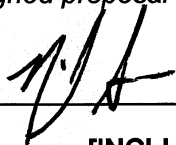
Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or [procurement@vt.edu](mailto:procurement@vt.edu).

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

**Attachments must be smaller than 50MB in order to be received by the University.**

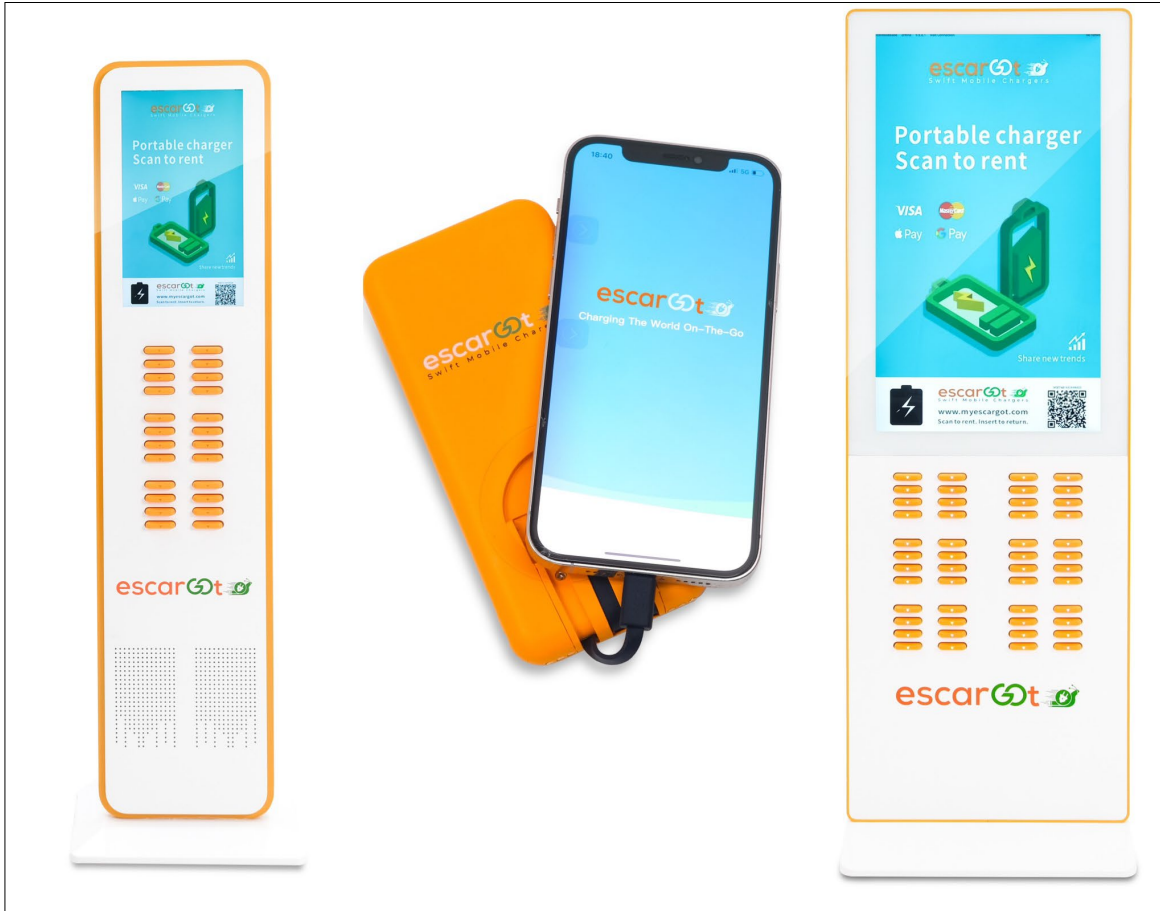
*In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.*

AUTHORIZED SIGNATURE:  Date: 10/30/2024

**[INCLUDE THIS PAGE]**

# ESCARGOT

## Proposal 71412502



# Battery Rental Kiosks

## Project Proposal

Prepared by: Nick Duckwall

[nick@myescargot.com](mailto:nick@myescargot.com)

703.400.2145

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# ESCARGOT

## Proposal 71412502

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## Proposal 71412502

Dear Ms. Angela Caldwell and Mr. James Perkins,

Battery Rental Kiosks is a new technology that has recently entered the U.S market and is quickly growing throughout the U.S. The founder of Escargot, a minority owned business that has recently applied for SWAM status, has been in this technology space for 2.5 years. Escargot started in 2023, with the focus on offering what other companies could not offer: a low cost subscription model for universities.

Keeping one's smartphone charged is extremely important, such that NIH has referred to it as NoMoPhobia. Our technology allow users to solve this problem with our rent and return model for an hourly or small monthly fee. We want to help Virginia Tech achieve its mission to provide its campus community with an exceptional experience through convenience, innovation and affordability with our battery rental kiosks.

Our technology allows users to rent and return a portable battery while students and faculty spend hours on campus. This can help Virginia Tech in four, but not limited to, critical areas:

- 1) User Benefit: Our software offers a subscription option for users to rent and return a portable battery unlimited times for only \$5/month or \$49/year. This helps to eliminate the stress of having to pay for each transaction. We understand that have limited funds, and paying per transaction can add up in expenses.
- 2) Infrastructure Costs: by reducing the number of students using Virginia Tech's power outlets to charge their phones, our technology can help to reduce the wear and tear on VT's building outlets.
- 3) Increase Revenue: Escargot offers Virginia Tech a revenue share program to help bring in additional revenue to the school from rental revenue, and advertising revenue, if applicable.
- 4) Discover Something New: Battery Rental Kiosks is a new technology that 99% of the U.S population has not experienced yet. With the addition of our technology, Virginia Tech can be a pioneer in offering a technology that is quickly growing in demand.

The combination of the above benefits can help Virginia Tech maximize campus satisfaction and school revenue, while providing a much needed amenity and a seamless user experience for its community

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**ESCARGOT**

## **Proposal 71412502**

### **Kiosk Design and Specifications**

Escargot recommends a combination of our 24 and 48 battery kiosks, with an emphasis on the 48 battery kiosks for visibility and number of batteries offered. We understand that a set number of kiosks have already been planned, but the need for more is possible as the usage and demand grows throughout the campus.

- 24 battery kiosk:
  - screen size: 21.5 inches
  - geometric footprint: 1.5 sq. ft.
  - dimension: 18"W x 14"D x 71"H
  - weight: 91lbs
  - power outlet: 110W

- 48 battery rental kiosk:
  - screen size: 43" inches
  - geometric footprint: 2 sq. ft.
  - dimension: 23"W x 20"D x 83"H
  - weight: 154lbs
  - power outlet: 110W

Customization: With the permission of Virginia Tech, we would put the VT logo and Hokies mascot on the exterior of all kiosks and screens to show school spirit!

### **Charging Capabilities**

Escargot batteries are all-in-one with included cables: Lightning cable, USB-C, and Micro USB, thus allowing for charging Android and IOS devices. Our batteries can charge at a rate of 1-1.25% per minute. While it's most effective for charging smartphones, our batteries can keep laptops powered. Batteries are rechargeable with a USB-C cable. When not in use, our batteries turn off after 3 minutes to preserve its battery life.

Our batteries are capable of charging multiple devices. For example, it can charge an Android and IOS at the same time, although charging rates will decrease with multiple devices.

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**ESCARGOT**

**Proposal 71412502**

## Installation and Maintenance

Upon awarding of the RFP from Virginia Tech, Escargot will deliver the requested number of kiosks within 7 days. Escargot personnel will arrive on the requested date to place kiosks in the designated locations and upload any Virginia Tech media to its screens.

It is always the responsibility of Escargot to ensure the kiosks are fully stocked with batteries and update screens with any media Virginia Tech requests. Escargot requests Virginia Tech to provide any necessary media within 48 hours of uploading date.

## Financial Structure

There will be zero costs to Virginia Tech in providing our technology. Escargot is responsible for all costs related to shipping, placing and maintaining of our battery kiosks. All fees will be covered by Escargot, including, but not limited to, restocking of batteries when replenishment of batteries are required. Escargot offers a revenue share of 15% of gross revenue for the first two years to Virginia Tech, escalating to 20% starting in year 3 and beyond. In the case of advertising opportunity, Virginia Tech receives 35% of the gross revenue. All advertising companies will be approved prior and will adhere to any protect list Virginia Tech may have.

Escargot will offer three forms of payment options to users: hourly rate per use, \$5/monthly subscription, and a \$49 annual subscription. This gives users the choice to choose how much they want to pay. With a campus wide network of our battery rental kiosks, we expect a market participation of 20% of the school population in the first year, then increasing

	<b>Virginia Tech Revenue Share</b>					
	Number of Subscribers	Monthly Revenue (\$5 x # Subscribers)	Monthly Revenue Share (15-20%)	VT Annual Revenue Share (15-20%)	Advertising Revenue Per Screen Annually	
Year 1	7,000	\$35,000.00	\$5,250.00	<b>\$63,000.00</b>	<b>\$4,200.00</b>	
Year 2	9,100	\$45,500.00	\$6,825.00	<b>\$81,900.00</b>	<b>\$4,200.00</b>	
Year 3	11,830	\$59,150.00	\$11,830.00	<b>\$141,960.00</b>	<b>\$4,200.00</b>	
Year 4	15,379	\$76,895.00	\$15,379.00	<b>\$184,548.00</b>	<b>\$4,200.00</b>	
Year 5	25,991	\$129,955.00	\$25,991.00	<b>\$311,892.00</b>	<b>\$4,200.00</b>	

incrementally by 30% yearly, with nearly 80% market participation by year 5.

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## **ESCARGOT**

### **Proposal 71412502**

#### **Support**

Escargot offers 24/7 support for users and the institution. Every rental receives a text message to contact customer support at 941.404.0151 for any questions or concerns. Virginia Tech can contact the customer support number or directly to Nick Duckwall at 703.400.2145.

Escargot will provide Virginia Tech a monthly report of usage and the revenue generated for Virginia Tech. Virginia Tech will have its own web portal to monitor usage and revenue, but Escargot will provide a monthly report no later than the 5th of each month. Any payments will be made by check or ACH to Virginia Tech's account.

#### **References: non-higher education**

[REDACTED]

[REDACTED]

[REDACTED]

### Negotiation Questions for Escargot

1. Virginia Tech Question: Do you agree to follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified? More information on the licensing process and application can be found at <https://brand.vt.edu/licensing.html>.

Escargot Response: **Yes**

2. Virginia Tech Question: As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal.

Escargot Response: **No**

3. Virginia Tech Question: Cost to the University is a major component of this solicitation and one of the 5 factors considered during the award process. With this in mind, please submit your best and final pricing for consideration.

Escargot Response: **Zero cost to Virginia Tech, with a revenue share of 15% for the first two years, then 20% for subsequent years of the contract.**

4. Virginia Tech Question: Please confirm the revenue share of 15% of gross revenue for the first two years, then 20% beginning year 3 and beyond.

Escargot Response: **Correct**

5. Virginia Tech Question: Would Escargot be open to a monthly payment arrangement with the agreed upon revenue share?

Escargot Response: **Yes**

6. Virginia Tech Question: Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

Escargot Response: **Yes**

7. Virginia Tech Question: Are the prices for all goods/services listed in your proposal inclusive of all applicable [eVA system transaction fees](#)?

Escargot Response: **Yes**

8. Virginia Tech Question: Please describe Escargot reporting capabilities.

Escargot Response: **Escargot provides monthly user reports and VT revenue. Virginia Tech has the option to monitor all reporting via its online portal.**

9. Virginia Tech Question: Do you agree that the initial contract period shall be 1 year?



Escargot Response: **Yes**

10. Virginia Tech Question: Upon completion of the initial contract period, does Escargot agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for four (4) one-year periods, under the terms of the current contract?

Escargot Response: **Yes**

11. Virginia Tech Question: Please describe Escargot process for handling damaged, incorrect, or otherwise unacceptable goods?

Escargot Response: **Escargot will replace any damaged goods with new kiosks/batteries within 7 days, which is the time needed for shipping and placement.**

12. Virginia Tech Question: Please describe your turn-around time if emergency services are needed.

Escargot Response: **Any customer service issues will be handled immediately upon a user contacting our 24/7 customer support line. If there are any issues with a kiosk, we will service it within 24 hours.**

13. Virginia Tech Question: Please describe Escargot process for addressing any service-related issues.

Escargot Response: **Virginia Tech or its users can contact our 24/7 customer support number: 941.404.0151 for any issues. An Escargot operator will be onsite within 24 hours to fix/replace any issues.**

14. Virginia Tech Question: How soon after contract award can you begin providing services?

Escargot Response: **We ship within 24-48 hours of approval and takes 4 days to arrive thereafter. Our team will be onsite to place our kiosks as requested by Virginia Tech. The capability to rent and return will then be immediate.**

15. Virginia Tech Question: Do you acknowledge, agree and understand that your contract is not exclusive, and that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Escargot Response: **Yes**

16. Virginia Tech Question: Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 71412502 shall govern the contract if a contract is awarded to your company?

Escargot Response: **Yes**

17. Virginia Tech Question: Once you become a certified SWaM vendor with the Virginia Department of Small Business and Supplier Diversity do you agree to maintain that certification throughout the term of this contract?

Escargot Response: **Yes**