

## **Procurement Services**

Date: September 23, 2021

Marie Davis ePlus Technology, Inc. 2809 Lynnhaven Road, Suite 250 Virginia Beach, VA 23452

RE: Contract #: 7058821-01JC Extension of Contract

Dear Marie Davis,

Procurement Services University Purchasing

912 W Grace Street, 5<sup>th</sup> Floor Box 980327 Richmond, Virginia 23284

804 828-1077 Fax: 804 828-7837 TDD: 1-800-828-1120 www.vcu.edu/procurement

The Virginia Commonwealth University (VCU) contract for Audio Visual Products, Services and Maintenance will expire on March 28, 2022. It is VCU's intent that this contract remain in an extended period until June 30, 2022 while the current RFP solicitation is in progress.

Your signature constitutes your firm's acceptance of this contract extension. Please return this document by November 1, 2021. Please e-mail the completed form to <u>lofgreenj@vcu.edu</u>. If you have any questions, please contact me at 804-628-2897.

Products and services shall be provided in accordance with the contract during the contract extension period.

Sincerely,

Jason Lofgreen

Jason Lofgreen, CUPO Senior Buyer

Contract #:: 7058821-01JC

#### **RESPONSE:**

ePlus Technology, Inc.

Name of Firm

Don Melanghlin

Signature Signature

Don McLaughlin

Name Printed

VP Contracts & Assistant Secretary

Title

10/4/2021

Date



January 14, 2021

Marie Davis 2809 Lynnhaven Road, Suite 250 Virginia Beach, VA 23452

RE: Contract #: 7058821-01JC Renewal No. 4 of Four (FINAL)

Dear Marie,

Your firm's contract with Virginia Commonwealth University (VCU) for <u>Audio Visual Products, Services and</u> <u>Maintenance</u> expires on <u>02/28/2021</u>. VCU intends to exercise the renewal of this contract in accordance with:

Section XI, Item V of Contract #: 7058821-01JC;

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: <u>03/01/2021</u> through <u>02/28/2022</u>.

- X Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.
- By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than <u>02/20/2020</u>. Your response may be faxed to me at (804) 828-7837. If you have any questions, please contact me at (804) 628-2897.

Sincerely,

Jason Lofgreen, CUPO Senior Buyer Procurement Services University Purchasing

912 W Grace Street, 5<sup>th</sup> Floor Box 980327 Richmond, Virginia 23284

804 828-1077 Fax: 804 828-7837 TDD: 1-800-828-1120 www.vcu.edu/procurement Contract #:: 7058821-01JC

#### **RESPONSE:**

ePlus Technology, Inc. Name of Firm
Steve Mencarini Signature227F477
Steve Mencarini
Name Printed
SVP
Title
1/22/2021
Date

\_\_\_\_\_



### **Procurement Services**

January 23, 2020

Marie Davis 2809 Lynnhaven Road, Suite 250 Virginia Beach, VA 23452

RE: Contract #: 7058821-01JC Renewal No. Three of Four (4)

Dear Marie,

Your firm's contract with Virginia Commonwealth University (VCU) for <u>Audio Visual Products</u>, <u>Services and</u> <u>Maintenance</u> expires on <u>02/28/2020</u>. VCU intends to exercise the renewal of this contract in accordance with:

Section XI, Item V of Contract #: 7058821-01JC;

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: <u>03/01/2020</u> through <u>02/28/2021</u>.

- X Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.
- By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than <u>02/25/2020</u>. Your response may be faxed to me at (804) 828-7837. If you have any questions, please contact me at (804) 628-2897.

Sincerely,

Jason Lofgreen, CUPO Senior Buyer Procurement Services University Purchasing

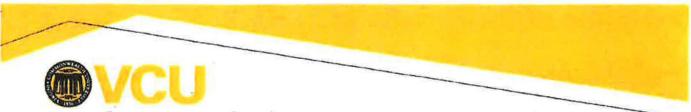
912 W Grace Street, 5th Floor Box 980327 Richmond, Virginia 23284

804 828-1077 Fax: 804 828-7837 TDD: 1-800-828-1120 www.vcu.edu/procurement

#### Contract #:: 7058821-01JC

#### **RESPONSE:**

ePlus Technology, Inc.
Name of Firm
Sto Mence SW
Signature
Steven Mencarini
Name Printed
Senior Vice President
Title
2/5/2020
Date



#### **Procurement Services**

#### FIRST AMENDMENT TO CONTRACT 7058821-01JC BY AND BETWEEN VIRGINIA COMMONWEALTH UNIVERSITY AND ABS TECHNOLOGY ARCHITECTS

This First Amendment to Contract 7058821-01JC by and between Virginia Commonwealth University, hereafter referred to as "VCU", and ABS Technology Architects, hereinafter referred to as "Contractor", is entered into as of the executed date signed on the amendment.

WHEREAS, VCU and Contractor entered into the Contract, dated March 1, 2017;

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein;

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein;

WHEREAS, the Contract provides for an amend to the terms and conditions of the Contract through a provision set forth in Section X., GENERAL TERMS AND CONDITIONS, Subsection O., CHANGES TO THE CONTRACT and

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with the clauses described above,

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:

It is acknowledged that on August 23, 2019, Contractor ABS Technology Architects was acquired by ePlus Technology, inc. and hereinafter will be referenced in the Agreement as the "Contractor", ePlus Technology, inc.

This Amendment shall become effective upon execution of this Amendment by VCU and Contractor. All other terms and conditions of the Contract shall remain in full force and effect.

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

VIRGINIA COMMONWEALTH UNIVERSITY

Name: Brandon Augustin

By: Brande WILMAN

Directo Interim Associat Title:

Date: 10

Date: 10/17/19

ABS TECHNOLOGY ARCHITECTS Name Mer Dorroh By. Title: (EO

EPLUS TECHNOLOGY INC.

lenco Name:

By: STEVEN MENCARINI SENIOR VICE PRESIDENT

Title: 9/30/19 Date:



September 5, 2019

Virginia Commonwealth University ("you") University Purchasing Department 912 W Grace Street, 5<sup>th</sup> Floor Box 980327 Richmond, Virginia 23284 ATTN: VCU Director of Procurement Services

#### **Re: Assignment Notice and Amendment**

ePlus Technology, inc. ("ePlus") has acquired substantially all of the business assets of Innovative Systems & Solutions, Inc. dba ABS Technology Architects ("ABS"). The press release announcing the acquisition may be found at: <a href="https://www.eplus.com/why-eplus/press-releases/details/2019/08/26/eplus-acquires-abs-technology-expanding-reach-in-mid-atlantic-region">https://www.eplus.com/why-eplus/press-releases/details/2019/08/26/eplus-acquires-abs-technology-expanding-reach-in-mid-atlantic-region.</a>

As part of this acquisition, ABS agreed to assign to ePlus, and ePlus agreed to assume, all of ABS's rights, title and interest in and to any contracts with you, including the contracts listed below, (the "Contracts"), subject to your consent, effective August 23, 2019 (the "Assignment Effective Date"):

- Contract Number 7406884AA dated August 1, 2017, as amended;
- Contract No. 7058821-01JC dated March 1, 2017, as amended;

Contingent upon your agreement as evidenced by your execution below, any Contracts between you and ABS shall be assigned to ePlus as successor in interest to ABS and amended, as necessary, to give effect to this assignment. ePlus hereby assumes and agrees to perform and observe all of the terms, conditions, duties and obligations of the Contracts on the part of ABS to be performed and observed arising from and after the Assignment Effective Date.

Please direct any correspondence or notices under the Contracts to ePlus at the following address:

ePlus Technology, inc. 13595 Dulles Technology Drive Herndon, Virginia 20171 Attn: General Counsel With a copy to: Vice President, Contracts

Please evidence your agreement to this request by signature of a duly authorized representative below and return via email to Kelsey Codde at <u>kcodde@eplus.com</u>. We are happy to complete any documentation that may be necessary to help implement this request. The ABS team appreciates your business and looks forward to building on our partnership with you as part of ePlus. Should you have any questions regarding this request, please do not hesitate to contact Kelsey Codde at <u>kcodde@eplus.com</u>.

Sincerely,

Im

Steve Mencarini Senior Vice President ePlus Technology, inc.

Accepted and agreed: Virginia Commonwealth University

Signed: 1Broch Duque Dated: 10/21/2019



Date: December 7, 2018

ABS Technology 2809 Lynnhaven Road, Suite 250 Virginia Beach, VA 23452

RE: Renewal No.: Two (2) of four (4) one-year renewal options

Dear Marie Davis:

Procurement Services University Purchasing

912 W Grace Street, 5th Floor Box 980327 Richmond, Virginia 23284

804 828-1077 Fax: 804 828-7837 TDD: 1-800-828-1120 www.vcu.edu/procurement

The VASCUPP cooperative contract # 7058821- 01JC with Virginia Commonwealth University (VCU) as the lead institution for Audio Visual Products, Services and Maintenance expires on February 28, 2019. VCU intends to exercise the renewal of this contract in accordance with Section XI Special Terms and Conditions, item V, Renewal of Contract

Your signature constitutes your firm's acceptance of this renewal, to include the eVA registration and requirement provisions below.

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Individual purchase orders shall be issued on an as needed basis for Audio Visual Products, Services and Maintenance. Services shall be provided in accordance with the contract for the renewal period: March 1, 2019- February 28, 2020.

- Pricing remains the same as the previous contract period.
- ✓ Attached is the revised pricing in accordance with the contract terms.
- By signing and submitting this contract renewal letter, Contractor certifies that it will maintain the insurance coverages required at the time of the contract award. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me as soon as possible. You may fax this form to (804) 828-7837 or email to <u>pbanks3@vcu.edu</u>. If you have any questions, please contact me at (804) 828-0160.

Sincerely,

Princess Banks Senior Buyer

#### **RESPONSE:**

Contract #: 7058821-01JC

Innovative Systems & Solutions, Inc. d/b/a ABS Technology Name of Film

-Signature

Hunter Dorroh Name Printed

CEO/Owner

Title

12/17/2018

Date

# ABS Technology requests to add the following to the pricing structure for Contract # 7058821-01JC with VCU for Audio Visual Products, Services and Maintenance. Dated: 12/17/2018

Equipment Category	Brand	Product Type	Discount to Client
Multimedia Presentation	Wahsega Labs	Speakers/Paging	3%



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 12/10/2018

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVELY SURAI	Y OR NCE HE CE	NEGATIVELY AMEND, DOES NOT CONSTITUT RTIFICATE HOLDER.	EXTEND OR AL	TER THE CO	OVERAGE AFFORDED I THE ISSUING INSURER	TE HOI BY THE R(S), AU	POLICIES
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject	t to th	ne terr	ms and conditions of th	e policy, certain	policies may			
this certificate does not confer rights	to the	certif	ficate holder in lieu of su	CONTACT	<u></u>			
PRODUCER London & Norfolk, Ltd.				NAME: Suzette	and the second			
999 Waterside Drive #2500				PHONE (A/C, No, Ext): 757-6	523-0003	FAX (A/C, No):	757-62	3-0004
Norfolk VA 23510				E-MAIL ADDRESS: SSANTO:	s@Inorfolk.com	1		
					NSURER(S) AFFO	RDING COVERAGE		NAIC #
				INSURER A : Travel	ers Prop Casu	altvAmerica		25674
INSURED	ABSTE	-1		INSURER B : Travel				
Innovative Systems & Solutions Inc T	A			INSURER C :				
ABS Technology 2809 S. Lynnhaven Rd, Ste 250				INSURER D :				
Virginia Beach VA 23452				INSURER E :				
				INSURER F :				
COVERAGES CEF	TIFIC	ATE	NUMBER: 1428003257	MOUNEN F :		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES				/F BEEN ISSUED	O THE INSUR		HE POL	
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIRI PERTA POLIC	EMEN AIN, T CIES, L	T, TERM OR CONDITION HE INSURANCE AFFORD	OF ANY CONTRAC ED BY THE POLIC BEEN REDUCED B	CT OR OTHER IES DESCRIBE Y PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO V	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL S		POLICY NUMBER	POLICY EFF (MM/DD/YYY)	POLICY EXP () (MM/DD/YYYY)	LIMIT	rs	
A X COMMERCIAL GENERAL LIABILITY	Y		ZLP 41M8468A	9/29/2018	9/29/2019	EACH OCCURRENCE	\$ 1,000	,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0	
						MED EXP (Any one person)	\$ 10.00	
						PERSONAL & ADV INJURY	\$ 1,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000	
POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000	And a second
						PRODUCTS - COMP/OP AGG	\$ 2,000	,000
A AUTOMOBILE LIABILITY			BA-4G086499-18	9/29/2018	9/29/2019	COMBINED SINGLE LIMIT	\$ 1,000.	000
		3	DA-40000435-10	9/29/2018	9/29/2019	(Ea accident)	There is a second second	,000
OWNED SCHEDULED						BODILY INJURY (Per person)	S	
AUTOS ONLY AUTOS HIRED NON-OWNED						BODILY INJURY (Per accident) PROPERTY DAMAGE	1201	
AUTOS ONLY AUTOS ONLY						(Per accident)	\$	
							\$	
A X UMBRELLA LIAB X OCCUR		0	CUP 9K713437	9/29/2018	9/29/2018 9/29/2019	EACH OCCURRENCE	\$ 5,000,	000
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,	000
DED X RETENTION \$ 10,000						050	\$	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		1	UB- 5J536086-18	9/29/2018	9/29/2019	X PER STATUTE OTH- ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBEREXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,	000
(Mandatory in NH)	10000	1				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,	000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,	000
A Cyber/Professional Liability		Z	ZLP 41M8468A	9/29/2018	9/29/2019	Limit	\$5,000	0,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC As respects Contract #VASCUPP 7058821	LES (AC -01JC.	CORD 10	01, Additional Remarks Schedul J is named as additional ir	e, may be attached if m nsured with respec	pre space is requir t to General Li	<sup>ed)</sup> ability where required by v	vritten c	ontract.
CERTIFICATE HOLDER				CANCELLATION	1			
VCU Risk Management Box 843040				THE EXPIRATION ACCORDANCE W	ON DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.		
Richmond VA 23298-0616				AUTHORIZED REPRES				
				AS	he	-		
				© 1	988-2015 AC	ORD CORPORATION.	All right	ts reserved.

The ACORD name and logo are registered marks of ACORD



Date: February 7, 2018

RE: Contract #:: 7058821-(1JC-18JC) Renewal No.: 1 of four (4) one year renewal options Procurement Services University Purchasing

912 W Grace Street, 5th Floor Box 980327 Richmond, Virginia 23284

804 828-1077 Fax: 804 828-7837 TDD: 1-800-828-1120 www.vcu.edu/procurement

Good Afternoon,

Your firm's contract with Virginia Commonwealth University (VCU) for Audio Visual Products, Services and Maintenance expires on February 28, 2018. VCU intends to exercise the renewal of this contract in accordance with Section XI Special Terms and Conditions, item V, Renewal of Contract.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Individual purchase orders shall be issued on an as needed basis for Audio Visual Products, Services and Maintenance. Services shall be provided in accordance with the contract for the renewal period: March 1, 2018 through February 28, 2019.

Pricing remains the same as the previous contract period.

✓ Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than February 16, 2018. Your response may be emailed to me at aranthes@vcu.edu If you have any questions, please contact me at (804) 828-1070.

Sincerely,

Amy Anthes Senior Buyer Contract #:: (please provide complete contract number)

-7058821-(1JC-18JC)-

7058821-01JC

#### **RESPONSE:**

Innovative Systems & Solutions, Inc. d.b.a. ABS Technology

Name of Firm

Signature

Hunter Dorroh Name Printed

CEO

Title

2/15/2018

Date

#### COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

#### Contract Number: 7058821-01JC

This contract entered into by ABS Technology, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University (VCU), called the "Purchasing Agency".

**WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**PERIOD OF THE PERFORMANCE:** March 1, 2017 through February 28, 2018 with four (4) successive one year renewal options.

**SCOPE OF CONTRACT:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposals #7058821JC dated October 13, 2016 including Addendum #01 dated November 1, 2016;
- (3) The Contractor's Proposal dated November 11, 2016; and
- (4) The Negotiated Modification dated January 19, 2017.

All of which documents are incorporated herein by reference.

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

CONTRACTOR:	PURCHASING AGENCY:
ABS Technology	Virginia Commonwealth University
By: Aff	By: Karol Kain Gray
Name Printed: Hunter Dorroh	Name Printed: Karol Kain Gray
Title: CEO	Title: VP Finance and Budget
Date: 2/23/2017	Date: 2/24/17



## **Request for Proposals**

RFP #: 7058821JC

RFP Title #: VASCUPP Audio Visual Term Contracts Issuing Agency: Virginia Commonwealth University Issue Date: October 13, 2016

Closing Date: November 11, 2016



A VASCUPP Member Institution

Issue Date: October 13, 2016

Title: VASCUPP Audio Visual Term Contracts

#### Send all Proposals To: Virginia Commonwealth University RFP #7058821JC Attention: Jackie Colbert 912 W Grace St, 5th floor Richmond, Virginia 23284-0327

#### Proposals Shall Be Received Until: November 11, 2016 at 11:00 AM local time

#### Direct ALL inquiries concerning this RFP to: Jackie Colbert

jcolbert@vcu.edu

### Questions concerning this RFP must be received via email no later than: October 27, 2016 at 2:00 PM local time.

This Request for Proposals & any Addenda are posted on the eVa website at: http://www.eva.virginia.gov

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

**IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE.** IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL ONLY, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, **RFP#7058821JC, ATTN: Jackie Colbert**, PO BOX 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.** 

#### NAME AND ADDRESS OF COMPANY:

	Date:				
	By (Signature In Ink):				
Zip Code	Name Typed:				
E-Mail Address:	Title:				
Telephone: ( )	Fax Number: ( )				
Toll free, if available	Toll free, if available				
DUNS NO.:	FEI/FIN NO.:				
REGISTERED WITH eVA: ( ) YES ( ) NO	SMALL BUSINESS: ( ) YES ( ) NO				
VIRGINIA DSBSD CERTIFIED: ( ) YES ( ) NO	MINORITY-OWNED: ( ) YES ( ) NO				
DSBSD CERTIFICATION #:	WOMEN-OWNED: () YES () NO				

#### THIS SOLICITATION CONTAINS 29 PAGES.

#### **TABLE OF CONTENTS**

I.	PURPOSE	4
II.	GOVERNING RULES	4
III.	BACKGROUND	4
IV.	OFFEROR INFORMATION REQUESTS	5
V.	STATEMENT OF NEEDS	5
VI.	PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	9
VII.	PRICING SCHEDULE	14
VIII.	EVALUATION AND AWARD CRITERIA	16
IX.	REPORTING AND DELIVERY INSTRUCTIONS	16
Х.	GERNERAL TERMS AND CONDITONS	17
XI.	SPECIAL TERMS AND CONDITONS	23
XII.	CONTRACT ADMINISTRATION	28
XIII.	<u>ATTACHMENTS</u>	29

#### I. <u>PURPOSE:</u>

The intent and purpose of this Request for Proposals (RFP) is to establish multiple term contracts through competitive negotiations with qualified source(s) for a broad range of audio visual, multimedia and related products, services and maintenance.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution 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 the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

#### II. GOVERNNG RULES:

This solicitations is issued in accordance with the provisions of:

- A. Purchasing Manual for Institution of Higher Education and their Vendors (<u>https://vascupp.org</u>)
- B. Rules Governing Procurement of goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the commonwealth of Virginia (<u>https://vascupp.org</u>)

#### III. BACKGROUND:

The University is located on two downtown Campuses in Richmond, VCU enrolls more than 32,000 students in 211 certificate and degree programs in the arts, sciences and humanities. Sixty-nine of the programs are unique in Virginia, many of them crossing the disciplines of VCU's 14 degree-granting schools and one college. As one of the nation's top research universities, VCU attracts more than \$225 million a year in sponsored research funding.

Twenty-seven VCU graduate and professional programs are ranked among the best in the nation in U.S. News & World Report's "America's Best Graduate Schools." These include the No. 1 ranked sculpture and nurse anesthesia programs.

VCU Life Sciences has developed into a University-wide discipline that builds upon the University's traditional scientific strengths in the biological sciences, basic biomedical sciences, patient care, biomedical engineering and biotechnology. VCU Life Sciences is comprehensive in its involvement of all levels of students in the study of life sciences, from freshmen to students in the professional programs to Ph.D. candidates, and integrates diverse disciplines from all over the University, including the academic medical center as well as arts and humanities.

VCU Medical Center is one of the nation's leading academic medical centers and stands alone as the only academic medical center in Central Virginia. The medical center includes the 780-bed MCV Hospitals and outpatient clinics, MCV Physicians — a 600-physician-faculty group practice, and the health sciences schools of VCU. The VCU Medical Center offers state-of-the art care in more than 200 specialty areas, many of national and international note, including organ transplantation, head and spinal cord trauma, burn healing and cancer treatment. The VCU Medical Center is the site for the region's only Level 1 Trauma Center. As a leader in health care research, the VCU Medical Center offers patients the opportunity to choose to participate in programs that advance evolving treatment, such as those sponsored by the National Cancer Institute through VCU's Massey Cancer Center, Virginia's first NCI-designated cancer center.

VCU's nationally recognized theatre, music and dance programs offer more than 365 concerts, performances and recitals a year. The Anderson Gallery showcases regional art as well as work by international artists.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the collocation of the schools of Business and Engineering, the da Vinci Center for Innovation in Product Design and Development and the Virginia BioTechnology Research Park.

The University and its medical center are the largest-single employer in the Richmond area, with more than 12,000 full-time and 6,000 part-time employees, including 1,900 full-time instructional faculty — many of them nationally and internationally recognized in their fields. John B. Fenn, Ph.D., research professor in the Department of Chemistry and affiliate professor of chemical engineering, was one of three international scientists to be awarded the 2002 Nobel Prize in chemistry.

#### IV. OFFEROR INFORMATION REQUESTS:

The opportunity for potential Offerors to present questions and obtain clarification relative to any facet of this solicitation is from the issue date of the RFP until October 27, 2016 at 2:00 PM EDT. Submit all questions to Jackie Colbert, <u>jcolbert@vcu.edu</u>. The questions and clarifications will be issued in an addendum to the RFP.

#### V. STATEMENT OF NEEDS:

- A. Goods
  - 1. The Contractor shall provide audio visual, multi-media, and related products, services and maintenance. The Contractor should provide access to every audio visual, multi-media and all related products and services that the company sells through the contract. Audio visual products and services added to the Contractor product mix after the award of the contracts may be incorporated into the contract. The Contractor shall only provide ENERGY STAR or similarly qualified equipment to Commonwealth of Virginia state agencies in any audio visual category where these energy efficient products are available.
  - 2. The contract should provide for purchasing equipment in the following categories:

Broadcast Television Equipment Multimedia Presentation Equipment Multimedia Development Equipment Satellite Transmitting and Receiving Equipment Teleconferencing and Communication Equipment Computer Presentation Equipment – Streaming and Webcasting

**Broadband Distribution Equipment** 

Multi-Media Furniture

- 3. The Contractor should be able to install, maintain and service all products supplied in a professional manner while providing excellent customer service. The Contractor should anticipate that installation services are required for approximately 90.0% of the VCU AV projects.
- 4. The Contractor must have a Class "A" Contractor's license with the appropriate specialty classification as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation to perform required installation services for any work that is attached to real property.
- 5. It is anticipated that the Contractor may offer prices for equipment and services expressed as a percentage discount off the manufacturer's list price for equipment and the Contractor's list price for services. The discounted price shall include all associated costs for equipment and services including the freight terms F.O.B. Destination/Prepaid and any travel and living expenses for technician services. Discounts shall be considered the minimum discounts for the duration of the contracts including any renewals. Audio visual products and services added to the Contractor product mix after the award of the contracts shall be incorporated into the contract at the same discount as products priced similarly within the product category.
- 6. During the last fiscal year from July 1, 2015 to June 30, 2016, public institutions of higher education in the Commonwealth of Virginia purchased approximately \$27,700,000 from the current VASCUPP audio visual contracts. This RFP is issued because the existing contracts do not have any renewal options remaining. New audio visual contracts are required to support on-going audio visual needs at public institutions of higher education in the Commonwealth of Virginia. It is expected that the combined spend by the public institutions of higher education in the Commonwealth of Virginia will remain approximately \$27,700,000 on an annual basis during the initial contract term and any subsequent renewal terms. Potential annual purchases by other state agencies and localities could increase the estimated annual spend by approximately \$10,000,000. This estimated volume is provided only as a guideline for preparing the discounts offered. It is not a guarantee of the contract volume. The Contractor shall supply at the discounts offered the quantities actually ordered by the VASCUPP institutions of higher education and any other users of the contracts. The resulting contracts are for audio visual requirements on an "as needed basis".
- 7. The contract should contain provisions for a select group of products for rent on an "as needed" basis. The Contractor should provide the necessary combination of services to include, but not limited to, a rental technician to run the equipment, delivery, set-up, and pick-up. Rental equipment may be subject to availability.
- B. Design, Project Management, Installation/Integration, Commissioning and Closeout Standards
  - 1. System Standardization
    - a. When designing, quoting, and installing systems the Contractor must adhere to industry standards as well as all Buyer system and templates standards. Any deviation in system design, equipment, or configuration from the Buyer's standards must be pre-approved by the Buyer in advance.
  - 2. Project Management
    - a. All Buyer projects should be formally managed by a full time, in-house employee of the Contractor whose primary role is project management. The project manager shall be available to the Buyer at all times during the installation and be the point of contact person for the University. The project manager is to be knowledgeable of the specific project, all

industry and professional standards and current with proper installation techniques. Prior to the University authorizing payment, the project manager shall be responsible for providing proof of performance, quality installation and that all equipment is accounted for as part of the official system sign-off. Sign-off must be obtained from the Contract Administrator or designee.

- b. All projects should strictly follow the schedule provided by the Buyer.
- c. All project deliverables should be delivered on the date indicated in the schedule.
- d. The Contractor must use the Buyers project management system to interface with the project unless no such system is available. The Contractor should use the interface to manage items including but not limited to:
  - 1) Schedule
  - 2) Identify and manage Risk
  - 3) Store and retrieve project documents
  - 4) Communications
  - 5) Staging
  - 6) Commissioning
  - 7) Deliverables
  - 8) Punch lists
- 3. Control Programming
  - a. The Buyer owns all system programs such as control and audio DSP programs.
  - b. All programming must be performed by a full time, in-house employee of the Contractor.
  - c. All Contractor programmers should have a programming certification from the manufacturer providing the system or the Buyer must be notified if a non-certified programmer is working on the program to approve.
  - d. Contractor must adhere to all Buyer standards and templates for control programming.
- 4. System Integration
  - a. Staging Contractors shall stage all new system integrations on the agreed upon date local to the Buyer to provide proof of performance. The following system deliverables are due at staging if applicable:
    - 1) Full demonstration of system functionality as can be reasonably staged
      - a) For partial system upgrades, at a minimum the control programs functionality shall be virtually demonstrated.
      - b) All new equipment must at least be powered up to verify out of box functionality.
    - 2) Control Program Deliverables
      - a) Functional control program
      - b) Functional control user interface
    - 3) Equipment Documentation Deliverables
      - a) Manufacturer Name
      - b) Model Number
      - c) Serial Number
      - d) Mac Address
    - 4) Complete Wiring Diagrams
    - 5) The Contractor's programmer shall be present during system staging.
  - b. Installation

- 1) Installation crew must have the following upon arriving to the installation site:
  - a) Complete wiring diagrams and detailed knowledge of the system functionality
  - b) Scope of Work
  - c) Knowledge of location
  - d) Buyer's contact information
  - e) At least one member of the Contractor's on-site installation crew must have industry related certification.
- c. Commissioning
  - 1) The installed system must be fully tested by the Contractor with all possible sources and in every configuration prior to commissioning to the Buyer. This includes several system shutdowns and restarts after the final programs have been loaded.
  - 2) Contractor to then demonstrate all system functionality and scope deliverables to the Buyer.
- d. Project Closeout Deliverables due prior to system signoff
  - 1) Un-compiled control program and user interface files individually by room.
  - 2) Audio DSP program files individually by room.
  - 3) As built wiring diagrams in .DWG and PDF formats individually by room
  - 4) Any passwords associated with the equipment and system programming individually by room
  - 5) Date equipment warranties begin and duration
- C. Warranty and Maintenance
  - 1. The Contractor should include a minimum of a one (1) year warranty from the date of acceptance on all equipment or in accordance with the standard manufacturer's warranty, whichever is greater. The warranty should cover all equipment, labor and wiring of a completed system for a minimum of one (1) year from the date of final acceptance.
  - 2. All products purchased under the contract shall minimally include the Original Equipment Manufacturer (OEM) warranty that shall pass directly to the purchaser. Products that fail after acceptance and installation shall be covered under warranty. Products that are inoperative at installation shall either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair shall be at the sole discretion of the purchaser except in the event the purchaser fails to provide timely notice of product failure to the Contractor.
  - 3. The Contractor should replace in-kind any equipment which fails within first thirty (30) days of purchase.
  - 4. The Contractor should provide loaner equipment, if needed, similar to the product, which requires repair under warranty at no charge to the University.
    - 1. After the warranty period, the Contractor should make service agreements available to the University. Either the Contractor or the manufacturer of the equipment may provide the maintenance.
- D. Additional Services

- 1. When necessary, the Contractor should provide professional on-site consultation, system design, installation, service and maintenance on the audio visual and multi-media products. Sometimes these services may be required in conjunction with the purchase of products from the Contractor and sometimes only the consulting services, system design, installation or service and maintenance may be required.
- 2. As may be agreed upon with the University, the Contractor should organize and participate in technology shows. The purpose of the show is to present new products and provide information to University departments.
- 3. When necessary, the Contractor should provide training to University departments on the operation of new equipment.
- E. Order Placement
  - 1. The Contractor shall provide a quote with t the following requirements product number, product description list price, contract discount, contract price, delivery lead time after receipt of order and contract number. Any labor quoted must indicate the number of hours times the hourly contract rate.
  - 2. The Contractor shall accept a University Purchase Order for individual orders of any dollar amount and should accept the Bank of America Visa Corporate Purchasing Card for orders of \$5,000 or less.
- F. Procurement Requirements:
  - 1. Freight terms shall be F.O.B. Destination/Prepaid with inside delivery; additional charges shall not be allowed.
  - 2. The terms and conditions of the RFP govern the resulting contract and not any Contractor terms and conditions or software license agreement.
  - 3. The proposal prices shall include all costs for the equipment and services including all applicable freight and travel and living expenses; extra charges will not be allowed.
  - 4. The initial contract term is one (1) year with four (4) annual, optional renewal terms.
  - 5. Any authorized user of a cooperative contract awarded from the RFP may choose at their discretion to waive specific requirements in Section V as needed. The contractor must receive written approval from the authorized user to waive a requirement and that written permission is applicable to the specific authorized user alone.

#### VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

- A. Proposal Submission Instructions:
  - 1. Complete and return Page 2 of the RFP. Proposals shall be signed by an authorized representative of the Offeror.
  - 2. Complete and return signed addenda acknowledgments (if applicable).
  - 3. Utilization of the words "shall" or "must" indicates a mandatory requirement.
  - 4. Submit one (1) original hard copy (paper) of the entire proposal, including all attachments and proprietary information. The original proposal must be clearly marked on the outside of the proposal. Submit one (1) unsecured, original electronic copy (on a disc or flash drive) of the entire proposal including all attachments and INCLUDING ANY PROPRIETARY INFORMATION and one (1) unsecured, original electronic copy (on a disc or flash drive) of the entire proposal

including all attachments and EXCLUDING ANY PROPRIETARY INFORMATION. These discs or flash drives must be clearly marked on the outside whether it includes or excludes proprietary information. No other distribution of the proposal shall be made by the Offeror.

- 5. Proposal Presentation:
  - a. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency 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 the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. All information requested by this Request for Proposals on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Contractors proposals.
  - c. 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.
  - d. 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 the RFP requirements are specifically addressed.
  - e. Each copy of the 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. If applicable, the outside of the Proposal must be marked to clearly denote proprietary information is contained in the documents. Written notice of proprietary information must be submitted as the first page of the Offeror's Proposal. Notice must specifically identify the applicable portions of the Offeror's Proposal that contain data or materials to be protected and shall state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's Proposal, by some distinct method, such as highlighting, underlining, etc. 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 and return of the Proposal. Ownership of all data, materials and documentation originated and prepared for VCU pursuant to the RFP shall belong exclusively to the University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 43F of The Governing Rules, in writing, either before or at the time the data or other material is submitted.
- 7. Communications regarding this Request for Proposals (RFP) shall be formal from the date of the issuance for this RFP, until either a Contractor has been selected or the University Procurement Services Department rejects all proposals. Formal communications shall be

directed to the University Procurement Department only. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than Procurement Services Department representative may result in the offending Offeror's Proposal being rejected.

- 8. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. Oral presentations are an option and may or may not be required. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU, on the Offerors presentation team.
- 9. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda 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 the Virginia Commonwealth University Purchasing Department unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by the Purchasing Department.
- B. Specific Proposal Requirements:
  - 1. Proposals should be as thorough and detailed as possible so that VCU may properly evaluate your capabilities to provide the required goods/services.
  - 2. Proposed Price.
    - a. Describe the proposed discount pricing structure for the required equipment categories listed Section V, Item A. 2. Provide a list of the brands of AV equipment, equipment categories and the discount from the manufacturer list price by brand and equipment category offered to include but not limited to the manufacturers that VCU uses below. VCU prefers that the deepest discounts are for the largest volume manufacturers listed below with competitive discounts off other manufacturers and types of AV equipment that your company sells.

AVF Apple

Biamp

Chief

Cisco

Clearone

Compulock

Crestron

Dalite

Dell

Epson

Ergotron

Extron

Icon

JBLLogitechMiddle AtlanticNECNetgearPlanarQSCRadio Design LabsSharpShureSonyTrippliteVaddioVutec

Discounts offered must at minimum meet any educational pricing discounts such as Crestron A+, Extron Education contract and Epson brighter futures pricing.

- b. What is the proposed pricing for maintenance after the warranty period? Are any costs associated with installation and system implementation?
- c. Does the offer from your firm include the option to rent equipment? If your firm can provide rental equipment on an "as needed" basis, what are the proposed prices?
- d. For evaluation purposes only, a hypothetical Pricing Schedule is included in Section VII of the RFP. Please fill out and submit the Pricing Schedule with the RFP offer.
- 3. Provide specific plans and approach for providing the proposed services as specified in the Statement of Needs including a statement of understanding that your firm shall comply with the mandatory requirements and indicating the desirable specifications that your firm agrees to provide. Mandatory requirements are designated by the words shall or must and desirable services are designated by the words should or may. The plans should include, but need not be limited to:
  - a. Describe the audio visual and multi-media products offered in the following categories:

Broadcast Television Equipment Multimedia Presentation Equipment Multimedia Development Equipment Satellite Transmitting and Receiving Equipment Teleconferencing and Communication Equipment Computer Presentation Equipment - Streaming and Webcasting Broadband Distribution Equipment

Multi-Media Furniture

b. Indicate that your firm understands that individual University purchase orders will be issued for individual requirements on an "as needed" basis.

- c. Confirm that your firm agrees to freight terms F.O.B. Destination/Pre-paid.
- d. Provide plans to provide the equipment and services specified in Section V.B.
- e. Submit a copy of your firm's Class "A" Contractor's License with appropriate specialty classification as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation to perform the AV installation services.
- f. Describe the proposed approach for the provision of warranty and maintenance under the contract.
- g. Address in detail the additional services listed in Section V.D. of the Statement of Needs that are offered. What, if any, are the costs associated with the services listed in Section V., Item D.2 and D.4.
- h. Provide a sample quote that provides all of the following information: product number, product description, list price, contract discount, contract price, delivery lead time after receipt of order and contract number.
- i. Provide an implementation schedule indicating how long after the award of the contract it shall take your company to begin accepting orders from authorized users of the contract and delivering audio visual products and services.
- 4. Utilization of the words "shall" or "must" in Section V, Statement of Needs indicates a mandatory requirement:

Does / Shall your company comply with mandatory requirements as presented in Section V, Statement of Needs?

Yes \_\_\_\_ No \_\_\_\_

If "NO," identify the specific requirement and the reason for non-compliance.

5. Utilization of the words "should" or "may" in Section V, Statement of Needs indicates a nonmandatory requirement.

Does / Shall your company comply the non-mandatory requirements as presented in Section V (i.e. "should" becomes "shall")?

Yes \_\_\_\_ No \_\_\_\_

- 6. If "NO," identify the specific requirement and the reason for non-compliance.
- 7. Submit information about the qualifications and experience that your company has to provide the required products and services.
  - a. Describe the firm's qualifications and experience providing the required products and services during the last three (3) years. Information provided should include, but is not limited to, comparable accounts in higher education and the scope of the services. Include information for a minimum of three (3) similar accounts, describing the types of projects and the scope of the services provided. Please include contact information with the name, address, email address and current phone number.
  - b. Specify any technicians your company intends to assign to the VASCUPP contract. Provide information to include but is not limited to the names, qualifications, and experience of the technicians to be assigned to the contract. Resumes of staff to be assigned to the contract may be used. Submit relevant professional certifications for the technicians proposed to work on contract projects.
  - c. Does the offer include a single primary point of contact for the VASCUPP institutions for sales, support and problem resolution? If so, please provide the name and contact information.

- d. Provide a list of institutions of higher education with which your firm has a signed term contract.
- e. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at:

http://procurement.vcu.edu/our-services/university-purchasing/vascupp/

- 8. Does your firm agree to accept the Bank of America Visa Corporate Purchasing Card for orders of \$5,000 or less?
- 9. Does your company accept the terms and conditions as presented in Section X, General Terms and Conditions and in Section XI, Special Terms and Conditions to govern the contract?

Yes \_\_\_\_\_ No \_\_\_\_

If "NO," identify the specific term and condition(s) and the reason for non-compliance.

- 10. Small, Women-Owned and Minority-Owned Business commitment for utilization.
  - a. The Offeror must submit complete information on Appendix I unless the Offeror is a Department of Small Business and Supplier Diversity (DSBSD). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
- 11. Method of Payment
  - a. The Offeror must complete and submit Appendix II to select an electronic payment method.

#### VII. PRINCING SCHEDULE:

The hypothetical below will be used during the RFP evaluation process to determine the scores for the price evaluation criterion. Quantities indicated below are used for evaluation purposes <u>only</u> and shall not be interpreted as actual contract usage by VCU. Actual contract amounts shall be determined based on actual usage whether it is higher or lower than the amounts in the hypothetical. In the event of a mathematical error, the correct discount percentage or unit price shall prevail.

#### A. <u>Equipment and Furniture:</u>

	Annual Expenditures		% Discount		Discounted Total
Broadcast Television	\$200,000.	less _		% = \$	\$
Multimedia Presentation	\$700,000.	less _	(	% = \$	۶
Multimedia Development	\$300,000.	less _		% = \$	\$
Satellite Transmitting	\$300,000.	less _		% = \$	\$
and Receiving					

Teleconferencing and Communication	\$1,300,000. less	% = \$	
Computer Presentation	\$1,900,000. less	% = \$	
Broadband Distribution	\$200,000. less	% = \$	
Multi-Media Furniture	\$ 150,000. less	% = \$	
Section A Total		\$	
B. <u>Services</u> :			
Annual Maintenance Contracts	\$100,000 less	% = \$	
Hourly Service Rates:			
	Annual Number Of Hours	Hourly Rate	Annual Total
Maintenance			
After The Warranty	200 hours X	\$ =	\$
Installation	700 hours X	\$ =	\$
Technical Assistance	50 hours X	\$ =	\$
Training	25 hours X	\$ =	\$
Section B Total		\$	
C Dontal Equipment			

C. <u>Rental Equipment</u>:

Annual

	Expenditures		% Discount	Discounted Total
Section C Total	\$100,000.	less	% =	\$
Grand Total Sections A, B and C			\$	

#### VIII. EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the following criteria: Offeror's qualifications and experience; methodology/approach to providing the requirements stated herein; price; and the Offeror's status as a Virginia certified SWaM Business or the Offeror's plans to utilize Virginia DSBSD certified SWaM Businesses in the Offeror's performance of the contract. Negotiations shall be conducted with Offerors so selected. After negotiations have been conducted with each Offeror so selected, the VCU shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. VCU reserves the right to make multiple awards from the RFP. The University may cancel this Request for Proposals or reject Proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous. (Governing Rules Section 49.D) Should the 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 RFP, and the Offeror's response thereto.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <u>http://www.eva.virginia.gov</u>.

#### IX. REPORTING AND DELIVERY REQUIREMENTS:

By submitting a Proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU procurement activities. The University encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

<u>Use of Subcontractors</u>: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix I- Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority. The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

#### **REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES**

OWNED

#### **BY WOMEN AND MINORITIES**

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University Procurement Services Office Attn: SWAM Coordinator 912 W. Grace Street, POB 980327 Richmond, VA 23284 Email: <u>swamreporting@vcu.edu</u>

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

#### X. GENERAL TERMS AND CONDITIONS:

- A. <u>PURCHASING MANUAL</u>: This RFP is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the VCU Procurement Services Office. In addition, the manual may be accessed electronically at <u>http://procurement.vcu.edu/</u> or a copy can be obtained by calling VCU Procurement Services at (804) 828-1077.
- B. <u>APPLICABLE LAW AND COURTS:</u> This RFP and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. <u>ANTI-DISCRIMINATION</u>: By submitting their Proposals, Offerors certify to the Commonwealth and to VCU that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1).

In every Contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this Contract, the Contractor agrees as follows:
  - a) Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race,

color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. <u>ETHICS IN PUBLIC CONTRACTING</u>: By submitting their Proposals, Offerors certify that their Proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their Proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: By submitting their Proposals, Offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. <u>DEBARMENT STATUS</u>: By submitting their Proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. <u>ANTITRUST:</u> By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. <u>MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS</u>: Failure to submit a Proposal on the official VCU Form provided for that purpose may be a cause for rejection of the Proposal. Modification of, or additions to, the General Terms and Conditions of the solicitation may be cause for rejection of the Proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a Proposal.
- I. <u>FINAL OF TERMS</u>: If any prospective Offeror has questions about the specifications or other RFP documents, the prospective Offeror should contact the Services Category Manager whose name

appears on the face of the RFP no later than five (5) working days before the Proposal due date. Any revisions to the RFP will be made only by Addendum issued by the Services Category Manager.

#### J. <u>PAYMENT</u>:

#### 1. To Prime Contractor:

- a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the VCU Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
- c) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public institution is being billed.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, VCU shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this Section do not relieve VCU of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).
- f) To Subcontractors:
- a) Contractor awarded a contract under this RFP is hereby obligated:
  - i. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from VCU for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
  - ii. To notify VCU and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b) The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from VCU, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These

provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of VCU.

- K. <u>PRECEDENCE OF TERMS</u>: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. <u>QUALIFICATIONS OF OFFERORS</u>: VCU may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to VCU all such information and data for this purpose as may be requested. VCU reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. VCU further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VCU that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.
- M. <u>TESTING AND INSPECTION</u>: VCU reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. <u>ASSIGNMENT OF CONTRACT</u>: A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the VCU Director of Procurement Services.
- 0. <u>CHANGES TO THE CONTRACT</u>: Changes can be made to the Contract in any one of the following ways:
  - 1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
  - 2. The VCU Procurement Services Department may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give VCU a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a) By mutual agreement between the parties in writing; or
    - b) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the VCU's right to audit the Contractor's records and/or to determine the correct number of units independently; or
    - c) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present VCU with all vouchers and records of expenses incurred and savings realized. VCU shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to VCU within thirty (30) days from the date of receipt of the written order from VCU. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved

in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the VCU Procurement Service Office or with the performance of the Contract generally.

- P. <u>DEFAULT:</u> In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have in law or equity.
- Q. <u>USE OF BRAND NAMES</u>: Unless otherwise provided in this RFP, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable VCU to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the RFP.
- R. <u>TRANSPORTATION AND PACKAGING</u>: By submitting their Proposals, all Offerors certify and warrant that the price offered for FOB Destination includes only the actual freight rate costs at the lowest and best rate and is based 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. Further, Offeror shall bear the risk of loss until the goods and equipment until VCU accepts Delivery of them.
- S. <u>INSURANCE</u>: By signing and submitting a Proposal under this RFP, 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 insurance coverages during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

- 1. Worker's Compensation Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify VCU of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Contract shall be in noncompliance with the Contract.
- 2. Employers Liability \$100,000.
- 3. Commercial General Liability \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products

and completed operations coverage. VCU must be named as an additional insured and so endorsed on the policy.

- 4. Automobile Liability \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- T. <u>ANNOUNCEMENT OF AWARD</u>: Upon the award or the announcement of the decision to award a contract as a result of this RFP, VCU will publicly post such notice electronically at <u>http://www.eva.virginia.gov</u> for a minimum of ten (10) days.
- U. <u>DRUG-FREE WORKPLACE</u>: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition: (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace: and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor and/ or Vendor.

For the purposes of this section, *"drug-free workplace"* means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- V. <u>NONDISCRIMINATION OF CONTRACTORS</u>: A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- W.<u>eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS</u>: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in VCU. The eVA portal is the gateway for vendors to conduct business with VCU Institution and other public bodies. All Vendors desiring to provide goods and/or services to VCU shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor Transaction Fees are determined by the date the original purchase order is issued and are as follows:

- 1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately thirty (30) days after the corresponding purchase order is issued and payable thirty (30) days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

X. <u>FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)</u>. The Selected Offeror/Vendor acknowledges that for the purposes of this Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will th edu ation d only for the of fulfilling it duties nder this Contract f University s and its students benefit, and will not share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by the University.

#### XI. SPECIAL TERMS AND CONDITIONS:

- A. <u>ADVERTISING</u>: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University 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.
- B. <u>ASBESTOS</u>: Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- C. <u>AUDIT</u>: The Contractor shall 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. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- D. <u>BEST AND FINAL OFFER (BAFO)</u>: At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror(s)proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- E. <u>PROPOSAL ACCEPTANCE PERIOD</u>: Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- F. <u>PROPOSAL PRICES</u>: Proposal prices shall be in the form of a firm discount percentage or a firm unit price as applicable for each item during the contract period.
- G. <u>CANCELLATION OF CONTRACT</u>: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (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.

H. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by the offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars ( \$750,000), the offeror is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR". The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No	Specialty:
Licensed Class B Virginia Contractor No	Specialty:
Licensed Class C Virginia Contractor No	Specialty:

If the offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered.

If an offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

- I. <u>CONTRACTOR'S TITLE TO MATERIALS</u>: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- J. <u>DELIVERY AND STORAGE</u>: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The Owner will not assume any responsibility for receiving these shipments. Contractor shall check with the Owner and make necessary arrangements for security and storage space in the building during installation.
- K. <u>SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS</u>: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- L. <u>DRUG FREE WORKPLACE</u>: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:

The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

- M. <u>EXTRA CHARGES NOT ALLOWED</u>: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- N. <u>FINAL INSPECTION</u>: At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative 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.
- O. <u>IDENTIFICATION OF PROPOSAL</u>: The proposal package should be identified as follows:

From:				
	Name of Offeror	Due Date	Time	
	Street or Box Number	RFP No.		
		. <u></u>		
	City, State, Zip Code +4	RFP Title		

Name of Contract / Purchase Officer or Buyer: Jackie Colbert

The package should be addressed as directed on Page 2 of the solicitation.

If a proposal is not clearly identified, the Offeror takes the risk that the proposal may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

LATE PROPOSALS: To be considered for selection, proposals must be received by <u>the issuing office</u> by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. <u>The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.</u>

- P. <u>INDEMNIFICATION</u>: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment delivered.
- Q. <u>INSTALLATION</u>: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- R. <u>LIMITATION OF LIABILITY</u>: To the maximum extent permitted by applicable law, the Contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or

negligence on the part of the Contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

- S. <u>MAINTENANCE MANUALS</u>: 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.
- T. <u>PRIME CONTRACTOR RESPONSIBILITIES</u>: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- U. <u>QUANTITIES</u>: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- V. <u>RENEWAL OF CONTRACT</u>: This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period:
  - 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1) year period, the contract discounts which are applied to the Published List Price of the product(s) shall remain the same as in the initial term of the contract during all optional renewal terms except that deeper discounts may be offered if market conditions warrant increasing the discount percentage. Contract prices based on unit prices may be negotiated only at the time of renewal; however, in no case shall the costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by no more than the percentage increase or decrease the services category of the CPI-W section of the US Bureau of Labor Statistic's Consumer Price Index, for the latest twelve months for which statistics are available.
- W.<u>SUBCONTRACTS</u>: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- X. <u>WARRANTY (COMMERCIAL)</u>: The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation.
- Y. <u>WORK SITE DAMAGES</u>: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- Z. <u>POLICY OF EQUAL EMPLOYMENT</u>: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- AA. <u>COMMUNICATIONS</u>: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University

Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department.

Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.

- BB. <u>SECTION 508 COMPLIANCE</u>: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.
- CC. <u>NONVISUAL ACCESS TO TECHNOLOGY</u>: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
  - 1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  - 2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
  - 3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
  - 4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

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

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the <u>Code of Virginia</u>.

DD.<u>DETERMINATION OF RESPONSIBILITY</u>: The Contract will be awarded to the responsive and responsible Offeror with a Proposal, conforming to the RFP, will be most advantageous to VCU, technical and financial factors considered. A responsible Offeror is one who affirmatively demonstrates to VCU that it has adequate financial resources and the requisite capacity, capability, and facilities to perform the Contract, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws and regulations applicable to the procurement. VCU reserves the right to investigate the capabilities of Offeror, confirm any

part of the information furnished by an Offeror, and require other evidence to determine that the Offeror is responsible.

EE. REJECTION OF PROPOSALS & WAIVER OF MINOR INFORMALITIES/IRREGULARITIES:

VCU reserves the right to reject any or all Proposals in part or in total for any reason, to accept any Proposal if considered best for its interest, and to waive informalities and minor irregularities in Proposals received, commensurate with best public procurement practices.

FF. <u>PROTEST</u>: Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services Virginia Commonwealth University 912 West Grace, 5<sup>th</sup> Floor Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act,, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at http://www.eva.virginia.gov.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror.

The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this paragraph shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP.

"Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

#### XII. CONTRACT ADMINISTRATION:

Upon award of the contract VCU shall designate, in writing, the name(s) of the Contract Administrator(s) who shall work with the contractor in formulating mutually acceptable plans and standards for the delivery, installation and on-going service and/or maintenance that may be required.

A. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of

work and shall decide all other questions in connection with the work.

B. All direction and orders from VCU shall be transmitted through the Contract Administrator, or his designee. <u>However the Contract Administrator shall have no authority to order changes in the work which alter the concept or scope of the work or change the basis for compensation to the contractor.</u>

#### XII. ATTACHMENTS:

A: Appendix I – Participation In State Procurement Transactions Small Businesses and Businesses Owned By Women and Minorities:

http://procurement.vcu.edu/media/procurement/pdf/documentlibrary/RFP Website Link Appendix 1.pdf

B: Appendix II – Invoicing and Payment

http://procurement.vcu.edu/media/procurement/pdf/documentlibrary/RFP Website Link Appendix 2.pdf



#### **RFP - Addendum**

DATE: November 1, 2016

ADDENDUM NO. 01 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7058821JC

Commodity/Title: Issue Date: Proposal Due:

VASACUPP Audio Visual Term Contracts October 13, 2016 November 11, 2016 at 11:00 AM

The above is hereby changed to read: See Attached.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour <u>or</u> attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

je Collect

Jackie Colbert

Name of Firm

Signature/Title

Date

### Questions for Clarification Submitted By Potential Offerors for RFP# 6946149JC

The questions submitted by potential proposers and the answers from VCU are below. The clarifications are in bold and italics.

1. Is it acceptable to exclude pricing for any manufacturers that do not offer products within our chosen categories?

# *It is a business decision whether your firm wants to propose to only sell "chosen" categories and manufacturers.*

2. Can you provide any insight into the type of A/V gear needed for this RFP? We carry a range of products and I am curious if you all are interested in more Commercial Audio/TV's/Home style components.

# Please see Section VI, Item B.2.a on Page 11 of the RFP for a list of the largest volume manufacturers.

3. Since we are a local business (based in Charlottesville), would it help if we could physically swap out any defective gear within a short period of time (1 day)?

### The VASCUPP AV contracts are used by institutions of higher education and localities throughout the Commonwealth of Virginia. It is a business decision what your company wants to propose about swapping out defective gear.

4. I see in the RFP that "installation services are required for approximately 90% of the VCU AV projects" and that bidders "must have a Class "A" Contractor's License"; would you be willing to accept proposals from vendors without a Class A license offering products for projects that do not require installation services?

The contractor must have a Class A Virginia Contractor's License. Having a Class A Contractor's License is a mandatory requirement of the RFP. Companies that do not have a Class A Contractor's License are nonresponsive and not eligible for an award from the RFP.

5. We do not hold a Class "A" contractor's license. We hold a Class "B." Section e. states you must include "a copy of your firm's Class "A" Contractor's License with appropriate specialty classification as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation to perform the AV installation services." Section H. Contractor Registration states that either Class "A" or Class "B" is acceptable. Can you please clarify what is required?

Section H. does not state that either Class "A" or Class "B" is acceptable. Please see the answer to question #4 above.

6. Our company is undergoing SWaM recertification. How will our pending recertification impact our evaluation?

The SWaM's numerical score is for DSBSD registered firms only. If a firm is in the process of completing the registration, the points are only added to the total score after the registration is complete prior to the contract award. The points are not retroactive and are only added at the next milestone scoring during the RFP evaluation for firms that are still under consideration for the contract award.

7. On Page 9 of the VASCUPP Audio Visual Term contract RFP (proposal preparation and submission instructions) proposals are submitted electronically including any proprietary information and excluding any proprietary information. Can you please tell me what proprietary information means?

### Proprietary information is confidential information that could be referred to as a trade secret. It is information that would put your organization at a competitive disadvantage if the information became generally known in the marketplace.

8. We are a small, minority business located in Maryland, and I was just wondering if we have to be located in VA to qualify for this. Any assistance you can provide would be greatly appreciated.

# Your company does not have to be located in Virginia, but a small, minority business must be certified by DSBSD as a small, minority business to be recognized as a SWaM's business for the purposes of the RFP.

9. Can I submit a proposal for VASCUPP inclusion for AV rental and labor services only as I am no longer a reseller of AV equipment?

### As specified in the Statement of Needs, the core requirement for RFP # 7058821JC is the purchase of AV equipment and the installation/support for that equipment. It is a business decision whether your firm wants to compete to provide only rental services for AV equipment.

10. Section VI, Item B.3.g – There is a requirement to provide costs associated with Section V., Item D.4. However, in looking at the RFP, there is not a Section V., Item D.4. Can you please provide the details of this "additional service" requirement? <u>Reference Page 13, Section VI., Item B.3.g.</u>: Change the Item to the following to delete Item D.4.

#### Address in detail the additional services listed in Section V.D. of the Statement of Needs that are offered. What, if any, are the costs associated with the services listed in Section V., Item D.2?

11. Section VI, Item B.2 - There is a list of identified manufacturers to propose and price. Our question is are we able to add to the list to submit?

The manufacturers listed in Section VI, Item B.2.a are the largest volume manufacturers. The list is to solicit the deepest discounts for these largest volume manufacturers and competitive discounts off all other manufacturers and categories of AV equipment that your company sells.



# **VASCUPP** Audio Visual Term Contracts

Virginia Commonwealth University

11-11-2016



Submitted by: ABS Technology Architects Chris Cheatham, Senior Account Manager □ 757.955.4079 🛛 🗠 ccheatham@abstechnology.com Issue Date: October 13, 2016

Title: VASCUPP Audio Visual Term Contracts

#### Send all Proposals To: Virginia Commonwealth University RFP #7058821JC Attention: Jackie Colbert 912 W Grace St, 5th floor Richmond, Virginia 23284-0327

#### Proposals Shall Be Received Until: November 11, 2016 at 11:00 AM local time

#### Direct ALL inquiries concerning this RFP to: Jackie Colbert

#### jcolbert@vcu.edu

# Questions concerning this RFP must be received via email no later than: October 27, 2016 at 2:00 PM local time.

This Request for Proposals & any Addenda are posted on the eVa website at: http://www.eva.virginia.gov

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

**IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE.** IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL ONLY, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, **RFP#7058821JC, ATTN: Jackie Colbert,** PO BOX 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.** 

#### NAME AND ADDRESS OF COMPANY:

ABS Technology	Date: 11/11/2016
2809 S. Lynnhaven Road, Suite 250	By (Signature In Ink):
Virginia Beach, VA Zip Code 23452	Name Typed: Noel Barber
E-Mail Address:nbarber@abstechnology.com	Title: Senior Director of Engineering
Telephone: (757) 466-0004	Fax Number: ( 757 ) 466-0600
Toll free, if available	Toll free, if available
DUNS NO.: 145833526	FEI/FIN NO.: 54-1954271
REGISTERED WITH eVA: (X) YES () NO	SMALL BUSINESS: ( X) YES ( ) NO
VIRGINIA DSBSD CERTIFIED: ( $\chi$ ) YES ( ) NO	MINORITY-OWNED: () YES (X) NO
DSBSD CERTIFICATION #: 8419	WOMEN-OWNED: ( ) YES ( X) NO

#### THIS SOLICITATION CONTAINS 29 PAGES.



# TABLE OF CONTENTS

Transmittal	2
Corporate Information at a Glance:	2
Regional Offices	
Primary Contacts:	
Corporate Numbers:	
Executive Summary	3
Sound Decision	
Criteria for Proposal Evaluation:	3
Experience & Qualifications	5
1. Old Dominion University	6
2. James Madison University	
3. Children's Hospital of the Kings Daughter	7
Solution	19
Project Management	
Pricing	23
Additional Services Pricing Information	33
Attachments	

I.



## Transmittal

November 11, 2016 Jackie Colbert Virginia Commonwealth University 912 W. Grace Street, 5<sup>th</sup> Floor Richmond, VA 23284

ABS Technology is excited to submit this proposal to Virginia Commonwealth University (VCU) for RFP # 7058821JC "VASCUPP Audio Visual Term Contracts."

#### Corporate Information at a Glance:

Innovative Systems and Solutions, Inc. dba ABS Technology (S-Corp) 2809 South Lynnhaven Road, Suite 250 Virginia Beach, VA 23452

#### **Regional Offices**

**Richmond Office:** 3957 Westerre Parkway, Suite 110 Richmond, VA 23233

**Roanoke Office:** 109 Norfolk Ave, 2nd Floor Roanoke, VA 24011

#### **Primary Contacts:**

Hunter Dorroh, Owner/CEO hdorroh@abstechnology.com | Phone: 757.419.2232

Kristen Kavakava, Contract Administrator kkavakava@abstechnology.com | Phone: 757.419.2204

Chris Cheatham, Senior Account Manager ccheatham@abstechnology.com | Phone: 804.955.4079

#### **Corporate Numbers:**

- FEIN: 54-1954271
- FRN: 0013307558
- Virginia SWAM Vendor: 8419
- DUNS #: 145833526
- SCC #: 0525802-5

Thank you for the opportunity to submit a proposal for VASCUPP Audio Visual Term Contracts. ABS looks forward to developing our relationship with VCU and VASCUPP.

Sincerely,

Hunter Dorroh, CEO/Owner



# **Executive Summary**

As Virginia's PREMIER **Cisco Gold Partner and provider of advanced technology solutions**, ABS Technology is dedicated to serving Municipal, K-12, State, Higher Education, Healthcare, and Commercial markets throughout Virginia.

ABS was established as American Business Systems in 1972 and reincorporated as ABS Technology Architects in 1999. ABS has always remained family owned and debt-free. ABS achieved Cisco partnership in 1999, becoming the first Virginia-based firm to receive Cisco's IP Telephony certification. ABS continues to be the longest continuously certified Cisco voice partner in Virginia.

ABS has grown over the past four decades into a \$60 million dollar enterprise. Currently, ABS employs over 130 professionals with varied expertise in Enterprise Networking, Wireless/Borderless Technology, Unified Communications, Data Center, Structured Cabling, and Physical Security.

In 2014, we simplified our name to ABS Technology and also made the Inc. 5000 list as one of the fastest growing, privately held businesses in the U.S., -- with its corporate roots firmly planted in Virginia Beach! ABS is also a SWAM-Certified small business.

Throughout this proposal, we have taken extra measures to ensure that the service offerings are appropriate, and specifically targeted to VCU's expectations, taking into consideration the technical specifications outlined within this RFP. Recognizing the evaluation criteria your selection committee must adhere to in its evaluation, we have also provided the section below that illustrates our qualifications, succinctly.

#### **Sound Decision**

ABS is partnering with small business Sound Decision in order to expand our capabilities and provide VCU with a greater portfolio of Audio Visual manufacturers and services.

For over 24 years, Sound Decision of Virginia has installed high quality audio/video systems, control and automation systems, and security systems throughout the Roanoke Valley, Lynchburg, Smith Mountain Lake, and beyond. From the vision and leadership of founder and owner Dwayne Martin, we focus on building strong, life-long relationships with our clients by delivering custom, user-friendly system designs with an unmatched and unwavering attention to detail.

### Criteria for Proposal Evaluation:

Qualifications/Experience

ABS Technology has demonstrated unmatched experience by way of technical experience of our team and organizational commitment to technical innovation. ABS has worked in a similar capacity with many institutions of higher educations in the commonwealth.

Methodology/Approach to providing requirements

ABS is teaming up with Sound Decision to broaden our Audio Visual capabilities and better meet the needs of VCU. We execute using a strong delivery + project management methodology. Our Project Management Office (PMO) adheres to PMI and ITIL methodology to identify and minimize risk, optimize resources, and ensure timely delivery and adoption of solutions.



Price

As you will note within this proposal, our fees are highly competitive and discounted to reflect our deep understanding of technical and project delivery requirements at VCU. We crafted our proposal to provide a healthy balance between technical aptitude, experience and compatibility to ensure that the talent we propose to VCU is a perfect match to deliver on your expectations for the investment you are making.

SWaM Status

ABS is a SWaM Certified Vendor # 8419



# **Experience & Qualifications**

#### I. (Page 13, Section VI, Subsection B.7)

Submit information about the qualifications and experience that your company has to provide the required products and services.

a. Describe the firm's qualifications and experience providing the required products and services during the last three (3) years. Information provided should include, but is not limited to, comparable accounts in higher education and the scope of the services. Include information for a minimum of three (3) similar accounts, describing the types of projects and the scope of the services provided. Please include contact information with the name, address, email address and current phone number.

ABS is the only **Cisco Unified Communications Master** partner headquartered in Virginia, making us the best resource available for Cisco Telepresence in the state.

ABS has the capability and expertise to accelerate conversations or classroom lectures with the use of video. Our video solutions provide face-to-face communication virtually with users in different locations.

#### Capabilities:

- Room Based & Immersive Systems
- Personal & Multipurpose Endpoints
- Multiparty Videoconferencing
- Jabber Video for TelePresence
- TelePresence and CUCM Integration
- 3rd Party Video Systems Integration
- TelePresence Conductor
- TelePresence Content Server
- TelePresence Management Suite
- Pulse Analytics
- Live Event Streaming
- Capture, Transform, and Share Solutions
- Show and Share

Understanding and being able to design, install and support a Telepresence solution is critical to being successful in working with Telecommunications Services. ABS has stellar engineering talent including incredibly strong Enterprise Network (Switch, Wireless, and Security) team available to support Telepresence infrastructure needs.

With multiple CCIE Certified Engineers on staff, ABS holds the highest levels of certification with Cisco and other partners that are best-of- breed in all of these functional areas. These highly qualified teams have designed, deployed and supported hundreds of millions of dollars worth of networks over the past decade.



ABS begins with a consultative approach. We will first assess the current environment, gather requirements and fully understand the customer's business goals. Once this step has been completed thoroughly, we will analyze the data and requirements in order to design solutions to meet the client's needs. Lastly, because many solutions are multi-phased or require migration over a period of time, we will collaboratively develop a roadmap that meet the client's current and future requirements.

ABS implements solutions based on industry best-practices. We execute using a strong delivery + project management methodology. Our Project Management Office (PMO) adheres to PMI and ITIL methodology to identify and minimize risk, optimize resources, and ensure timely delivery and adoption of solutions.

Below are refereces for three successful telepresence projects completed by ABS:

#### 1. Old Dominion University

#### **Distance Learning**

ODU was operating three systems at one time to maintain their Distance Learning Environment. The video conferencing system in place was standard definition, presenting challenges in sharing the finer details of presentations. They streamed classes online which created a lack of interactivity for the students. They used a satellite system to make this happen, but bandwith was expensive. ABS was able to successfully implent systems across the Collaboration spectrum to consolidate these systems into one. The result was high definition upgrades, increase in accessibility through Cisco WebEx, and web servers allowing for storage and archive for class management and students.

Please visit the below link to view a case study video of this project from ODU's Distant Learning Manager, Ed Gonzales.

https://www.youtube.com/watch?v=jnGnKp9xNns

Contact: Ed Gonzales, Distance Learning Tech Suppot Project Manager 757.683.5688 <u>egonzale@odu.edu</u> ODU Gronto Building Norfolk, VA 23529

2. James Madison University

#### ForVA Immersive Classroom Buildout

ABS successfully assisted in building out enterprise immersive classrooms with video as part of Virginia's ForVA program.

Contacts: David Lamm, Network Manager (540) 568-2379 lammdw@jmu.edu 800 South Main Street Harrisonburg, VA 22807



#### 3. Children's Hospital of the Kings Daughter

#### **Telepresence Infrastructure Enhancement**

Project Summary - Further Build-out of TelePresence Infrastructure including:

- Overall system architecture and design
- Migrated from VCS Starter Pack to full VCSc/VCSe
- Addition of TMS, MCU
- Integrated VCS with CUCM for Existing Video enabled endpoint telephony capabilities
- Provisioning Extension Deployment and integration with various systems

Contact:

Chris Dean 757.668.7000 <u>chris.dean@chkd.orf</u> 601 Children's Way Norfolk, VA 23507

Following this page are ABS Cabalities in regards to Cisco Collaboration.



# COLLABORATION

Collaboration is all about improving people's ability to work together seamlessly. We'll help develop a customized communication strategy and architect a solution to deliver secure, reliable, and seamless collaboration of all workspaces. Unified Communications means that every employee, customer, and business associate can actively collaborate in real time and conduct business across multiple workspaces and devices.

ABS Technology uses the latest tools and most advanced solutions to help people and businesses meet their collaboration needs.

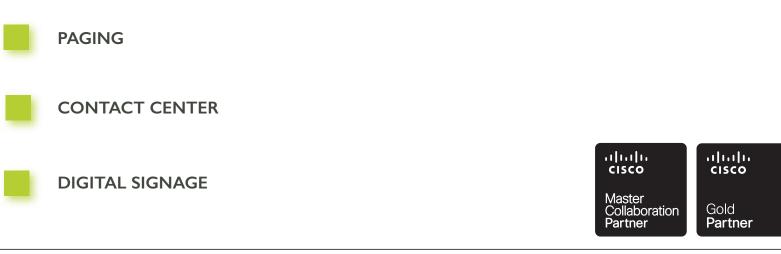
VOICE

VIDEO

CONFERENCING

WE'VE GOT THE EXPERIENCE. ABS INSTALLED THE FIRST CISCO VOICE INFRASTRUCTURE IN VIRGINIA.

We are committed to partnering with Cisco to provide the best possible collaboration tools and solutions for our clients. As a result of our commitment and engineering and design expertise, ABS is also a Cisco Master Collaboration Certified Partner.



# ABS TECHNOLOGY

# ONE ON ONE | VOICE + VIDEO

Voice calls are a traditional form of collaboration. We use IP phones, voice messaging, and 911 tracking solutions to provide the most complete voice solutions available. Video builds on the audio component of voice by providing the visual component to accompany the audio. ABS deploys end-user and room-based systems, supplemented by recording, storage, and distribution to deliver great collaboration experiences. When the need for collaboration is quick and voice and video are not required, instant messaging is very effective.

# THE MORE THE MERRIER | MULTIPARTY COLLABORATION

Often there is a need to bring multiple parties together. ABS offers web, voice, and video conferencing solutions so the collaboration experience can be expanded to meet the needs of multiple parties. Paging offers the ability to reach users through a one-to-one or one-to-many model that can include voice-over-speakers or through IP Phones, as well as SMS, mobile applications, and e-mail, including mass notification systems. Contact Centers allow customer to reach representatives by a variety of means (voice, e-mail, and chat) to ensure that the customer is routed to the correct resource to handle their issues, and provide reporting, recording, and self-service. Digital signage allows the creation of displays and kiosks that present information like videos, ticker tapes and other presentations, reaching end-users in environments like waiting rooms, meeting rooms, and entry kiosks.

### **VOICE + PAGING**

- IP Phones
- Voicemail
- Emergency Response

### VIDEO

- End User
- Room Based
- Recording/Storage/Distribution

### CONFERENCING

- Web
- Voice
- Video

### PAGING

- Voice
- SMS
- E-Mail
- Overhead
- Mobile Apps

### CONTACT CENTER

- Contact Handling
- Skills-based Routing
- Reporting
- Recording
- Self-Service Automation

### **DIGITAL SIGNAGE**

- Kiosk Displays
- Video Displays
- Ticker Tapes
- Presentations



b. Specify any technicians your company intends to assign to the VASCUPP contract. Provide information to include but is not limited to the names, qualifications, and experience of the technicians to be assigned to the contract. Resumes of staff to be assigned to the contract may be used. Submit relevant professional certifications for the technicians proposed to work on contract projects.

# Below is a list of the certifications held by ABS Engineers who could be assigned to this contract. Resumes of key Collaboration personnel are also provided on the following pages.

Last Name	First Name	Title	Certifications and Professional Degrees
Implementation Engineers			
			CCNA RS, CCNA Voice, CCNP Voice, PMP, BS.
		Senior Collaboration	Integrated Science and Technology - James Madison
Fletcher	Nick	Engineer	University
		Senior Collaboration	
Harrison	Greg	Engineer	Cisco CCNA Voice, Cisco CCNP Voice, MCP
			VMware VTSP, VMware VTSP Hybrid, EMC DDIE,
		Technical Team Manager,	Nimble NTSP, Cisco CCNA - Data Center, Cisco DCUCI,
Stabler	Curtis	Collaboration	Cisco DCUCT
			Cisco CCNP Data Center,
Grewal	Bobby	Network Engineer	B.S. in Management Information Systems, ODU
			Cisco CCNA-Routing & Switching; Cisco CCNA-
			Wireless; Cisco CCNP- Routing & Switching; Cisco CCNP-
			Wireless; Cisco CMNA; CCDA, B.S. in Computer
Zeltmann	Alexander	Network Engineer	Science, Virginia Tech 2010

Last Name	First Name	Title	Certifications and Professional Degrees		
	Solution Architecture				
		Solutions Support			
Abulencia	Jesse	Specialist	CCNA Routing & Switching		
			Cisco CCDP; Cisco CCNP; Cisco CCIE Collaboration;		
			Cisco CCNA Voice; Cisco IP Contact Center Express		
		Solutions	Spec, B.S. Hospitality & Tourism Management, Virginia		
Brennan	Duane	Architect	Tech		
		Solutions	Cisco CCNA-Routing & Switching, Voice, BBA, minor in		
Pohlad-Thomas	Chris	Architect	Spanish from Roanoke College		
			Cisco CCNA-Routing & Switching; Cisco CCNA-		
		Solutions	Wireless, Cisco CMNA, A.A.S Information Technology -		
Waldron	Bill	Architect	Networking		
		Solutions			
Wilson	Travis	Architect	CCIE Collaboration #25825		
			Cisco CCDA; Cisco CCNA- Routing & Switching; Cisco		
		Network	CCNA-Wireless; Cisco CCNP Routing & Switching; Cisco		
Murphy	Mike	Engineer	CCDP		
		Collaboration	Cisco CCNA-Routing & Switching; Cisco CCNA Voice;		
Fairchild	Lud	Engineer	Cisco CCNP Voice		





Over 23 years in Software Development, Services Delivery, Services Operations, Technical Pre-Sales and Project Management with a focus on Data Center, Virtualization, IP Telephony/Collaboration, and large scale software application delivery, integration, and solutions deployment deployment

Cloud, Virtualization, Unified Cloud, Virtualization, Unified Communications, Collaboration, Voice Over IP, VoIP protocols (SIP,H323), Physical Design, Overall Team Management, and Engagement/Project Management.

New Mexico State University Bachelor of Science in Computer Technology

CERTIFICATIONS

# Noel Barber

Director of Engineering Services nbarber@abtechnology.com

### REPRESENTATIVE WORK EXPERIENCE

#### Vice President of Solutions and National Presales, ePlus, Inc.

Responsible for overlay Pre-Sales Engineering team supporting all regions in pre-sales engineering for Networking, Virtualization, Storage, and Video Collaboration. Responsible for National services Project Management Office, supporting and managing projects nationwide. Leader National Services Support teams including SOWDesk, Assessments, and Services Solution Productization functions.

#### Director, Solutions Engineering, Packet 360

Responsible for oversight of pre-sales and services delivery supporting power, cooling, storage, servers, networking, Collaboration, and virtualization solutions within the next generation data center. Managed and facilitated partnerships with the best in class providers such as Cisco, VMware, EMC, APC, NetApp and others.

#### Practice Manager, VMware, Inc.

Responsible for all aspects of VMware professional services within the Mid-Atlantic region (6 states). This includes managing a team of consultants, pre-sales support, definition and review of SOW's, managing the territory partner relationships, and managing the territory as a P&L

#### Engagement Manager, VMware, Inc.

Responsible for all aspects of delivery of VMware professional services and engagement, as well as program basis. This included delivery to SOW's, tracking and quality assurance of deliverables, managing all internal and external communications, project planning/tracking, and acting as technical advisor to on-site consultants as well as customer. Managed 4-6 concurrent projects concurrent projects for up to 3 programs with Fortune 500 company base





Duane Brennan started working in IT in 1999 and has a broad background with Microsoft and Cisco experience. Duane has designed, implemented, supported, and maintained network and voice solutions for an extensive array of customers - from the small single sites, to enterprise nationwide deployments with 1000's of handsets. Duane manages the Presales department by working with clients to provide technical solutions encompassing networking infrastructure, call control, conferencing, voice and video that effectively change the way that business work and communicate.

#### EDUCATION

Virginia Tech, B.S. Hospitality & Tourism Management

#### CERTIFICATIONS

Cisco CCIE Collaboration Cisco CCDP Cisco CCNP Cisco CCNA Voice Cisco IP Contact Center Express

# Duane Brennan

Manager, Solutions Architect dbrennan@absnt.com

#### REPRESENTATIVE PROJECT EXPERIENCE

#### UC9 Upgrade & Dial Plan Redesign, ODU, Virginia Beach, VA

ODU is upgrading their current environment (7 CUCM servers, 2 UnityCXN servers, & 2 IPCC Express servers with approx. 7500 devices registered) to UC9. During this process, the system will be integrated with Directory Services with a custom MIDAS application using LDS & the entire dial plan will be changed from 5 digits to 10 do prevent future dial plan overlap. The foundation and quantity of servers is being re-architected to support a closer integration with the secured network to allow for a foundation to provide collaboration – directly in the future with Jabber for IM & Presence. In addition, many of the users will be able to experience new features with the CCM User page, Cisco Unity PCA, Single Inbox, and Extension Mobility.

#### UC9 Upgrade and Re-Architecture, Bon Secours, Virginia

Bon Secours is upgrading their UC environment from  $7\times$  to  $9\times$  to provide further platform compatibility and keep the software under full maintenance support. In addition to the upgrade to UC9, the system is being re-designed to mitigate other issues with the existing environment. The Amcom operators are being migrated to s separate cluster to allow more flexibility in maintenance for the remainder of the users (approx 7500); this separate cluster is based on the environment that currently exists so the entire dial plan and call routing setup is being re-designed. The UC9 cluster will be relocated to two different locations to centralize it and provide more of a geographical redundancy.

#### UC9 and Collaboration, Christian Broadcast Network (CBN), Hampton Roads, VA

ABS created a solution for Social Miner to provide chat service for the contact center, IM & Presence service via Jabber, and an on-premise WebEx solution using CWMS. The existing UC applications, CUCM & Contact Center, were upgraded and integrated with Active Directory for the directory and authentication as well as having some services redistributed across the servers. Jabber was implemented with the UC9 infrastructure to provide desktop control of the phones and improve collaboration and internal communications by allowing all users to access each other with immediate availability. Social Miner was integrated with a sample page for chat queues to work with the contact center so the foundation is in place until CBN can decide on specifically how this will be used. Finally, the CWMS server was deployed with to support up to 50 concurrent sessions onsite to leverage the internal infrastructure for conference





Focused on Unified Communications, LAN/WAN, and Data Center, Travis Wilson brings a unique background of experience to ABS. In addition to working with Value Added Resellers and consulting firms, he has also been an Independent Consultant and a DoD Contractor in Afghanistan. In addition to architecting designs, Travis has also enjoyed leveraging his expertise to educate others as a Cisco Certified Systems Instructor.

#### EDUCATION

Kentucky Christian University

#### CERTIFICATIONS

CCIE - Voice CCVP - Voice CCNP - Voice CCNP - Route/Switch Cisco IP Telephony Design Specialist Cisco Unity Design Specialist Cisco Rich Media Communications Cisco IP Contact Center Express Specialist

# Travis Wilson

Senior Network Engineer twilson@absnt.com

### REPRESENTATIVE PROJECT EXPERIENCE

#### Cisco IPT Deployment Greensville County Public Schools. Emporia, VA.

Led a team to perform a new IPT deployment with CUCM 7.1.3 Business Edition and Cisco Unity Connection for all schools in the GCPS School system. Project consisted of four schools with CUCM controlling approximately 300 phones and a fifth school where another vender's VolP system was tied in via a Cisco 2811 Voice Gateway.

#### IP Telephony Upgrades, Reckitt Benckiser, Parsippany, NJ

Worked to upgrade the client's cluster and added a second Subscriber to the cluster. Also migrated the Unified Cisco Contact Center Express version and added a second UCCX server and configured it for High Availability.

#### IP Telephony Deployment, Reckitt Benckiser, Belle Meade, NJ

Deployed Cisco IPT at Reckitt's manufacturing facility in Belle Meade, NJ and tied them into their Parsippany, NJ cluster. We also deployed a new Unity server at this site and integrated an existing paging system. The site supported 125 phones.

#### Unified Communications Upgrade, John Tyler Community College, Chester, VA.

Upgraded a Call Manager Publisher and two Subscribers then implemented IPsession for Paging, Dialout, and 911 alerting. Also implemented IPstudio for recording of 911 calls and tied IPsession in with IPcelerate's IP Speaker server. As part of the project also created configurations between the campuses to allow multicasting and routing updates to be sent securely over a shared MPLS network.

#### IP Telephony Deployment, Reckitt Benckiser, St. Peters, MO

Deployed Cisco IPT at Reckitt's manufacturing facility in St. Peters, MO and tied them into their Springfield, MO cluster. We also deployed a new Unity server at this site and integrated an existing paging system. The site supported 181 phones.

#### Cisco IPT Migration Norfolk Redevelopment and Housing Authority. Norfolk, VA

Upgraded the client's Call Manager and Unity Versions and installed them on new hardware. Also performed an in place migration from UCCX upgrade as well.

#### Site-to-Site VPN Migration YMCA of Southampton Roads, Chesapeake, VA

The client switched service providers at their headquarters; ABS migrated several sites off of their WAN and into a site-to-site VPN configuration and rolled out a few additional remote sites. Organized and directed a team of Junior Engineers to assist, provided them with configuration templates, direction, and remote assistance. Also reconfigured all of the existing remote sites to migrate them to the new service provider circuit.





Lud Fairchild is an expert IT professional with over fifteen (15) years of experience. His career has spanned key information management systems to fully integrated voice virtualization initiatives. Lud resides in Roanoke, Virginia yet travels throughout the Commonwealth to deliver expertise on communications systems and complementary platforms. He has deployed systems from 5 users to 1000 users across several manufacturer platforms, including Cisco.

#### EDUCATION

Roanoke College, B.A. Criminal Justice

#### CERTIFICATIONS

Cisco CCNA-Routing & Switching: Cisco CCNA Voice: Cisco CCNP Voice,

# Lud Fairchild

Collaboration Engineer

### REPRESENTATIVE PROJECT EXPERIENCE

#### TEI IPT Unified Communications Project | Truck Enterprises, Harrisonburg, Virginia

This project consisted of Unified Communications (UC) implementations of Cisco Call Manager, Cisco Unity Connections, Cisco Unified Presence Server, Singlewire Paging, and Bridge Operator Console. ABS oversaw the centralized SIP PSTN connectivity at both Hamisonburg and Lynchburg sites, Roanoke, Richmond, Lynchburg, Manassas, Chesapeake, and Keyser WV remote sites connected over MPLS WAN. This project included approximately 300 devices.

#### IPT Upgrade | Virginia Military Institute, Lexington, VA

This project included a UC upgrade of an existing UC system that was outdated (7.1). ABS worked with VMI and designed and installed the upgrade to convert VMI from a 7.1 system to a 9.x on virtualized C220 environment. ABS deployed 2 replacement VGs reusing existing VIC cards. ABS replaced 10 IP7 devices, configured and deployed Singlewire for up to 810 devices, configured CallAware for 911, administrator training, and testing.

#### IPVS Upgrade | Warren County Middle School, Warren County, VAUC

ABS worked with WCPS to install Cisco IPVS comprised of 24XX IPVS Cameras. ABS focused, programmed, and verified archiving of all cameras, and trained the end user administrators. ABS upgraded CUCM 4.2 to 7.1 and verified all functionality/ ABS upgraded CER 1.3 to 7.1 and verified all functionality. ABS upgraded Unity from 4.0 to 7.1 and verified all functionality. ABS deployed 100 CUCM devices to location and verified functionality. ABS designed and implemented a Cisco infrastructure consisting of a 3750 stack and 2960S/2960 access switches. ABS deployed Valcom IP Paging Speakers and IP Clocks. ABS worked with WCPS to design and install a Cisco wireless solution comprised of 1142 AP's and WCS.

#### LCPS IPT Installation| Lynchburg City Public Schools, Lynchburg, VA

This project included a UC implementation migrating the Public Schools off of the Lynchburg City CUCM cluster and onto their own CUCM/CUC cluster. ABS deployed and configured 2 C220 servers with CUCM and CUC, configured 21 sites, configured 890 devices and voicemail boxes, and configured an intercluster trunk between the schools and the city.





Curtis Stabler came to ABS in March 2011, with 13 years of telecommunications experience. Curtis has worked for large Cisco Partners, Fortune 50 companies, and small startups. In addition to Unified Communications, Curtis has worked with traditional telephony, security, routing, and switching.

#### EDUCATION

University of South Florida BA, 1990

#### CERTIFICATIONS

Cisco CCNA-Routing & Switching Cisco CCNP Voice Cisco IP Contact Center Express Specialist

# Curtis Stabler

Technical Team Manager, Collaboration cstabler@absnt.com

### REPRESENTATIVE PROJECT EXPERIENCE

Epic UCCX, Bon Secours Virginia, Richmond, VA. Added a new call center queue. Configured agents, teams, etc. Added CTI triggers. This was added to an existing UCCX environment.

#### BSE P2V, Bon Secours Enterprises, Richmond, VA.

This project prepared the customer for an upgrade to 10.x. The remaining MCS servers the customer had in place were moved onto virtual servers. No other changes were made.

#### BSSC Spok, Bon Secours South Carolina, Greenville, SC

Configured new UCCX queues, agents, teams, etc. and integrating them with Amcom Spok operator console software. Worked closely with 3rd party vendor to configure CTI so that their system can control extension mobility login and agent login. Designed queues that will not have to be changed on the Cisco side as answering services change doctors.

#### Bluefield UC Project, Bluefield College, Bluefield, WV

Greenfield CUCM project, which involved CUCM, CUC, and Jabber for IM and phone control. Assisted and mentored the other engineers working the project.

#### BSE CAP, Bon Secours Enterprises, Richmond, VA

This was a UCCX project for the Central Accounts Payable team. Standard UCCX configuration with integration for Uptivity Call Recording and Cameo Reporting.

#### BSE ISSC, Bon Secours Enterprises, Richmond, VA

This was a UCCX project for the IS Support Center. Standard UCCX configuration with integration for Uptivity Call Recording and Cameo Reporting. Phones and Agents were configured for Extension Mobility to allow hot desking. The system was integrated with a database to allow text to speech reading of the last help desk status. Text to speech was accomplished via Nuance integration.

#### HCPS IPT Upgrade, Henrico County Public Schools, Richmond, VA

This project was a complete CUCM and CUC upgrade for county school system to 8.x. Moved all servers to VMs on C-Series servers. Worked with customer on dial-plan issues.





Greg Harrison joined the ABS Engineering Team in 2006 after working in the public school IT environment for 5 years. Quickly moving up to a Lead Engineering role. Greg obtained multiple certifications and is currently a Senior Collaboration Architect with an active role in mentoring junior to mid-level Unified Communications Engineers.

#### CERTIFICATIONS

Cisco CCNA – Voice Cisco CCNP – Voice Microsoft – MCP

# Greg Harrison

Senior Collaboration Engineer gharrison@absnt.com

### REPRESENTATIVE PROJECT EXPERIENCE

#### VOIP Upgrade and Migration, Orange County Public Schools, Orange, VA

ABS worked to design and implement an upgrade strategy to the client's existing VOIP pilot system at 1 school as well as a migration strategy to move all voice communications from the existing phone system to the Unified Communications platform. Additionally designed and implemented the IPcelerate application to give staff the ability to utilize the phones for broadcast paging in the case of emergencies or everyday use. The analog paging systems at each location was also integrated to provide staff with the capability of simultaneously paging via Cisco phones as well as the overhead analog paging systems.

#### Multi-Site VOIP Implementation, Bon Secours New York, New York, NY.

ABS worked with the client to create a design that was based upon an enterprise solution blueprint being adopted across the Bon Secours Health Systems to implement an IP Telephony solution. The initial goal was to satisfy the new site's voice needs while creating an unprecedented foundation to build upon in the future. The solution consisted of utilizing the Data Center located in Richmond, VA as well as the local Data Center located in the Good Samaritan Hospital in Suffern, NY. ABS implemented 62 phones spread between 3 different facilities.

#### Multi-Site VOIP and Emergency Notification Implementation, Radford University, Radford, VA.

ABS worked with the Radford University to design and implement a migration strategy to move all voice communications from their aging PBX infrastructure to their Unified Communications platform. This project consisted of a 22-site upgrade as well as a product integration (IPcelerate) to provide a campus wide audible notification system for emergency situations.

#### Multi-Site VOIP and Emergency Notification Implementation, Radford University, Radford, VA.

ABS worked with the Radford University to design and implement a migration strategy to move all voice communications from their aging PBX infrastructure to their Unified Communications platform. This project consisted of a 22-site upgrade as well as a product integration (IPcelerate) to provide a campus wide audible notification system for emergency situations.

#### Cisco VOIP Implementation, Christian Broadcast Network, Virginia Beach, VA.

Worked side by side with the client to design and implement an upgrade strategy to migrate both their existing Nortel system and their pilot VOIP system, to the Cisco Unified Communications platform. Also integrated Cisco Emergency Responder as part of this project adequately prepare client for emergency situations.





Nick Fletcher's IT background comes from 8 years served as a contractor supporting the US Navy's implementation of UC solutions across networks. The emphasis of military communication resided in fully-hardened secure systems that could withstand advanced intrusion techniques. Nick was the lead engineer supporting the SPAWAR interoperability testing facility in Portsmouth, VA. His experience with system interoperability and information assurance levels make Nick a valuable asset to the ABS team.

#### EDUCATION

James Madison University, B.S. Integrated Science and Technology

CERTIFICATIONS CONARS, CONA Voice, CONP Voice, PMP

# Nick Fletcher

Senior Collaboration Engineer nfletcher@absnt.com

### REPRESENTATIVE PROJECT EXPERIENCE

#### Courthouse IPT, City of Norfolk, Norfolk, VA

Incorporate a new off-campus practice into City of Norfolk's Cisco Unified Communication Manager (CUCM) duster. CUCM cluster was initially installed and commissioned in accordance with VMware and Cisco best-practices. Dual SIP trunks were configured for external call-routing survivability from either headquarter site as well as all of the core system functionality of CUCM, Cisco Unity Connection (CUC) and Cisco Emergency Responder (CER), including NIC tearning hardware and software media resources, dial plan basics, calling permissions/restrictions, voicemail, Auto-attendants, Emergency Response Locations, etc. Another focus of this project was administrator training – due to admins previously being unfamiliar with Cisco UC, a major effort to inform / train the administrators of the new system – for which ABS received a letter of commendation from the customer for their level of expertise and patience to do what's right by the customer.

#### Slover Library IPT, City of Norfolk, Norfolk, VA

First site to go live on the City of Nonfolk's Cisco UC suite. A CUCM, CUC, CER, IM&P deployment was undergone to modernize the city's voice system from a legacy Avaya PBX to VoIP. There was a significant gap in administrators' comfort level with this new technology; so in addition to deploying new SIP trunks, dial plan, emergency response integration, and voicemail – ABS conducted in-depth, hands-on training throughout the course of the project to familiarize admins with their new technology.

#### Patterson Ave Family Practice IPT, Bon Secours, Richmond, VA

Project involved the deployment of VoIP endpoints for all users at this site. User training was conducted with this unfamiliar technology to ensure a high level of customer satisfaction. CER (Cisco Emergency Responder) was configured to dynamically support phones' e911 emergency response locations.





University - Master of E State University - Bachek , Information Technology

#### CERTIFICATIONS

COVP/CONP VOICE

# Phillip Donkor

Senior Solutions Engineer PDonkor@abstechnology.com

### REPRESENTATIVE PROJECT EXPERIENCE

#### Unified Communications Install, Prince William County Service Authority, Woodbridge VA

Replaced an existing Nortel system with a Cisco UC Solution for 350+ users. This introduced new features and capabilities including Unified Messaging, Enhanced 911, and Mobile Remote Access using Jabber.

#### Unified Communications Upgrade, Powhatan County, Powhatan VA

Upgraded the UC cluster from version 7.x to version 10.5x for 250+ users. Deployed new features and products including Unified Messaging and InformaCast Paging.

#### Unified Communications Installation, Bon Secours St. Francis OB/GYN, Richmond, VA

Replaced a legacy Nortel system with Cisco Phones, Voicemail and a Contact Center for 60+ users.

#### Unified Communications Implementation, Bon Secours Richmond, Richmond VA

Deployed Cisco phones, Voicemail and Paging at a new facility.

#### Cisco Emergency Responder Remediation, Bon Secours Richmond, Richmond, VA

Validated and remapped locations of all Cisco phones to street addresses for the purposes of Enhanced 911 dialing for all Bon Secours Richmond branches and locations.



c. Does the offerer include a single primary point of contact for the VASCUPP institutions for sales, support and problem resolution? If so, please provide the name and contact information.

ABS has a dedicated contracts manager who will be the single point of contact on record for this contract. If there are any sales, support or problem resolution situations that need to be addressed, the ABS contracts manager can quickly get the client in contact with the appropriate team member.

Kristen Kavakava, Contracts Administrator 757.419.2204 kkavakava@abstechnology.com

In addition, ABS offers a direct Sales line that is monitored daily by our Inside Sales Support team: 757.419.2228.

d. Provide a list of institutions of higher education with which your firm has a signed term contract.

ABS does not currently hold a contract directly with any institutions of higher education as a prime contractor. However, ABS is listed as an authorized vendor on two VASCUPP Contracts:

Virginia Commonwealth University Contract # UCP-3491557JC – Cisco Products and Services

University of Virginia Contract # MNWNC-122 – Nimble Storage Products/Software/Services

e. Provide the amount of annual sales the firm has with each VASCUPP Member Institution.

Virginia Commonwealth University - Contract # UCP-3491557JC

Q4 2015	\$ 2,535,610.39
QI 2016	\$ 1,980,941.96
Q2 2016	\$ 6,166,074.07
Q3 2016	\$ 2,629,535.84
Total	\$ 13,312,162.26

University of Virginia – Contract # MNWNC-122

Nov-15	\$	-
Dec-15	\$	-
Jan-16	\$	-
Feb-16	\$ 62,694.07	
Mar-16	\$	-
Apr-16	\$ 144,421.04	
May-16	\$ 72,932.22	
Jun-16	\$	-



Jul-16	\$ 49,581.38	
Aug-16	\$	-
Sep-16	\$	-
Oct-16	\$	-
Total	\$ 329,628.71	

#### 4. (Page 14, Section VI, Subsection B.8)

Does your firm agree to accept the Bank of America Visa Corporate Purchasing Card for orders of \$5,000 or less?

#### Yes ABS agrees to accept this form of payment.

#### 5. (Page 14, Section VI, Subsection B.9)

Does your company accept the terms and conditions as presented in Section X, General Terms and Conditions and in Section XI, Special Terms and Conditions to govern the contract?

Yes X\_\_\_\_ No \_\_\_\_\_

If "NO," identify the specific term and condition(s) and the reason for non-compliance.

#### 6. (Page 14, Section VI, Subsection B.10)

Small, Women-Owned and Minority-Owned Business commitment for utilization.

The Offeror must submit complete information on Appendix I unless the Offeror is a Department of Small Business and Supplier Diversity (DSBSD). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

# ABS is a certified small business and has provided our SWaM Certification number on the transmittal letter, cover page and below:

#### ABS SWaM Certification Number: 8419.

#### 7. (Page 14, Section VI, Subsection B.11)

Method of Payment

The Offeror must complete and submit Appendix II to select an electronic payment method.

#### Please see the attachments section of this proposal for Appendix II.



# **Solution**

#### 8. (Page 12, Section VI, Subsection B.3)

Provide specific plans and approach for providing the proposed services as specified in the Statement of Needs including a statement of understanding that your firm shall comply with the mandatory requirements and indicating the desirable specifications that your firm agrees to provide. Mandatory requirements are designated by the words shall or must and desirable services are designated by the words should or may. The plans should include, but need not be limited to:

 Describe the audio visual and multi-media products offered in the following categories: Broadcast Television Equipment N/A

Multimedia Presentation Equipment N/A

#### Multimedia Development Equipment

Multimedia Presentation equipment will be provided from the vendors as listed in section V.B to be utilized in board/conference rooms, classrooms, as well virtual venues. A variety of vendor options have been included to meet a broad spectrum of multimedia presentation needs.

Satellite Transmitting and Receiving Equipment N/A

#### Teleconferencing and Communication Equipment

Teleconferencing and Communication Equipment can be provided via Cisco Collaboration solutions leveraging both on premise, cloud, and hybrid solution models to meet various conferencing and communication needs. Cisco Telepresence is recommended for teleconferencing specifically. A variety of hardware options have been included to provide the underlying foundation of the network, as well as the servers, storage, and peripherals for the solutions.

#### Computer Presentation Equipment - Streaming and Webcasting

Computer presentation equipment has been provided in regards to the ability to provide the workstation hardware (laptops and desktops) from Dell for end users. The specific streaming and webcasting solution has not been included.

# Broadband Distribution Equipment N/A

#### Multi-Media Furniture

Multimedia Presentation furniture will be provided from the vendors as listed in section V.B to be utilized in board/conference rooms, classrooms, as well as other pertinent venues. A variety of vendor options have been included to meet a broad spectrum of multimedia presentation needs. Prior to purchase of multi-media furniture, it is recommended that customer engages ABS and its partners to evaluate the venue needs and customer requirements to ensure the purchased furniture aligns with the expressed needs of the space and multi-media hardware to be implemented.



b. Indicate that your firm understands that individual University purchase orders will be issued for individual requirements on an "as needed" basis.

#### ABS understands and complies.

c. Confirm that your firm agrees to freight terms F.O.B. Destination/Pre-paid.

#### ABS agrees and complies.

d. Provide plans to provide the equipment and services specified in Section V.B.

ABS follows a standard quote/order/delivery process. All orders and requests will be quoted by ABS for Hardware/Software/Services leveraging discounts and rates as dictated in section V.B. Upon signature of quote and receipt of Purchase Order ABS will fulfill/deliver orders based on manufacturer lead times for hardware/software. Services lead times will be estimated at time of quote, and will be mutually agreed to at the services kick off meeting on a per project basis.

#### **Project Management**

ABS implements solutions based on industry best-practices. We execute using a strong delivery + project management methodology. Our Project Management Office (PMO) adheres to PMI and ITIL methodology to identify and minimize risk, optimize resources, and ensure timely delivery and adoption of solutions.

ABS' Project Management Office has adopted a series of processes that are in alignment with the Project Management Institute (PMI) and the Information Technology Infrastructure Library framework (ITIL). These professionals work to ensure that projects are completed on-budget, on-time, and within the agreen-upon scope.



The evolution of our approach includes measures and tasks for Quality Assurance, Quality Control, Communications, and Continual Service Improvements. The infographic to the left demonstrates ABS Project Management Methodologies and full processes.



e. Submit a copy of your firm's Class "A" Contractor's License with appropriate specialty classification as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation to perform the AV installation services.

### ABS has provided our Class "A" Contractor's License in the Attachments Sections of this proposal.

f. Describe the proposed approach for the provision of warranty and maintenance under the contract.

All maintenance and support beyond standard warranty will be based on standard manufacturer provided support as quoted/procured with hardware/software purchases. Any services required that are outside of manufacturer warranty will incur standard services rates as listed in the pricing response.

g. Address in detail the additional services listed in Section V.D. of the Statement of Needs that are offered. What, if any, are the costs associated with the services listed in Section V., Item D.2.

The associated costs of organizing and participating in technology shows, as may be agreed upon with the University, to present new products and provide information to University departments vary depending on the level of effort. ABS Technology will participate and organize events at no cost. Organizing a large scale show/conference may incur additional costs varying by the degree of complexity and involvement in the show/conference.

h. Provide a sample quote that provides all of the following information: product number, product description, list price, contract discount, contract price, delivery lead time after receipt of order and contract number.

#### A sample ABS quote has been provided in the attachments section of the proposal.

i. Provide an implementation schedule indicating how long after the award of the contract it shall take your company to begin accepting orders from authorized users of the contract and delivering audio visual products and services.

ABS will be ready to accept and deliver orders within 30 days of contract award. All orders and requests will be quoted by ABS for Hardware/Software/Services leveraging discounts and rates as dictated in section V.B. upon signature of quote and receipt of Purchase Order ABS will fulfill orders based on manufacturer lead times for hardware/software. Services lead times will be estimated at time of quote, and will be mutually agreed to at the services kick off meeting on a per project basis.



### 9. (Page 13, Section VI, Subsection B.4)

Utilization of the words "shall" or "must" in Section V, Statement of Needs indicates a mandatory requirement:

Does / Shall your company comply with mandatory requirements as presented in Section V, Statement of Needs?

Yes **X** No

If "NO," identify the specific requirement and the reason for non-compliance.

#### 10. (Page 13, Section VI, Subsection B.5-6)

Utilization of the words "should" or "may" in Section V, Statement of Needs indicates a nonmandatory requirement.

Does / Shall your company comply the non-mandatory requirements as presented in Section V (i.e. "should" becomes "shall")?

Yes \_X\_\_\_ No \_\_\_\_

If "NO," identify the specific requirement and the reason for non-compliance.



### Pricing

#### I. (Page II. Section VI, Subsection B.2)

a. Describe the proposed discount pricing structure for the required equipment categories listed Section V, Item A. 2. Provide a list of the brands of AV equipment, equipment categories and the discount from the manufacturer list price by brand and equipment category offered to include but not limited to the manufacturers that VCU uses below. VCU prefers that the deepest discounts are for the largest volume manufacturers listed below with competitive discounts off other manufacturers and types of AV equipment that your company sells.

The below provided discounts represent the minimum discount that ABS will provide in each category. Deeper discounts can sometimes be achieved through special programs and promotions being offered by the manufacturer. ABS will always try to achieve the best discount and pass along those benefits ot the customer.

Equipment Category	Brand	Product Type	Discount to Client
Teleconferencing and			
Communication Equipment	Cisco	Hardware	40%
Teleconferencing and			
Communication Equipment	Cisco	Maintenance	32%
Teleconferencing and			
Communication Equipment	Meraki	Hardware	40%
Teleconferencing and			
Communication Equipment	Meraki	Maintenance	38%
Teleconferencing and			
Communication Equipment	Fortinet	Hardware	20%
Teleconferencing and			
Communication Equipment	Fortinet	Maintenance	15%
Teleconferencing and			
Communication Equipment	Dell	Hardware	20%
Teleconferencing and			
Communication Equipment	Dell	Maintenance	15%
Teleconferencing and			
Communication Equipment	Brocade	Hardware	25%
Teleconferencing and			
Communication Equipment	Brocade	Maintenance	12%



Teleconferencing and			
Communication Equipment	Sharp	Hardware	15%
	F		
Teleconferencing and			
Communication Equipment	Sharp	Maintenance	5%
Teleconferencing and			
Communication Equipment	Logitech	Hardware	20%
Teleconferencing and			
Communication Equipment	Logitech	Maintenance	15%
Teleconferencing and			
Communication Equipment	EMC	Hardware	15%
Teleconferencing and			
Communication Equipment	EMC	Maintenance	15%
Teleconferencing and			
Communication Equipment	Nimble	Hardware	15%
Teleconferencing and			
Communication Equipment	Nimble	Maintenance	15%
Teleconferencing and			
Communication Equipment	Simplivity	Hardware	15%
Teleconferencing and			
Communication Equipment	Simplivity	Maintenance	15%
Computer Presentation Equipment	Dell	Hardware	20%
Computer Presentation Equipment	Dell	Maintenance	15%
Multimedia Presentation	Barco	Monitors	3%
	Elo Touch		
Multimedia Presentation	Solutions	Monitors	3%
Fruitimedia Presentation	Solutions	Monitors	3/6
Multimedia Presentation	LG	Monitors	3%
Multimedia Presentation	NEC	Monitors	3%
Multimedia Presentation	Panasonic	Monitors	5%
Multimedia Presentation	Planar	Monitors	3%
			o/c
Multimedia Presentation	Samsung	Monitors	3%
Multimedia Presentation	Sharp	Monitors	5%
	P		570



Multimedia Presentation	Toshiba	Monitors	3%
Multimedia Presentation	Viewsonic	Monitors	3%
Multimedia Presentation	LG	Televisions	3%
Multimedia Presentation	NEC	Televisions	3%
Multimedia Presentation	Panasonic	Televisions	5%
Multimedia Presentation	Samsung	Televisions	3%
Multimedia Presentation	Sony	Televisions	3%
Multimedia Presentation	SunBrite	Televisions	3%
Multimedia Presentation	Sharp	Televisions	5%
Multimedia Presentation	NEC	Direct View LED	3%
Multimedia Presentation	Planar	Direct View LED	3%
Multimedia Presentation	Samsung	Direct View LED	3%
Multimedia Presentation	ADTI Media	Direct View LED	3%
Multimedia Presentation	Sharp	Direct View LED	5%
Multimedia Presentation	ClearOne	All-In-One Digital Signage	5%
	Elo Touch	All-In-One Digital	
Multimedia Presentation	Solutions	Signage	3%
Multimedia Presentation	LG	All-In-One Digital Signage	3%
Multimedia Presentation	NEC	All-In-One Digital Signage	3%
Multimedia Presentation	Samsung	All-In-One Digital Signage	3%
Multimedia Presentation	Sharp	All-In-One Digital Signage	5%
Multimedia Presentation	Barco	Video Wall Solutions	3%
Multimedia Presentation	LG	Video Wall Solutions	3%

25



		Video Wall	
Multimedia Presentation	NEC	Solutions	3%
		Video Wall	
Multimedia Presentation	Panasonic	Solutions	5%
		Video Wall	
Multimedia Presentation	Planar	Solutions	3%
		Video Wall	
Multimedia Presentation	Samsung	Solutions	3%
		Video Wall	
Multimedia Presentation	Sharp	Solutions	5%
		Video Wall	
Multimedia Presentation	Toshiba	Solutions	3%
		Video Wall	
Multimedia Presentation	tvOne	Solutions	3%
		Interactive/Touch	
Multimedia Presentation	Da-Lite	Displays	5%
	Elo Touch	Interactive/Touch	
Multimedia Presentation	Solutions	Displays	3%
		Interactive/Touch	
Multimedia Presentation	Epson	Displays	3%
		Interactive/Touch	
Multimedia Presentation	Hitachi	Displays	4%
		Interactive/Touch	
Multimedia Presentation	InFocus	Displays	3%
		Interactive/Touch	
Multimedia Presentation	LG	Displays	3%
		Interactive/Touch	
Multimedia Presentation	NEC	Displays	3%
		Interactive/Touch	
Multimedia Presentation	Panasonic	Displays	5%
		Interactive/Touch	
Multimedia Presentation	Planar	Displays	3%
		Interactive/Touch	
Multimedia Presentation	Samsung	Displays	3%

26



		Interactive/Touch	
Multimedia Presentation	Sharp	Displays	5%
		Interactive/Touch	
Multimedia Presentation	Starboard	Displays	5%
		Interactive/Touch	
Multimedia Presentation	SunBrite	Displays	3%
		Interactive/Touch	
Multimedia Presentation	TouchSystems	Displays	5%
		Outdoor/High	
Multimedia Presentation	ADTI Media	Bright Displays	3%
		Outdoor/High	
Multimedia Presentation	LG	Bright Displays	3%
		Outdoor/High	
Multimedia Presentation	NEC	Bright Displays	3%
		Outdoor/High	
Multimedia Presentation	Panasonic	Bright Displays	5%
		Outdoor/High	
Multimedia Presentation	Peerless-AV	Bright Displays	3%
		Outdoor/High	
Multimedia Presentation	Planar	Bright Displays	3%
		Outdoor/High	
Multimedia Presentation	Samsung	Bright Displays	3%
		Outdoor/High	
Multimedia Presentation	SunBrite	Bright Displays	3%
Multimedia Presentation	Barco	Projectors	13%
Multimedia Presentation	Canon	Projectors	5%
Multimedia Presentation	Epson	Projectors	3%
Multimedia Presentation	Hitachi	Projectors	4%
Multimedia Presentation	InFocus	Projectors	3%
Multimedia Presentation	NEC	Projectors	3%
Multimedia Presentation	Optoma	Projectors	3%
Multimedia Presentation	Panasonic	Projectors	15%



Multimedia Presentation	Viewsonic	Projectors	3%
Multimedia Presentation	Da-Lite	Projection Screens	11%
Multimedia Presentation	Dragonfly	Projection Screens	20%
Multimedia Presentation	Draper	Projection Screens	10%
Multimedia Presentation	Screen Innovations	Projection Screens	3%
Multimedia Presentation	Stewart	Projection Screens	3%
Multimedia Presentation	NEC	Video Production	3%
Multimedia Presentation	Panasonic	Video Production	5%
Multimedia Presentation	Samsung	Video Production	3%
Multimedia Presentation	Atlas	Amplifiers & Speakers	18%
Multimedia Presentation	Bose	Amplifiers & Speakers	3%
Multimedia Presentation	Bowers & Wilkins	Amplifiers & Speakers	5%
Multimedia Presentation	Crown	Amplifiers & Speakers	15%
Multimedia Presentation	Episode	Amplifiers & Speakers	15%
Multimedia Presentation	JBL	Amplifiers & Speakers	8%
Multimedia Presentation	Lab Gruppen	Amplifiers & Speakers	3%
Multimedia Presentation	QSC	Amplifiers & Speakers	3%
Multimedia Presentation	Tannoy	Amplifiers & Speakers	10%
Multimedia Presentation	Tascam	Amplifiers & Speakers	7%
Multimedia Presentation	Listen Technologies	Assistive Listening	5%

28



		Digital Signal	
Multimedia Presentation	Bose	Processors	3%
		Digital Signal	
Multimedia Presentation	dbx	Processors	20%
		Digital Signal	
Multimedia Presentation	Lexicon	Processors	5%
		Digital Signal	
Multimedia Presentation	Tascam	Processors	4%
Multimedia Presentation	Atlas	Microphones	18%
Multimedia Presentation	AKG	Microphones	10%
Multimedia Presentation	ClearOne	Microphones	5%
Multimedia Presentation	JBL	Microphones	8%
Multimedia Presentation	Panasonic	Microphones	5%
Multimedia Presentation	Atlas	Mixers	18%
Multimedia Presentation	AKG	Mixers	10%
Multimedia Presentation	ClearOne	Mixers	5%
Multimedia Presentation	JBL	Mixers	8%
Multimedia Presentation	QSC	Mixers	3%
Multimedia Presentation	SoundCraft	Mixers	5%
Multimedia Presentation	Tascam	Mixers	7%
		Recording, Playback	
Multimedia Presentation	ClearOne	& Streaming	5%
		Recording, Playback	50/
Multimedia Presentation	Lexicon	& Streaming	5%
		Recording, Playback	
Multimedia Presentation	Panasonic	& Streaming	5%
	_	Recording, Playback	
Multimedia Presentation	Tascam	& Streaming	4%
Multimedia Presentation	AMX	Control Systems	19%
Multimedia Presentation	ATEN	Control Systems	5%



Multimedia Presentation	Control4	Control Systems	5%
Multimedia Presentation	Crestron	Control Systems	25%
Multimedia Presentation	Atlas	Cabling	18%
Multimedia Presentation	Binary	Cabling	20%
Multimedia Presentation	C2G	Cabling	15%
Multimedia Presentation	Comprehensive	Cabling	15%
Multimedia Presentation	Kramer	Cabling	15%
Multimedia Presentation	TrippLite	Cabling	15%
		Media	
Multimedia Presentation	AOPEN	Players/Software	5%
		Media	
Multimedia Presentation	BrightSign	Players/Software	3%
		Media	
Multimedia Presentation	ClearOne	Players/Software	5%
		Media	
Multimedia Presentation	ladea	Players/Software	4%
		Media	
Multimedia Presentation	Samsung	Players/Software	3%
		Media	
Multimedia Presentation	Tightrope Media	Players/Software	3%
		Mounts, Stands,	
Multimedia Presentation	Atlas	Enclosures & Racks	18%
		Mounts, Stands,	
Multimedia Presentation	Chief	Enclosures & Racks	5%
		Mounts, Stands,	
Multimedia Presentation	CrimsonAV	Enclosures & Racks	3%
		Mounts, Stands,	
Multimedia Presentation	Peerless-AV	Enclosures & Racks	3%
		Mounts, Stands,	
Multimedia Presentation	Premier	Enclosures & Racks	3%
		Mounts, Stands,	
Multimedia Presentation	TrippLite	Enclosures & Racks	5%



Multimedia Presentation	Jelco	Mounts, Stands, Enclosures & Racks	3%
Multimedia Presentation	Strong	Mounts, Stands, Enclosures & Racks	20%
Multimedia Presentation	Atlas	Power Conditioning/UPS	18%

b. What is the proposed pricing for maintenance after the warranty period? Are any costs associated with installation and system implementation?

All maintenance and support beyond standard warranty will be based on standard manufacturer provided support as quoted/procured with hardware/software purchases. Any services required that are outside of manufacturer warranty will incur standard services rates as listed in the pricing response.

c. Does the offer from your firm include the option to rent equipment? If your firm can provide rental equipment on an "as needed" basis, what are the proposed prices?

ABS is not able to provide rental equipment on an "as needed" basis.

d. For evaluation purposes only, a hypothetical Pricing Schedule is included in Section VII of the RFP. Please fill out and submit the Pricing Schedule with the RFP offer.

Please see below for response to Sections VII.

- 2. (Page 14, Section VII)
  - I. Pricing Schedule:
    - A. Equipment and Furniture:

	Annual Expenditure		% Discount		Discounted Total
Broadcast Television	\$200,000	less	N/A	=	
Multimedia Presentation	\$700,000	less	16.20 %	=	\$586,000
Multimedia Development	\$300,000	less	N/A	=	
Satellite Transmitting and Receiving	\$300,000	less	N/A	=	
Teleconferencing and Communication	\$1,300,000	less	40%	=	\$780,000
(Cisco)					
Computer Presentation (Dell)	\$1,900,000	less	20%	=	\$1,520,000
Broadband Distribution	\$200,000	less	N/A	=	
Multi-media Furniture	\$150,000	less	16.90 %	=	\$124,650
Section A Total:					\$3,010,650



### B. Services (\*\*Example assume Multimedia Presentation Services)

	Annual Expenditure		% Discount	Discounted Total
Annual Maintenance Contracts	\$100,000	less	15%	\$85,000

Hourly Service Rates:

	Annual Number of		Hourly Rate		Annual Total
	Hours				
Maintenance after the warranty	200 hours	Х	\$90	=	\$18,000
Installation	700 hours	Х	\$78	=	\$54,600
Technical Assistance	50 hours	Х	\$90		\$4,500
Training	25 hours	Х	\$90		\$2,250
Section B Total					\$79,350

### C. Rental Equipment - \*\*ABS is not able to provide rental services

	Annual Expenditures		% Discount		Discounted Total
Section C total	\$100,000	less	N/A	=	N/A

### Grand Total Sections A, B, C

#### \$ <u>3,090,000</u>



### **Additional Services Pricing Information**

The pricing provided in the "hypothetical Pricing Schedule" in Section VII is meant to demonstrate a hypothetical pricing situation, and because so, ABS has provided below our services rates which would apply to projects executed under this contract.

		Data Center	Enterprise Networks	Collaboration/TelePresence	General	IT Management
Tier 1	\$ 85.00		Rack + Mount Hardware	Access Points, Phones,, Servers, CP	U's + Peripherals	
Tier 2	\$ 175.00	Install, Configure + Integrate, Interconnect: Server, Server Virtualization, Windows Server OS, Backup	Install, Configure + Integrate, Interconnect: Wireless LAN, Routing, Switching, IPVS, Physical Access Server	Install, Configure + Integrate, Interconnect: Basic Call Control + Voicemail, Basic Paging, End-User Training, Standard Upgrades	\$ 110.00	Install, Configure + Support: Desktop, Laptop, End Users + Peripherals
Tier 3	\$ 195.00	Install, Configure + Integrate, Interconnect: Desktop Virtualization, Storage/Storage Networking, Disaster Recovery/Business Continuity + Replication	Integrate + Design: Security, Firewall, Nexus, Wireless MESH, QoS, NAC, MDM, SourceFire, Intrusion Detection + Prevention	Integrate + Design: Advanced UC, Presence, WebEx, TelePresence (TMS, Conductor, TelePresence Server), Emergency Responder, Advanced Paging, Advanced Upgrades, Admin Training, Contact Center + Scripting, Expressway	\$ 135.00	Administer + Conduct Moves, Adds + Changes for Servers
Tier 4	\$ 225.00	Architect, Consult + Design: CCIE – Data Center, VCDX, or equivalent. vRealize Automation, ViPR, VPLEX	Architect, Consult + Design: CCIE – Network (Route/Switch, Security, WLAN, etc.), CCDE or equivalent	Architect, Consult + Design: CCIE – Collaboration or equivalent, VCS, Contact Center Advanced Scripting, Social Miner, Jabber Guest, CMR Hybrid, Application Integration, API Integration	\$ 195.00	Architect, Design, Install, Configure + Support Document Management and imaging, KeyFile, KeyFlow, File360

	Project Management		Cabling/Physical Acces			Project Management Cabling/Physical Acces			A/V
Tier 1	\$ 85.00	Project Coordinator	\$	50.00	Install, Troubleshoot + Repair Structured Cabling				
Tier 2	\$ 110.00	Project Manager	\$	60.00	Install, Troubleshoot, Splice, Terminate + Test Fiber Optics - Design Cabling, Fiber + Paging Systems	\$ 78.00	Mutlimedia Presentation and Equipment and Furniture and Installation		
Tier 3	\$ 125.00	Sr. Project Manager	\$	125.00	Install Physical Access Hardware Including Door Hardware, Power Supplies + Gateways	\$ 90.00	Maintenance, Configuration, Technical Assistance, and Training		
Tier 4	\$ 175.00	Program Manager	\$	160.00	Design Complex Enterprise-level Structured Cabling/Fiber Plants				



### Attachments

- Sample ABS Quote
- Class "A" Contractor's License
- Sound Decision Company Information
- Appendix II Payment Method
- Acknowledgment of Addendum



### XYZ Corporation: Telepresence Solution

Quote Information:

Prepared for:

Quote #: 012345 Version: 3 Delivered: 11/10/2016 Expires: 12/10/2016 XYZ Corporation John Doe 123 Business St. Virginia Beach, VA 23452 john.doe@xyzcorp.com (757) 555-1234

Contract: 000-1234589

### **Quote Summary**

Amount	Description
\$40,713.75	Cisco Bill of Materials
TBD	Shipping
\$40,713.75	Total

### **Bill of Materials**

Ln #	MFP#	Long Description	QTY	Unit MSRP	Discount	Unit Price	Extended Price	Lead Time
1	CTS-SX80- IPST60-K9	Cisco SX80 Codec, Speaker Track 60, Touch 10	4	\$12,200.00	32%	\$8,296.00	\$33,184.00	10 days
2	CON-ECDN- SX80IP60	ESS WITH 8X5XNBD Cisco SX80 Codec Speaker Trk 60 Touch 10	4	\$1,839.15	28%	\$1,324.19	\$5,296.75	10 days
3	CTS-PWR- AIR-INJ5+	Power Injector (802.3af)	4	\$0.00	32%	\$0.00	\$0.00	5
6	CAB-DV10- 12.5M	12.5 meter flat grey Ethernet cable for Touch 10	4	\$0.00	32%	\$0.00	\$0.00	
20	CTS-MIC- TABL60	Cisco TelePresence Table Microphone 60	12	\$239.60	32%	\$162.93	\$1,955.14	10 days
21	CON-ECDN- CTSMICTB	ESS WITH 8X5XNBD Cisco TelePresence Table Microphone 60	12	\$32.16	28%	\$23.16	\$277.86	10 days
	20			Cisco B	ill of Materia	als Subtotal		\$40,713.3

Virginia Beach, VA | Richmond, VA | Roanoke, VA

		and the second		the second s		
DEP			AL AND OCCUPAT		JLATION	
EXPIRES ON 02-28-2017			ALTH OF VIRGINIA ite 400, Richmond, VA 232		NUM	BER
02-28-2017	880		e: (804) 367-8500	.55	2705	092029
			R CONTRACTORS			9.5
			CONTRACTOR			
		CLASSIF	ICATIONS ESC			6
					A CONTRACT	
		SYSTEMS & S DLOGY ARCHI	SOLUTIONS INC		A West	80
	5500 GREEN		TEOTO			200
	VIRGINIA BE	ACH, VA 2346	2			1
					1 15	JR.
					Jay W DeB	oer. Director
ALTERATION OF THIS DOCUMENT, USE AFTER EXI THAN THOSE NAMED MAY RESULT IN CRIMINAL PR	PIRATION, OF USE BY PERSONS OF FIT ROSECUTION UNDER THE CODE OF VIR	RGINIA.				
(SEE REVERSE SIDE FOR NA	ME AND/OR ADDRESS CHANG	IE)				
(POCKET CARD) COMMONWEALTH CLASS A BOARD FOR CON	H OF VIRGINIA		THE OF SPORTSONNEL AND OCOUNT		CH HERE)	
CLASS A BOARD FOR CONT CONTRACTOR	TRACTORS		IENT OF PROFESSIONAL AND OCI 9980 Mayland Dr., Sulte 400, Rich		ion .	
*CLASSIFICATIONS* ESC						
NUMBER: 2705092029 EX		lĝ				
INNOVATIVE SYSTEMS & SO ABS TECHNOLOGY ARCHIT		12L				
5500 GREENWICH RD						
VIRGINIA BEACH, VA 23462	Contraction of the second	i -				
	No. Contraction	- Internet in				
ALTERATION OF THIS DOCUMENT, USE AFTER E	EXPIRATION, OR USE BY PERSONS OR FI	RMS OTHER THAN THOSE NAM	MED MAY RESULT IN CRIMINAL PROSECUTIO	IN UNDER THE CODE OF VIRG	INIA.	
						4



High Quality Audio and Video Components 🔹 Home Theater 🔹 Home Automation 🛎 Custom Installations



## Who We Are

For over 24 years, Sound Decision of Virginia has installed high quality audio/video systems, control and automation systems, and security systems throughout the Roanoke Valley, Lynchburg, Smith Mountain Lake, and beyond. From the vision and leadership of founder and owner Dwayne Martin, we focus on building strong, life-long relationships with our clients by delivering custom, user-friendly system designs with an unmatched and unwavering attention to detail.



High Quality Audio and Video Components 

Home Theater
Home Automation
Custom Installations

## What We Do

### **Custom Audio & Video Solutions**

High performance, high quality audio and video components integrated into speakers in every room, a beautiful new Sony 4K TV, and everything in between. Ask us how to listen to all of your favorite streaming services wirelessly with Sonos!

### Security Systems & Cameras

A state-of-the-art security system with remote monitoring from local emergency services and through an app on your phone will allow you to feel comfort in knowing that your home and your family is always safe. High-resolution security cameras will allow you to watch your home even when you're away through an app on your phone or tablet.

### **Complete Control**

With the use of Control4, your lights, thermostats, security system, cameras, A/V components, shades, and much more can be controlled with your phone, tablet, or one of Control4's beautiful interfaces.

### **Automated Lighting**

Control everything from a few light fixtures in your home to every light in the house all from your phone or stylish on-wall controls. We can help your home become more energy efficient by simplifying your lighting control. Talk to us about all of our LED lighting options as well!











## **Industry Relationships**

Our commitment to building and maintaining lifetime relationships with our clients extends to our relationships with the builders that we work with on a daily basis. These builders want to deliver an outstanding commercial or living space to their clients, and they know that they can count on our professional, detail-oriented team to achieve that mutual goal.

### Classical Design, Inc.

3122 Allendale Street Roanoke, VA 24014 Steve Morris: 540-793-2544

### Agsten Homebuilders

38636 Midland Trail East White Sulphur Springs, WV 24986 Peter McKinney: 304-667-9551

### ABS Technology

109 Norfolk Ave SW Roanoke, VA 24011 Robert Kinnison: 540-597-1811

### APPENDIX II INVOICING AND PAYMENT

#### Invoicing:

The Contractor shall submit a fully itemized invoice to <u>Virginia Commonwealth University</u>, <u>Accounts Payable and Support Services</u>, P. O. Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

#### Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm. By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

#### **Payment Methods**

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to <u>commcard@vcu.edu</u>.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <u>http://www.vcu.edu/treasury/VendorACH.htm.</u>

### Contractor must indicate the method of payment selected:

Commercial Card Payment (Wells Fargo VISA)



Automated Clearing House (ACH)

#### Invoicing and Payment Method Acknowledgement:

Signature: Name Printed:	Stephanic Cormier
Title:	Controller
Name of Firm:	ABS Technology
Date:	11/10/16

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual:	Lauren Carsey
Title:	Accounts Receivable Team Lead
Mailing address:	2809 S. Lynnhaven Road, Suite 250
	Virginia Beach, VA 23452
Email address:	lcarsey@abstechnology.com
Phone number:	757-419-2977
Fax number:	757-466-600



### **RFP - Addendum**

DATE: November 1, 2016

ADDENDUM NO. 01 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7058821JC

Commodity/Title: Issue Date: Proposal Due:

VASACUPP Audio Visual Term Contracts October 13, 2016 November 11, 2016 at 11:00 AM

The above is hereby changed to read: See Attached.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour <u>or</u> attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

jie Collect

Jackie Colbert

ABS Technology Name of Firm

Signature/Title

11/11/16 Date

### Questions for Clarification Submitted By Potential Offerors for RFP# 6946149JC

The questions submitted by potential proposers and the answers from VCU are below. The clarifications are in bold and italics.

1. Is it acceptable to exclude pricing for any manufacturers that do not offer products within our chosen categories?

## *It is a business decision whether your firm wants to propose to only sell "chosen" categories and manufacturers.*

2. Can you provide any insight into the type of A/V gear needed for this RFP? We carry a range of products and I am curious if you all are interested in more Commercial Audio/TV's/Home style components.

## Please see Section VI, Item B.2.a on Page 11 of the RFP for a list of the largest volume manufacturers.

3. Since we are a local business (based in Charlottesville), would it help if we could physically swap out any defective gear within a short period of time (1 day)?

### The VASCUPP AV contracts are used by institutions of higher education and localities throughout the Commonwealth of Virginia. It is a business decision what your company wants to propose about swapping out defective gear.

4. I see in the RFP that "installation services are required for approximately 90% of the VCU AV projects" and that bidders "must have a Class "A" Contractor's License"; would you be willing to accept proposals from vendors without a Class A license offering products for projects that do not require installation services?

The contractor must have a Class A Virginia Contractor's License. Having a Class A Contractor's License is a mandatory requirement of the RFP. Companies that do not have a Class A Contractor's License are nonresponsive and not eligible for an award from the RFP.

5. We do not hold a Class "A" contractor's license. We hold a Class "B." Section e. states you must include "a copy of your firm's Class "A" Contractor's License with appropriate specialty classification as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation to perform the AV installation services." Section H. Contractor Registration states that either Class "A" or Class "B" is acceptable. Can you please clarify what is required?

Section H. does not state that either Class "A" or Class "B" is acceptable. Please see the answer to question #4 above.

6. Our company is undergoing SWaM recertification. How will our pending recertification impact our evaluation?

The SWaM's numerical score is for DSBSD registered firms only. If a firm is in the process of completing the registration, the points are only added to the total score after the registration is complete prior to the contract award. The points are not retroactive and are only added at the next milestone scoring during the RFP evaluation for firms that are still under consideration for the contract award.

7. On Page 9 of the VASCUPP Audio Visual Term contract RFP (proposal preparation and submission instructions) proposals are submitted electronically including any proprietary information and excluding any proprietary information. Can you please tell me what proprietary information means?

### Proprietary information is confidential information that could be referred to as a trade secret. It is information that would put your organization at a competitive disadvantage if the information became generally known in the marketplace.

8. We are a small, minority business located in Maryland, and I was just wondering if we have to be located in VA to qualify for this. Any assistance you can provide would be greatly appreciated.

# Your company does not have to be located in Virginia, but a small, minority business must be certified by DSBSD as a small, minority business to be recognized as a SWaM's business for the purposes of the RFP.

9. Can I submit a proposal for VASCUPP inclusion for AV rental and labor services only as I am no longer a reseller of AV equipment?

### As specified in the Statement of Needs, the core requirement for RFP # 7058821JC is the purchase of AV equipment and the installation/support for that equipment. It is a business decision whether your firm wants to compete to provide only rental services for AV equipment.

10. Section VI, Item B.3.g – There is a requirement to provide costs associated with Section V., Item D.4. However, in looking at the RFP, there is not a Section V., Item D.4. Can you please provide the details of this "additional service" requirement? <u>Reference Page 13, Section VI., Item B.3.g.</u>: Change the Item to the following to delete Item D.4.

#### Address in detail the additional services listed in Section V.D. of the Statement of Needs that are offered. What, if any, are the costs associated with the services listed in Section V., Item D.2?

11. Section VI, Item B.2 - There is a list of identified manufacturers to propose and price. Our question is are we able to add to the list to submit?

The manufacturers listed in Section VI, Item B.2.a are the largest volume manufacturers. The list is to solicit the deepest discounts for these largest volume manufacturers and competitive discounts off all other manufacturers and categories of AV equipment that your company sells.



### NEGOTIATION QUESSTIONS FOR RFP #7058821JC VASCUPP Audio visual Term Contracts

1. Utilization of the words "shall" or "must" in Section V, Items A – E, Statement of Needs, indicates a mandatory requirement:

Does / Shall your company comply with mandatory requirements as presented in Section V, Items A – E, Statement of Needs?

Yes \_x\_\_\_ No \_\_\_\_

If "NO," identify the specific requirement and the reason for non-compliance.

Utilization of the words "should" or "may" in Section V, Items A – E, Statement of Needs indicates a non-mandatory requirement.

Does / Shall your company comply the non-mandatory requirements as presented in Section V, Items A – E, Statement of Needs (i.e. "should" becomes "shall")?

Yes \_\_\_\_\_ No \_\_x\_\_\_\_

If "NO," identify the specific requirement and the reason for non-compliance.

Section V.A.7 - The contract should contain provisions for a select group of products for rent on an "as needed" basis. The Contractor should provide the necessary combination of services to include, but not limited to, a rental technician to run the equipment, delivery, setup, and pick-up. Rental equipment may be subject to availability. ABS will not be able to provide equipment rentals as an "on-needed" basis.

2. Does your firm agree to comply with the Procurement Requirements in Section V, Item F. 1-5?

Yes.

3. Does your company agree to the cooperative contract language specified in Section I, Purpose, Page 4?

Yes.

- 4. Proposed Pricing:
  - a. Is the pricing offered the most favorable pricing offered to any customer for the same volume at this particular time? What additional discounts or price breaks can be offered for this contract without changing any of the project approach and deliverables proposed?

ABS works with manufacturers to identify special programs and promotion pricing for certain products and volumes. Whenever possible, ABS will pass-on the most favorable pricing to our client. The below provided discounts represent the best pricing that can be provided for this contract at this time. Additional discounting varies based on each manufacturer and the opportunity size.

From ABS' Original Response: The below provided discounts represent the minimum discount that ABS will provide in each category. Deeper discounts can sometimes be achieved through special programs and promotions being offered by the manufacturer. ABS will always try to achieve the best discount and pass along those benefits to the customer.

b. Submit a revised price list of the brands of AV equipment, equipment categories and the discount from the manufacturer list price by brand and equipment category that is the most favorable pricing offered to any customer for the same volume at this particular time.

Please see the revised price list attached below.

5. Provide written agreement that any boiler plate terms and conditions on quotes for individual AV purchases do not apply and that the terms and conditions of the RFP without any exceptions govern the contract and each project.

ABS understands that contract terms and conditions supersede any ABS terms and conditions that may be included on individual quotes provided to the client.

### ABS Technology Price List for VCU RFP # 7058821JC Revised 1/18/2017

Equipment Category	Brand	Product Type	Discount to Client
Teleconferencing and			
Communication Equipment	Cisco	Hardware	40-46%
Teleconferencing and			
Communication Equipment	Cisco	Maintenance	32%
Teleconferencing and			
Communication Equipment	Meraki	Hardware	40%
Teleconferencing and			
Communication Equipment	Meraki	Maintenance	32%
Teleconferencing and			
Communication Equipment	Fortinet	Hardware	20%
Teleconferencing and			
Communication Equipment	Fortinet	Maintenance	15%
Teleconferencing and			
Communication Equipment	Dell	Hardware	20-35%
Teleconferencing and			
Communication Equipment	Dell	Maintenance	5-10%
Teleconferencing and			
Communication Equipment	Brocade	Hardware	25%
Teleconferencing and			
Communication Equipment	Brocade	Maintenance	12%
Teleconferencing and			
Communication Equipment	Sharp	Hardware	2-20%
Teleconferencing and			
Communication Equipment	Sharp	Maintenance	5-15%
Teleconferencing and			
Communication Equipment	Logitech	Hardware	20%
Teleconferencing and			
Communication Equipment	Logitech	Maintenance	15%
Teleconferencing and			
Communication Equipment	EMC	Hardware	15-40%
Teleconferencing and			
Communication Equipment	EMC	Maintenance	15%
Teleconferencing and			
Communication Equipment	Nimble	Hardware	15%
Teleconferencing and			
Communication Equipment	Nimble	Maintenance	8%
Teleconferencing and			
Communication Equipment	Simplivity	Hardware	15%
Teleconferencing and			
Communication Equipment	Simplivity	Maintenance	10%
Computer Presentation Equipment	Dell	Hardware	20-35%

Computer Presentation Equipment	Dell	Maintenance	10-15%
Multimedia Presentation	Barco	Monitors	3%
	Elo Touch		
Multimedia Presentation	Solutions	Monitors	3%
Multimedia Presentation	LG	Monitors	3-30%
Multimedia Presentation	NEC	Monitors	3%
Multimedia Presentation	Panasonic	Monitors	5-25%
Multimedia Presentation	Planar	Monitors	3%
Multimedia Presentation	Samsung	Monitors	3-25%
Multimedia Presentation	Sharp	Monitors	5-20%
Multimedia Presentation	Toshiba	Monitors	3%
Multimedia Presentation	Viewsonic	Monitors	3%
Multimedia Presentation	LG	Televisions	3-35%
Multimedia Presentation	NEC	Televisions	3%
Multimedia Presentation	Panasonic	Televisions	5-25%
Multimedia Presentation	Samsung	Televisions	3-25%
Multimedia Presentation	Sony	Televisions	3-25%
Multimedia Presentation	SunBrite	Televisions	3%
Multimedia Presentation	Sharp	Televisions	5-20%
Multimedia Presentation	NEC	Direct View LED	3%
Multimedia Presentation	Planar	Direct View LED	3%
Multimedia Presentation	Samsung	Direct View LED	3-25%
Multimedia Presentation	ADTI Media	Direct View LED	3%
Multimedia Presentation	Sharp	Direct View LED	5-20%
Multimedia Presentation	ClearOne	All-In-One Digital Signage	5%
	Elo Touch		
Multimedia Presentation	Solutions	All-In-One Digital Signage	3%
Multimedia Presentation	LG	All-In-One Digital Signage	3-35%
Multimedia Presentation	NEC	All-In-One Digital Signage	3%
Multimedia Presentation	Samsung	All-In-One Digital Signage	3-25%
Multimedia Presentation	Sharp	All-In-One Digital Signage	5-20%
Multimedia Presentation	Barco	Video Wall Solutions	3%
Multimedia Presentation	LG	Video Wall Solutions	3-35%
Multimedia Presentation	NEC	Video Wall Solutions	3%
Multimedia Presentation	Panasonic	Video Wall Solutions	5-25%
Multimedia Presentation	Planar	Video Wall Solutions	3%
Multimedia Presentation	Samsung	Video Wall Solutions	3-25%
Multimedia Presentation	Sharp	Video Wall Solutions	5%
Multimedia Presentation	Toshiba	Video Wall Solutions	3%
Multimedia Presentation	tvOne	Video Wall Solutions	3%
Multimedia Presentation	Da-Lite	Interactive/Touch Displays	5%
	Elo Touch		
Multimedia Presentation	Solutions	Interactive/Touch Displays	3%
Multimedia Presentation	Epson	Interactive/Touch Displays	3%

Multimedia Presentation	Hitachi	Interactive/Touch Displays	4%
Multimedia Presentation	InFocus	Interactive/Touch Displays	3%
Multimedia Presentation	LG	Interactive/Touch Displays	3-35%
Multimedia Presentation	NEC	Interactive/Touch Displays	3%
Multimedia Presentation	Panasonic	Interactive/Touch Displays	5-25%
Multimedia Presentation	Planar	Interactive/Touch Displays	3%
Multimedia Presentation	Samsung	Interactive/Touch Displays	3-25%
Multimedia Presentation	Sharp	Interactive/Touch Displays	5-20%
Multimedia Presentation	Starboard	Interactive/Touch Displays	5%
Multimedia Presentation	SunBrite	Interactive/Touch Displays	3%
Multimedia Presentation	TouchSystems	Interactive/Touch Displays	5%
		Outdoor/High Bright	
Multimedia Presentation	ADTI Media	Displays	3%
		Outdoor/High Bright	
Multimedia Presentation	LG	Displays	3-35%
		Outdoor/High Bright	
Multimedia Presentation	NEC	Displays	3%
		Outdoor/High Bright	
Multimedia Presentation	Panasonic	Displays	5-25%
Multimedia Presentation	Peerless-AV	Outdoor/High Bright	3%
Multimedia Presentation	Feeness-Av	Displays Outdoor/High Bright	3%
Multimedia Presentation	Planar	Outdoor/High Bright Displays	3%
	Tianai	Outdoor/High Bright	578
Multimedia Presentation	Samsung	Displays	3-25%
		Outdoor/High Bright	
Multimedia Presentation	SunBrite	Displays	3%
Multimedia Presentation	Barco	Projectors	13%
Multimedia Presentation	Canon	Projectors	5%
Multimedia Presentation	Epson	Projectors	3%
Multimedia Presentation	Hitachi	Projectors	4%
Multimedia Presentation	InFocus	Projectors	3%
Multimedia Presentation	NEC	Projectors	3%
Multimedia Presentation	Optoma	Projectors	3%
Multimedia Presentation	Panasonic	Projectors	15-35%
Multimedia Presentation	Viewsonic	Projectors	3%
Multimedia Presentation	Da-Lite	Projection Screens	11%
Multimedia Presentation	Dragonfly	Projection Screens	20%
Multimedia Presentation	Draper	Projection Screens	10%
	Screen		
Multimedia Presentation	Innovations	Projection Screens	3%
Multimedia Presentation	Stewart	Projection Screens	3%
Multimedia Presentation	NEC	Video Production	3%
Multimedia Presentation	Panasonic	Video Production	5-25%
Multimedia Presentation	Samsung	Video Production	3-25%

Multimedia Presentation	Atlas	Amplifiers & Speakers	18%
Multimedia Presentation	Bose	Amplifiers & Speakers	3%
	Bowers &		
Multimedia Presentation	Wilkins	Amplifiers & Speakers	5%
Multimedia Presentation	Crown	Amplifiers & Speakers	15%
Multimedia Presentation	Episode	Amplifiers & Speakers	15%
Multimedia Presentation	JBL	Amplifiers & Speakers	8%
Multimedia Presentation	Lab Gruppen	Amplifiers & Speakers	3%
Multimedia Presentation	QSC	Amplifiers & Speakers	3%
Multimedia Presentation	Tannoy	Amplifiers & Speakers	10%
Multimedia Presentation	Tascam	Amplifiers & Speakers	7%
	Listen		
Multimedia Presentation	Technologies	Assistive Listening	5%
Multimedia Presentation	Bose	Digital Signal Processors	3%
Multimedia Presentation	dbx	Digital Signal Processors	20%
Multimedia Presentation	Lexicon	Digital Signal Processors	5%
Multimedia Presentation	Tascam	Digital Signal Processors	4%
Multimedia Presentation	Atlas	Microphones	18%
Multimedia Presentation	AKG	Microphones	10%
Multimedia Presentation	ClearOne	Microphones	5%
Multimedia Presentation	JBL	Microphones	8%
Multimedia Presentation	Panasonic	Microphones	5-25%
Multimedia Presentation	Atlas	Mixers	18%
Multimedia Presentation	AKG	Mixers	10%
Multimedia Presentation	ClearOne	Mixers	5%
Multimedia Presentation	JBL	Mixers	8%
Multimedia Presentation	QSC	Mixers	3%
Multimedia Presentation	SoundCraft	Mixers	5%
Multimedia Presentation	Tascam	Mixers	7%
		Recording, Playback &	
Multimedia Presentation	ClearOne	Streaming	5%
		Recording, Playback &	
Multimedia Presentation	Lexicon	Streaming	5%
	р.,	Recording, Playback &	F0/
Multimedia Presentation	Panasonic	Streaming	5%
Multimedia Presentation	Tascam	Recording, Playback & Streaming	4%
Multimedia Presentation	AMX	Control Systems	  9%
Multimedia Presentation	ATEN	Control Systems	5%
Multimedia Presentation	Control4		<u> </u>
Multimedia Presentation	Crestron	Control Systems	25%
Multimedia Presentation Multimedia Presentation	Atlas	Control Systems	25% 18%
		Cabling	20%
Multimedia Presentation	Binary C2G	Cabling	15%
Multimedia Presentation		Cabling	
Multimedia Presentation	Comprehensive	Cabling	15%

Multimedia Presentation	Kramer	Cabling	15%
Multimedia Presentation	TrippLite	Cabling	15%
Multimedia Presentation	AOPEN	Media Players/Software	5%
Multimedia Presentation	BrightSign	Media Players/Software	3%
Multimedia Presentation	ClearOne	Media Players/Software	5%
Multimedia Presentation	Iadea	Media Players/Software	4%
Multimedia Presentation	Samsung	Media Players/Software	3%
	Tightrope		
Multimedia Presentation	Media	Media Players/Software	3-25%
		Mounts, Stands, Enclosures	
Multimedia Presentation	Atlas	& Racks	18%
		Mounts, Stands, Enclosures	
Multimedia Presentation	Chief	& Racks	5%
		Mounts, Stands, Enclosures	
Multimedia Presentation	CrimsonAV	& Racks	3%
		Mounts, Stands, Enclosures	
Multimedia Presentation	Peerless-AV	& Racks	3%
		Mounts, Stands, Enclosures	
Multimedia Presentation	Premier	& Racks	3%
		Mounts, Stands, Enclosures	
Multimedia Presentation	TrippLite	& Racks	5%
		Mounts, Stands, Enclosures	
Multimedia Presentation	Jelco	& Racks	3%
		Mounts, Stands, Enclosures	
Multimedia Presentation	Strong	& Racks	20%
Multimedia Presentation	Atlas	Power Conditioning/UPS	18%