



VCU Procurement Services

Date: May 20, 2022

Doug Onhaizer
AVI-SPL LLC
540 Huntmar Park Dr.
Herndon, VA 20170

RE: Contract #: 7058821-02JC
Extension of Contract

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

Dear Doug Onhaizer,

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

Your signature constitutes your firm's acceptance of this contract extension. Please return this document by June 10, 2022. Please e-mail the completed form to lofgreenj@vcu.edu. 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,

A handwritten signature in cursive script that reads "Jason Lofgreen".

Jason Lofgreen, CUPO
Senior Buyer

Contract #: 7058821-02JC

RESPONSE:

AVI-SPL LLC

Name of Firm

Steve Benjamin, Executive Vice President, AVI-SPL LLC

Digitally signed by Steve Benjamin,
Executive Vice President, AVI-SPL LLC
Date: 2022.05.20 12:45:46 -04'00'

Signature

Steve Benjamin

Name Printed

Executive Vice President

Title

May 20, 2022

Date



VCU Procurement Services

Date: September 22, 2021

Cindy Turner
AVI-SPL LLC
540 Huntmar Park Dr.
Herndon, VA 20170

RE: Contract #: 7058821-02JC
Extension of Contract

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

Dear Cindy Turner,

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 lofgreenj@vcu.edu. 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, CUPO
Senior Buyer

Contract #: : 7058821-02JC

RESPONSE:

AVI-SPL LLC

Name of Firm

Steve Benjamin,
Executive Vice President

Digitally signed by Steve Benjamin,
Executive Vice President
Date: 2021.09.23 12:03:46 -04'00'

Signature

Steve Benjamin

Name Printed

Executive Vice President

Title

September 23, 2021

Date



VCU Procurement Services

COMMONWEALTH OF VIRGINIA CONTRACT ASSIGNMENT

Contract Number: 7058821-02JC

This Contract Assignment entered into on the date the last signature is affixed below (the "Effective Date") by and among, Audio Fidelity Communications Corp. dba Whitlock, hereinafter called the "Contractor", AVI-SPL, LLC, hereinafter called the "Assigned Contractor," and Virginia Commonwealth University, hereinafter called "VCU".

WHEREAS, VCU and Contractor entered into Contract # 7058821-02JC on March 1, 2017 (the "Contract"); and

WHEREAS, Assigned Contractor bought or otherwise acquired Contractor in whole or in part; and

WHEREAS, the Contract permits assignment of the Contract in accordance with Section X., GENERAL TERMS AND CONDITIONS, Paragraph O., CHANGES TO THE CONTRACT; and

WHEREAS, VCU agrees to assign the Contract from Contractor to Assigned Contractor; and

WHEREAS, Assigned Contractor agrees to be the responsible party to the Contract and to perform in accordance with all of the terms and conditions of the Contract.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the parties hereby agree as follows:

1. VCU agrees to the assignment of Contract # 7058821-02JC from Contractor to Assigned Contractor.
2. Except as expressly modified by this Contract Assignment, Contract # 7058821-02JC remains unchanged and in full force and effect.

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

(signature page follows)

CONTRACTOR:

Audio Fidelity Communications Corp.

dba Whitlock Steve Benjamin, Digitally signed by Steve Benjamin, Executive Vice President

By: Executive Vice President Date: 2021.06.03 08:49:11 -0400

Name Printed: Steve Benjamin

Title: Executive Vice President

Date: June 2, 2021

PURCHASING AGENCY:

Virginia Commonwealth University

By: John McHugh Digitally signed by John McHugh

Name Printed: John McHugh EE6DA7427C87468

Title: Director, Procurement Services

Date: 6/10/2021

ASSIGNED CONTRACTOR:

AVI-SPL LLC Steve Benjamin, Digitally signed by Steve Benjamin, Executive Vice President

By: Executive Vice President Date: 2021.06.03 08:49:49 -0400

Name Printed: Steve Benjamin

Title: Executive Vice President

Date: June 2, 2021



VCU Procurement Services

January 25, 2021

Steve Benjamin
540 Hunter Park Dr., Suite B
Herndon, VA 20170

RE: Contract #: 7058821-02JC
Renewal No. Four of Four (FINAL)

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

Dear Mr. Benjamin,

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

Section XI, Item V of Contract #: 7058821-02JC;

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: 03/01/2021 through 02/28/2022.

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 new 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 02/20/2021. If you have any questions, please contact me at (804) 628-2897.

Sincerely,

Jason Lofgreen, CUPO
Senior Buyer


Contract #: 7058821-02JC

RESPONSE:

AVI-SPL LLC

Name of Firm

Steve Benjamin, Executive Vice
President

 Digitally signed by Steve Benjamin, Executive Vice
President
Date: 2021.02.08 12:08:07 -05'00'

Signature

Steve Benjamin

Name Printed

Executive Vice President

Title

2-8-2021

Date



VCU Procurement Services

January 23, 2020

Steve Benjamin
540 Hunter Park Dr., Suite B
Herndon, VA 20170

RE: Contract #: 7058821-02JC
Renewal No. Three of Four (4)

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

Dear Mr. Benjamin,

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

Section XI, Item V of Contract #: 7058821-02JC;

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: 03/01/2020 through 02/28/2021.

- 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 new 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 02/25/2020. 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

Contract #: 7058821-02JC

RESPONSE:

Audio Visual Innovations, Inc
Name of Firm

Signature

Steve Benjamin
Name Printed

Executive Vice President
Title

2/18/2020
Date



VCU Procurement Services

Date: December 7, 2018

Audio Visual Innovations, Inc.
540 Huntmar Park Drive, Suite B
Herndon, VA 20170

RE: Renewal No.: Two (2) 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

Dear Sylvia Gil:

The VASCUPP cooperative contract # 7058821- 02JC 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 new 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 pbanks3@vcu.edu. If you have any questions, please contact me at (804) 828-0160.

Sincerely,

Princess Banks
Senior Buyer

RESPONSE:

Contract #: 7058821-02JC

Audio Visual Innovations, Inc.
Name of Firm

Signature

Steve Benjamin
Name Printed

Executive Vice President
Title

1-24-2019
Date



VCU Procurement Services

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 new 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-(02JC)

RESPONSE:

Audio Visual Innovations, Inc.
Name of Firm

Signature

Steve Benjamin
Name Printed

Executive Vice President
Title

2-8-2018
Date



VCU

Make it real.

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: 7058821-02JC

This contract entered into by Audio Visual Innovations, Inc., 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 10, 2016; and
- (4) The Negotiated Modification dated January 16, 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:
Audio Visual Innovations, Inc.

By: _____
Name Printed: Steven Benjamin

Title: Executive Vice President
Date: 02/23/2017

PURCHASING AGENCY:
Virginia Commonwealth University

By: Karol Kain Gray
Name Printed: Karol Kain Gray

Title: VP Finance and Budget
Date: 2/24/17

**Steven
Benjamin**

Digitally signed by Steven Benjamin
DN: cn=Steven Benjamin, o, ou, email=kaye.burchenson@avis.pl.com, c=US
Date: 2017.02.23 14:36:04 -05'00'



VCU

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

Request for Proposals RFP #7058821JC

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.

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I. PURPOSE:

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, multi-media 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 (<https://vascupp.org>)
- B. Rules Governing Procurement of goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the commonwealth of Virginia (<https://vascupp.org>)

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, jcolbert@vcu.edu. 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 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

JBL
Logitech
Middle Atlantic
NEC
Netgear
Planar
QSC
Radio Design Labs
Sharp
Shure
Smart Technologies
Sony
TrippLite
Vaddio
Vutec

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 non-mandatory 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. PRICING 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 only 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. Equipment and Furniture:

	Annual			
	Expenditures		% Discount	Discounted Total
Broadcast Television	\$200,000.	less	_____ %	= \$ _____
Multimedia Presentation	\$700,000.	less	_____ %	= \$ _____
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. Services:

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. Rental Equipment:

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 <http://www.eva.virginia.gov>.

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.

Use of Subcontractors: 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: swamreporting@vcu.edu

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. **PURCHASING MANUAL:** 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 <http://procurement.vcu.edu/> or a copy can be obtained by calling VCU Procurement Services at (804) 828-1077.
- B. **APPLICABLE LAW AND COURTS:** 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. **ANTI-DISCRIMINATION:** 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. ETHICS IN PUBLIC CONTRACTING: 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. IMMIGRATION REFORM AND CONTROL ACT OF 1986: 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. DEBARMENT STATUS: 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. ANTITRUST: 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. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: 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. FINAL OF TERMS: 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. PAYMENT:

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. PRECEDENCE OF TERMS: 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. QUALIFICATIONS OF OFFERORS: 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. TESTING AND INSPECTION: VCU reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: 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.
- O. CHANGES TO THE CONTRACT: 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. **DEFAULT:** 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. **USE OF BRAND NAMES:** 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. **TRANSPORTATION AND PACKAGING:** 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. **INSURANCE:** 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. ANNOUNCEMENT OF AWARD: 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 <http://www.eva.virginia.gov> for a minimum of ten (10) days.

U. DRUG-FREE WORKPLACE: 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. NONDISCRIMINATION OF CONTRACTORS: 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. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: 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. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA). 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 be responsible for the education of only for the purpose of fulfilling its duties under this Contract for the 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. ADVERTISING: 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. ASBESTOS: 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. AUDIT: 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. BEST AND FINAL OFFER (BAFO): 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. PROPOSAL ACCEPTANCE PERIOD: 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. PROPOSAL PRICES: 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. CANCELLATION OF CONTRACT: 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. **CONTRACTOR'S TITLE TO MATERIALS:** 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. **DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. 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. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** 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. **DRUG FREE WORKPLACE:** 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. **EXTRA CHARGES NOT ALLOWED:** 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. **FINAL INSPECTION:** 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. **IDENTIFICATION OF PROPOSAL:** The proposal package should be identified as follows:

From: _____

Name of Offeror	Due Date	Time

Street or Box Number	RFP No.	

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 the issuing office 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. 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.

- P. **INDEMNIFICATION:** 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 in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- Q. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- R. **LIMITATION OF LIABILITY:** 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. MAINTENANCE MANUALS: The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- T. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- U. QUANTITIES: 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. RENEWAL OF CONTRACT: 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. SUBCONTRACTS: 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. WARRANTY (COMMERCIAL): 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. WORK SITE DAMAGES: 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. POLICY OF EQUAL EMPLOYMENT: 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. COMMUNICATIONS: 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. SECTION 508 COMPLIANCE: 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. NONVISUAL ACCESS TO TECHNOLOGY: 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 peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

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

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

DD. DETERMINATION OF RESPONSIBILITY: 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. PROTEST: 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, 5th 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. 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.

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/document-library/RFP Website Link Appendix 1.pdf](http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP%20Website%20Link%20Appendix%201.pdf)

- B: Appendix II – Invoicing and Payment

[http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP Website Link Appendix 2.pdf](http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP%20Website%20Link%20Appendix%202.pdf)



VCU
VIRGINIA COMMONWEALTH UNIVERSITY

RFP - Addendum

DATE: November 1, 2016

ADDENDUM NO. 01 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7058821JC

Commodity/Title:	VASACUPP Audio Visual Term Contracts
Issue Date:	October 13, 2016
Proposal Due:	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 or 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,

A handwritten signature in blue ink that reads "Jackie Colbert".

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 AV 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 non-responsive 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 re-certification 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?

Reference Page 13, Section VI., Item B.3.g.: 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?

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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.

Audio Video Products and A/V Production Services

VIRGINIA COMMONWEALTH UNIVERSITY



VCU

Request for Proposal 7058821JC VASCUPP Audio Visual Term Contracts



540 Huntmar Park Dr., Suite B
Herndon, VA 20170
(301) 306-120 Fax (301) 306-7540
www.avispl.com

Prepared By: Gil
Sylvia
Gil.Sylvia@avispl.com
November 11, 2016

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TRANSMITTAL LETTER



Corporate HQ
6301 Benjamin Road
Suite 101
Tampa, FL 33634
Phone: 813.884.7168
Toll Free: 800.282.6733
Fax: 813.882.9508
www.avispl.com

November 11, 2016

Jackie Colbert
Virginia Commonwealth University
912 W Grace St, 5th Floor
Richmond, Virginia 23284-0327

Dear Miss Colbert:

Audio Visual Innovations, Inc. is pleased to respond to Virginia Commonwealth University Request for Proposal (RFP) VASCUPP Audio Visual Terms Contracts. Our response will include the requested and required supplier information as well as our account management plan, an overview of our strategic partnerships, our reporting plan, our long term vision and strategic plans for supporting VCU and the resulting contract. The Appendix A-E will feature our Proposed SLA's, SWaM procurement plan, Pricing, State Corporation Commission Form and Supplier Exceptions.

Within the proposal, we will address the total costs associated with this offering, the level of quality Audio Visual Innovations will provide, an overview of our process, performance and capabilities and our pertinent and relevant skills. It is our firm commitment and belief that we have the most qualified and abundant resources to successfully integrate audio visual solutions for the Virginia Commonwealth University. Our team of experienced engineers, account managers and executives have thoroughly reviewed the scope and goals outlined in this RFP and have developed a comprehensive, cost-effective catalog of solutions and services based on VCU's requirements.

Your contract requires the expertise and experience that Audio Visual Innovations has been providing for over 30 years. To ensure this contract is a success and to guarantee your satisfaction, I intend to provide personal oversight. Our Project Managers, Engineers, Operations Managers, Installation Technicians, and Support Staff will provide me with regular updates regarding their progress until installation and final acceptance are complete, which I in turn will communicate to Virginia Commonwealth University.

Audio Visual Innovations, Inc.'s EVA Vendor ID# is C23487.

On the following page, I have identified, for your convenience, the persons responsible for negotiating and clarifying any issues regarding the delivery of this proposal:

General Contract Issues

Gil Sylvia

Account Manager

540 Huntmar Park Dr.

Suite B

Herndon, VA 20170

Phone: 301-306-0120

Mobile: 804- 548-3753

Fax: 301-306-7540

Email: gil.sylvia@avispl.com

Legal/Compliance

Steve Benjamin

Executive Vice President

6301 Benjamin Road, Suite 101

Tampa, FL 33634

Phone: 813-884-7168 ext. 7752

Fax: 813-882-9508

Email: Steve.Benjamin@avispl.com

Thank you for inviting us to compete for this contract and for your consideration of our proposal, I look forward to Virginia Commonwealth University evaluation and forthcoming results.

Sincerely,

Steve Benjamin

Executive Vice President

Audio Visual Innovations, Inc.

EXECUTIVE SUMMARY

AVI-SPL is pleased to submit the following bid in response to the Virginia Commonwealth University, VASCUPP Audio Visual Terms contract. This Executive Summary is a brief description of our proposal, our distinctive advantages, and our firm commitment to making your project a success.

AVI-SPL understands the importance of providing a wide array of AV products that will fulfill the needs of the Commonwealth and other agencies. It is our firm commitment and belief that we have the most qualified resources to successfully fulfill projects of multiple sizes. AVI-SPL is committed to providing our resources and expertise to supporting and fulfilling the goals of Virginia Commonwealth University. This includes working alongside capable small and diverse businesses.

We follow a Project Lifecycle that takes in to account every aspect of your project. As part of AVI-SPL's bid package, we have worked with many of the key manufacturers to provide spares and advance replacements on the project jobsite, to increase efficiency and decrease any downtime. In support of your competitive evaluation, we wish to call to your attention what we consider to be our most important competitive advantages:

- ◆ InfoComm Diamond Level AV Solutions Provider
- ◆ First Multi-National Integrator to Earn InfoComm APEx Certification
- ◆ Successful track record with similar local and global project
- ◆ Only company that can self-certify to InfoComm Standards
- ◆ 400 CTS engineers (most among all integrators)
- ◆ Over 6,000 projects implemented each year
- ◆ Ranked #46 on the CRN Solution Provider 500 for 2015
- ◆ Named Integrator of the Year by Commercial Integrator magazine in 2011
- ◆ Close working relationships with the leading project consultants and general contractors

The results of our diligence are reflected in the trust we've earned by over **85% of Fortune 100 companies** to design, install, manage, and service their projects. It's also reflected in the accolades we've received from our clients.

"Our previous meeting room had a document projector, overhead projector and a laptop, but they weren't equipped for accessibility to TV cameras. This new technology brings quite a change to our Commission Chambers environment, and allows for a greater, more productive ability to effect change within our community. Our interactivity level has certainly increased through the use of this technology."

- Tom Frame, IRC General Services Director, Indian River
County Commission Chambers

Thank you for the opportunity to compete for this contract and for your consideration of our proposal. Please call 301-306-0120 so that we can schedule a time to discuss this offering, and to answer any questions that you may have. Again, AVI-SPL is committed to the success of this relationship, and I look forward to speaking with you soon.

Best Regards,

Gil Sylvia
Account Manager

Jason Nast
Account Manager

ADDENDUM NO. 01



VIRGINIA COMMONWEALTH UNIVERSITY

RFP - Addendum

DATE: November 1, 2016

ADDENDUM NO. 01 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7058821JC

Commodity/Title: VASACUPP Audio Visual Term Contracts
Issue Date: October 13, 2016
Proposal Due: 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 or 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,

Jackie Colbert

Audio Visual Innovations, Inc.
Name of Firm

Signature/Title Steve Benjamin, Executive Vice President

November 2, 2016
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 non-responsive 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?

Reference Page 13, Section VI., Item B.3.g.: Change the Item to the following to delete Item D.4.

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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.

2. PROPOSED PRICE

A. DISCOUNT PRICING STRUCTURE

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 - 20%

Apple - 10%

Biamp - 20%

Chief - 33%

Cisco - 7%

Clearone - 15%

Compulock

Crestron - 40%

Dalite - 35%

Dell - 10%

Epson - 30%

Ergotron

Extron - 35%

Icon - 15% or better

JBL - 20%

Logitech - 20%

Middle Atlantic - 20%

NEC - 15%

Net-gear - 20%

Planar - 20%

QSC - 25%

Radio Design Labs - 20%

Sharp - 20%

Shure - 25%

Smart Technologies - 25%

Sony - 20%

Triplite - 20%

Vaddio - 20%

Vutec - 20%

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

AVI-SPL will meet all educational pricing on all equipment offered to VCU or any other educational institution.

For pricing please see separate attachment below

B. MAINTENANCE PRICING

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

Customer Care Services

AVI-SPL's Customer Care Service Programs help Customers achieve maximum return-on-investment for installed collaboration technology investments. With the industry's largest technical help desk, flexible service levels, global field support, and more than thirty years' experience with over 700 manufacturer technologies – AVI-SPL has a support solution to meet a variety of needs and budgets. AVI-SPL illustrates its commitment to service excellence by delivering its support in accordance with ITIL best practices, managing formal customer satisfaction programs, articulating and measuring performance to defined service objectives, and committing to continuous service improvement.

Customer Care Service Programs offer unlimited access to the AVI-SPL Help Desk. Whether engaging with an end user of the technology or a collaborations systems administrator, the Help Desk personnel are trained to provide the appropriate experience. AVI-SPL understands that support needs vary by

technology, location, or even room. Customer Care support options can be tailored to fit these specific needs. The following table summarizes AVI-SPL’s primary offers:

Customer Care Support Features	Office Warranty	T&M Only	Preferred	Preferred On-site	Exclusive On-site
24x7 Global Help Desk Support	✓	✓	✓	✓	✓
Web Portal Access	✓	✓	✓	✓	✓
Service Level Guarantee (see SLA by type)	None	None	✓	✓	✓
Onsite Tech Dispatch	✓ Included as required	Billable at non-contract rates	Billable at reduced contract rate	✓ Unlimited	✓ Unlimited
Assigned Service Management	Not available	Not available	Not Available	Not Available	✓
Available Terms	90 Days	None	1 or 3 year	1 or 3 year	1 or 3 year
In MFTG Warranty Support	✓	✓	✓	✓	✓
Out of MFTG Warranty Support	Billable	Billable	Billable	Billable	Billable
Consumables Replacement	Billable	Billable	Billable	Billable	Billable

AVI-SPL Standard 1st Year Warranty Policy

A one-year on-site warranty is included with the system. The start of the warranty period is at the time of the system sign-off. A description of the coverage provided is below:

Service coverage will be provided during hours of 8AM to 5PM locally, Monday through Friday (support outside these hours will be provided at additional cost).

Service requested by a client will be received by the local Operations facility, logged, and initially/remotely troubleshot.

Response time for customer callbacks will be within 1 business day and technician on-site within two (2) business days of technician dispatch.

Services provided include unlimited client Service Calls and labor.
 Equipment repairs will be made on-site, or via AVI-SPL or manufacturer’s “bench” repair personnel.

AVI-SPL will extend to the customer all manufacturer warranties included with the AVI-SPL provided components installed.

Temporary replacement components are included, to the extent that manufacturer’s warranties provide replacements. Where manufacturer warranties do not provide replacement spares, AVI-SPL will manage and dispatch customer provided spares.

Customer Furnished Equipment (CFE) is not covered under AVI-SPL standard warranty.

TECHNICAL HELP DESK - STAFFED BY AVI-SPL ENGINEERS

Included in our proposals are our One Year Customer Care Program - Full system warranty coverage with two preventative maintenance visits per year. Includes **24/7 technical help desk**, staffed by AVI-SPL Engineers.

Customer Support

Trouble ticket generation & tracking

Dedicated toll free access number for access to the help desk

Annual Preventative Maintenance

Inspect all surfaces, electrical and signal connections, clean as needed

Inspect all VCR's DVD & CD players, clean and lubricate as needed

Inspect all displays, clean and adjust as needed for optimal image quality

Complete system functionality test to ensure 100% functionality

Perform walk through with client to demonstrate 100% functionality

Provide report of findings and recommendations

Warranty Repair by Certified Technicians


AVI-SPL will provide all labor and parts to effectively perform repairs

Unlimited service calls with priority response time

Overnight shipping on replacement parts and devices

Provide loaner table top projector (if applicable and necessary)

Customer Furnished Equipment (CFE) is not covered under AVI-SPL Customer Care unless specified in this proposal.

					
Service Program Benefits Summary					
Customer Care		Preferred	Onsite	Exclusive Remote	Exclusive Onsite
Service Levels					
<i>Service Level Guarantee</i>		●	●	●	●
<i>Unlimited Phone Support</i>		●	●	●	●
<i>Less than 60 Second ASA M-F</i>		●	●	●	●
<i>Unlimited Onsite Dispatch</i>			●		●
<i>48 Business Hour Onsite Response</i>			●		●
Help Desk Support					
<i>5x12 (M-F) Support Hours</i>		●	●	●	●
<i>Onsite Availability - 8x5 M-F</i>			●		●
<i>7x24 Extended Support Hours</i>				●	●
Parts Replacement & Software Upgrades*					
<i>Manufacturer Warranty</i>		■	■	★	★
<i>Advanced Parts Replacement</i>		■	■	★	★
<i>Software Updates & Upgrades</i>		■	■	★	★
Advanced Support					
<i>Designated Service Manager</i>				●	●
<i>Direct Access to Tier 2 Technicians</i>				●	●
<i>Software Version Management</i>				●	●
<i>Remote Equipt. Relocation Support</i>				●	●
<i>Reporting & Trend Analysis</i>				●	●
<i>Quarterly Business Review</i>				●	●
<i>Remote User Training</i>				●	●
Service Enhancements					
<i>Preventative Maintenance Visits</i>		○	○	○	○
<i>3rd Party Unified Help Desk</i>		○	○	○	○
<ul style="list-style-type: none"> ● <i>Included</i> ■ <i>Included - performed for specific incident resolution; subject to manufacturer coverage entitlement</i> ★ <i>Included - proactive configuration management; subject to manufacturer coverage entitlement</i> ○ <i>Available service option</i> 					

C. RENTAL EQUIPMENT

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?

AVI-SPL is no longer in the rental business therefore we do not offer it.

D. HYPOTHETICAL PRICING SCHEDULE

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.

A. Equipment and Furniture:

	Annual Expenditures	% Discount	Discounted Total
Broadcast Television	\$200,000. Less	<u>NA</u> % =	\$ <u>NA</u>
Multimedia Presentation	\$700,000. Less	<u>30</u> % =	<u>\$490,000</u>
Multimedia Development	\$300,000. Less	<u>25</u> % =	<u>\$225,000</u>
Satellite Transmitting and Receiving	\$300,000. Less	<u>NA</u> % =	\$ <u>NA</u>
Teleconferencing and Communication	\$1,300,000. Less	<u>30</u> % =	<u>\$910,000</u>
Computer Presentation	\$1,900,000. Less	<u>20</u> % =	<u>\$1,520,000</u>
Broadband Distribution	\$200,000. Less	<u>NA</u> % =	\$ <u>NA</u>
Multi-Media Furniture	\$150,000. Less	<u>20</u> % =	<u>\$120,000</u>
Section A Total			<u>\$3,265,000</u>

B. Services:

Annual Maintenance Contracts \$100,000 less 5% %=\$95,000

Hourly Service Rates:

Annual Number

Of Hours

Hourly Rate

Annual Total

Maintenance

After The Warranty	200 hours	X	<u>\$110</u>	=	<u>\$220,000</u>
Installation	700 hours	X	<u>\$110</u>	=	<u>\$77,000</u>
Technical Assistance	50 hours	X	<u>\$85</u>	=	<u>\$4,250</u>
Training	25 hours	X	<u>\$110</u>	=	<u>\$2,750</u>
 Section B Total					<u>\$399,000</u>

C. Rental Equipment:

	Annual Expenditures	% Discount	Discounted Total
Section C Total	\$100,000.	Less <u>10</u> %	= <u>\$90,000</u>

Grand Total Sections A, B and C \$3,754,000

3. STATEMENTS OF NEEDS

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:

The AVI-SPL Process

AVI-SPL has developed a comprehensive integration process designed to meet our customer expectations. Our process begins with system design and carries through to post-installation training to ensure technology adoption. Our goal at AVI-SPL is to work with you every step of the way to ensure that your project is completed within scope, on schedule and within budget.

Proposal and Systems Design

AVI-SPL will conduct an initial detailed consultation and needs analysis with key customer stakeholders to gain a thorough understanding of needs, objectives and success criteria. This information is used to develop a proposed system solution for acceptance. This step provides Account Management and

applicable Engineering Design support the ability to design a technically sound and functional solution where we will:

- Verify initial design concepts through examination of the desired capabilities, architectural and environmental considerations.
- Define scope of work criteria.
- Select the appropriate equipment, hardware and software to allow system design performance.
- Provide any value engineering and performance enhancement recommendations

The result of the proposal and systems design phase is a system designed specifically to meet the requirements that are unique to your application need

A. PRODUCTS OFFERED BY CATEGORY

Describe the audio visual and multi-media products offered in the following categories:

Please refer to the Price Sheet enclosed:

Broadcast Television Equipment: **Do not offer**

Multimedia Presentation Equipment-

AVI-SPL offers a wide range of multimedia presentation equipment including but not limited to the following:

- Projectors
- Monitors- either presentation and interactive
- Document cameras
- Wireless remotes

AVI-SPL offers over 700 products in the AV field from all the major AV Brands in the industry listed below are some on AVI-SPLs preferred vendors that have earned preferred vendor status;

1. Crestron/AMX / Clear one /Draper / Da-lite / Barco / Extron / Chief / Peerless
Belden / Epson / Harmon Pro / Sennheiser / Shure / Liberty / Polycom / Cisco/ NEC
Sharp / LG / Hitachi / Atlona / Audio technica / Samsung / Kramer / Christie / Middle Atlantic

Multimedia Development Equipment

AVI-SPL offers a wide range of multimedia development equipment including but not limited to the following

- Computers
- Processors
- DSPs
- Control systems

- Touch panels

Satellite Transmitting and Receiving Equipment – Do not offer

Teleconferencing and Communication Equipment

AVI-SPL provides and offers every type of teleconferencing and communication equipment that's offered. Below are some of the most popular teleconferencing systems available

- Cisco – Polycom - Life size – Avaya – NEC

Computer Presentation Equipment - Streaming and Webcasting

AVI-SPL offers streaming and webcasting services and can integrate all our equipment we offer ' To accommodate these services

Broadband Distribution Equipment

AVI SPL is certified through Cisco and can offer and sell and service all Cisco's products

Multi-Media Furniture

AVI SPL offers and provides Lecterns, tables, and racks of all sizes and shapes needed in the AV Industry. AVI-SPL offers brands such as BEI / Da-Lite / Evans /Marshall/ Mid-Atlantis/ Ergotron/ VFI Furniture / AV

B. PURCHASE ORDERS

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

Audio Visual Innovations, Inc. acknowledges and agrees that individual University purchase orders will be issued for individual requirements on an "as needed" basis.

C. FREIGHT

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

Audio Visual Innovations, Inc. acknowledges and agrees to freight terms F.O.B. Destination/Pre-paid.

D. EQUIPMENT AND SERVICES

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

B. Design, Project Management, Installation/Integration, Commissioning and Closeout Standards

AVI-SPL has developed a comprehensive integration process designed to meet our customer expectations. Our process begins with system design and carries through to post-installation training to ensure technology adoption. Our goal at AVI-SPL is to work with you every step of way to ensure that your project is completed within scope, on schedule and within budget.

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.

AVI-SPL will design the appropriate system for our customer once the system is designed AVI-SPL will in no way change, alter or redesign the system to the end user without approval

2. Project Management

AVI-SPL will designate a Project Manager, who will be the main contact for directing and managing all project coordination with all project stakeholders; both externally and internal to the AVI-SPL project team.

The AVI-SPL Project Manager is responsible for attending project calls/ meetings for the project duration and consistent communication. AVISPL is committed to keeping you informed from the beginning to the end of your project. Initial communication will include contact information and organization of the AVI-SPL team that will be working with you. Shortly thereafter, you will begin receiving project status reports from the technical project team member responsible for routine contact throughout the entire project.

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.

AVI-SPL Project Delivery Process Flow

Upon award, the project is turned over to the AVI-SPL Project Integration Team. This phase is critical in ensuring a seamless integration of the specified system. During project delivery, the AVI-SPL System Integration (SIG) Operations Workflow contains distinct process steps start to finish upon award as noted below.

During project delivery AVI-SPL will (as applicable to the specific project):

Complete internal and external kick off requirements to review:

- Scope of Work and Design
- Contract Parameters, including Terms and Conditions

- o Stakeholder Reporting and Communication
- o Schedule (including all WBS project tasks and timelines)
- o Submittal requirements
- o Procurement Plan
- o Risk Identifiers
- o Site Safety and Security
- o Change Management Procedures
- o Acceptance Test Plan Parameters

Create all final construction/field coordination requirements including:

- o Floor, reflected ceiling, riser diagrams and furniture requirements.
- o AV Design drawings including audio/video/control signal flow and equipment rack elevations.

Provide a user interface design requiring client sign off; this is a critical project success factor without it additional charges may apply.

Create the source code for the system based on the design as agreed upon.

Test and Commission AV systems in AVI-SPL shop, based upon acceptance test plan parameters.

b. All projects should strictly follow the schedule provided by the Buyer.

Upon award, the project is turned over to the AVI-SPL Project Integration Team. This phase is critical in ensuring a seamless integration of the specified system. Our team will adhere to the schedule set forth by the Buyer. There will be no deviation from the schedule unless authorized by the buyer.

c. All project deliverables should be delivered on the date indicated in the schedule.

All deliverables will be delivered on time and on the date indicated on the schedule- AVI-SPL is not responsible for out of stock items or items on back order that the buyer wants to purchase.

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**

AVI SPL will use whatever is provided by the Buyers project management system to interface with the project. If there is no system AVI SPL has a system in place to update and provide the buyer with real time up to date information of the ongoing project.

3. Control Programming

a. The Buyer owns all system programs such as control and audio DSP programs.

AVI-SPL will turn over to the buyer all control programming and DSP programming files and will keep a copy Of those files to help access and issues needed later down the road.

b. All programming must be performed by a full time, in-house employee of the Contractor.

AVI-SPL staffs their own Control and Audio programmers employed by AVI-SPL.

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.

All programmers will be certified and educated with all certifications for all our programmers

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**

Response to statements above - During project delivery AVI-SPL will provide all information above at the time of Staging – AVI-SPL will send a certified engineer to all jobs awarded to survey the site prior to the job starting- this ensures that on each job all engineers, techs and install crews are have complete knowledge and understanding of the job site which includes:

- Scope of Work and Design
- Contract Parameters, including Terms and Conditions
- Stakeholder Reporting and Communication
- Schedule (including all WBS project tasks and timelines)
- Submittal requirements
- Procurement Plan
- Risk Identifiers
- Site Safety and Security
- Commissioning

Create all final construction/field coordination requirements including:

Floor, reflected ceiling, riser diagrams and furniture requirements.

AV Design drawings including audio/video/control signal flow and equipment rack elevations.

Provide a user interface design requiring client sign off; this is a critical project success

AVI-SPL will provide and have all knowledge of the site and have everything listed above complete and

And ready to implement.

- 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**

AVI-SPL agrees to all the above 1- 5

During project delivery the Customer will:

- APL will perform system startups and shut downs to prove the system validity. Also AVI-SPL will have a design team vet all system for a second time once the system is awarded. This ensures that all the systems installed by AVI-SPL will work properly the first time.
- AVI-SPL will adhere to all client required tasks/milestones as noted in the agreed to project schedule.
- Coordinate with AVI-SPL regarding any network requirements and information.
- Provide any and all the Customer logos and specific color requirements for the control system user interface.
- Sign-off on the user interface design.
- Upon completion of the system installation and testing, inspect the system and provide conditional and/or final acceptance of the system, based upon the agreed upon scope of work set forth by the buyer Provide final sign off of the system upon completion.

E. CONTRACTOR'S LICENSE



F. WARRANTY AND MAINTENANCE

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

AVI-SPL's Customer Care provides investment protection you need for your communication solution. Our team of 80+ trained and certified professionals is available via our toll free number for you 24x7x365, whether you require technical support, parts replacement or upgrades and maintenance. With multiple levels of support and added exclusive services available, we can tailor our services to your unique needs.

- Unlimited technical phone support provides the technical assistance you need during extended business hours

- **Priority help desk fast-tracks your calls to provide a quick and effective response**
- **Advanced parts replacement advance ships replacement parts the next business day from the manufacturer once defective product has been identified**
- **Parts repair fixes or replaces defective equipment. Repairs can be done at the customer site or at AVI-SPL**
- **Software updates and upgrades help ensure all your equipment is kept up to date with the latest features**
- **Escalation support provides management of escalating issues with manufacturers to resolve open items**
- **Onsite service/support sends our certified technical personnel to your site when an issue cannot be addressed remotely**
- **Annual or quarterly business reviews assesses your open cases and needs from the previous period and discusses future plans of expansion or changes**
- **Online service portal keeps you up to date with easy access to information on open trouble tickets and their status**

Program Upgrades

This optional package can be added to the Preferred or Onsite programs. For companies that require additional support, including live help assistance on weekends and holidays, this selection provides exceptional value.

Exclusive Coverage Option Adds

- **Unlimited Technical Phone Support**
- **Dedicated CSR and CSE Team**
- **Version Control**
- **Add/Move/Change Management**
- **Account Reporting and Trend Analysis**
- **Quarterly Account Reviews**
- **2 hrs Remote Admin Training**

Version control manages and maintains your software to assure consistent functionality and performance. This is a scheduled and coordinated service to ensure equipment access will not disrupt use by end users.

Add/move/change management accommodates the addition, relocation or other changes made to your devices and infrastructure.

Account reporting and trend analysis provides reporting of trouble tickets, call statistics, RMA history and more.

Quarterly account reviews with your CSR/CSE team lets you discuss with us any open issues or needs.

First Call Consolidation. Wasted time means inefficiency, and that leads to lost revenue. Instead of trying to connect with various technical support groups, you simply call the AVI-SPL help desk and we coordinate with the manufacturer on your behalf.

First Call Consolidation Adds

- **Unlimited Technical Phone Support**
- **Single Number for All Support**
- **MFG Support Logistics**
- **International Location Support**

G. ADDITIONAL SERVICES

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.

1. Post Implementation and Account Management Plan

AVI-SPL is dedicated to providing technically sound, well-integrated and user-friendly solutions for our client's unique requirements. To that end, AVI-SPL employs a solid infrastructure and practiced protocols for supporting our projects. This ensures seamless communication and transition from project conception to project completion and continued end user service.

To achieve maximum service levels within a minimal amount of time following implementation, AVI-SPL includes as part of our process commissioning/testing and training as outlined below:

Commissioning, Test and Adjust

During this phase, the complete testing and final adjustments of the systems are made. Our project manager will coordinate with the project team as required to complete successful testing and tuning of the system including testing far end Customer Care connections. Our factory trained service engineer's travel to the job site to commission the system. All installation work is thoroughly checked prior to 'turn on'. Errors or problems are corrected as detected and all equipment is adjusted for optimal performance in accord with the project specifications.

The test and adjustment team will consist of:

- Owner's Technical Representatives
- Owner's Consultant and staff
- AVI-SPL's Project Manager

The result of commissioning and testing is the shortest possible final punch list. Our projects typically have short punch lists due to:

- Adherence to our quality assurance program
- Correcting site specific problems as they are detected
- Installation of fully tested and “burned in” electronic hardware
- Termination into fully tested and verified cabling and far end connections

Training – As required

Training is available throughout the project. We recommend the Owner’s technical representative visit AVI-SPL’s fabrication facility for initial familiarization with the system during the in-house testing phase. The fabrication manager will provide:

- A comprehensive review of the system’s hardware
- Review the system’s cabling and wire numbering methods
- Discuss maintenance issues for the system
- Demonstrate initial operation of the system

The Owner’s technical team may observe how the system interconnects to the buildings pre-installed cabling during installation and commissioning. Once the system is operational, we will provide three levels of “hands on” training to the on-site operational personnel.

Training will be provided to:

- Systems Operators (personnel who are qualified to operate the various systems)
- System Technicians (personnel who will provide onsite maintenance to the systems)
- System Assistants (personnel who assist the operators and technicians)

AVI-SPL will produce operator manuals and other documentation to support the systems as 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.

H. SAMPLE QUOTE

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.

Gil Sylvia
 AVI-SPL
 10429 Flat Branch Drive
 Richmond, VA 23233
 804 548 3753

Audio Visual Innovations, Inc., a wholly owned subsidiary of


Sample Quote

Item #	Description	Quantity	list Price	Discount %
AVI-SPL Quote				
DMP53-300-C	DM Presentation Switcher	1	8400	45%
DM-RMC-SCALER-C	DM 8G Receiver with Built In Scaler	1	1400	45%
TST-600-wall-b-s	5.7 Touch Panel	1	4600	45%
TSW-752-TTK-B-S	Table Top Kit for 752	1	690	45%
60-1399-02	cable cubby	1	390	35%
SF100D-08P-NA	8 Port 10/100 Switch w/ PoE	1	125	40%
M70	Document Camera	1	899	30%
Custom	Custom Shelf - Bluray Player SINGLE RU	1	225	20%
999-8510-000	EasyMic Ceiling Mic	1	350	20%
PowerLite 1980WU	4400 Lumen WUXGA Projector	1	2800	35%
SYSAUW	projector suspended ceiling kit/mount	1	295	30%

Total:

**Normal delievery time is 2 to 3 weeks ARO unless desired equipment from the buyer is backordered and will take longer to arrive-
 AVI-SPL is not to be held respnsible or penalized for any product ordered where the Manufacture has expressd that the item is backordered and the buyer still wants the product

Discount	Price
3780.00	4620
630.00	770
2070.00	2530
310.50	379
137.00	253
50.00	75.6
270.00	629
45.00	180
70.00	280
980.00	1820
89.00	206
8431.50	11742.6

I. IMPLEMENTATION SCHEDULE

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.

AVI-SPL is the state and local government's premier source for government procurement. We are a reseller for more than 700 manufacturers. Our high volume purchasing and sophisticated supply-chain management enables us to offer fast, reliable delivery at low prices. We carry thousands of top brand products on 30+ competitively bid and awarded State Contracts and Cooperative Purchasing Agreements, including labor categories by which to deliver projects of any size or complexity.

Communication is the key to any successful project. AVI-SPL is committed to assuring our clients that they are fully informed at every step during the order. Each of the steps in our process includes mandatory communication from our team to our clients. From the outset, you will hear from the team responsible for your order. Although there are many steps in the process that may not be visible to our clients, AVI-SPL is committed to maintaining a communication channel with our customers. Within 2 business days from receipt of order, AVI-SPL will communicate with you. This initial communication will include detailed information regarding the process of the project and the contact information for those who will be responsible for the project progress and completion. This communication will also provide the contact information and organization of the AVI-SPL operation who will be working with you. Shortly thereafter, you will hear from the technical project team member responsible for your project regularly throughout the entire project. AVI-SPL is committed to keeping you informed from the beginning to the end of your project. At the end of each days' work, the field teams will report progress back to the local AVI-SPL office to assure that we are up to date on every aspect of the project. On a weekly basis, the AVI-SPL project manager will report to our customer the progress on each project. If there is ever have a question, contact the project manager and account manager for your projects and/or orders. More information regarding roles of key team members is as follows.

Account Manager/Sales Engineer – Your Account Manager will begin the integration process by performing an in depth needs analysis. The process of the analysis provides us with a thorough understanding of project needs and issues. The Account Manager will stay with the client throughout the process to assure that communication between AVI-SPL and the customers is maintained throughout the job.

Project Engineer – AVI-SPL will appoint a Project Engineer to team up with your Account Manager. The Project Engineer and Account Manager will work closely to develop the needs analysis into a technically sound and functional system design followed by feasibility study. Appropriate hardware and software selections are made and a system uniquely designed to meet your requirements is presented. Once you have contracted with AVI-SPL, a project team will be formed and supervised by the Project Engineer and Account Manager for the pre-installation phase, on-site integration, and training and documentation.

The Account Manager and Project Engineer report directly to the Regional Director and is delegated authority and organizational freedom to identify and evaluate quality problems and to initiate, recommend or provide solutions during the integration. The Project Engineer and Account Manager will oversee the entire project:

- Planning to meet customer's quality requirements
- Determining inspection points within the system
- Approval of quality work instructions
- Directing inspection activities
- Surveillance of procurement documents
- Approval of Suppliers
- Maintaining a listing of approved suppliers
- Monitoring procedures to assure compliance
- Reviewing and maintaining Quality Records
- Calibration of Measuring and Test Equipment
- Approval of disposition of Nonconforming Articles
- Corrective action coordination

To support self-sufficiency among the public entities, AVI-SPL provides in depth training and documentation on every system we install. Please refer to “Post Implementation and Account Management Plan” response section directly preceding this section for details on our standard training practices.

Escalation Process

To assure our customers that we are meeting expectations, not only do we provide information, regarding the process and progress of your project, we provide contact information for those to whom you can turn in the event that you have a concern or have not heard from us regularly. If you ever have a concern, you have everything you need to know about who to call. At the outset of every project, we will provide the contact information for the office supporting the project and the management of the company. In this way, if there is ever a question or concern, we have provided a quick and simple explanation of the AVI-SPL operation from the people performing the work on your project to the management team. In every case, the first point of contact is that one person who identified themselves as the primary person responsible for your project. This person is the one who has the most direct information on any project. Accounting and invoicing questions do arise. If you have a question regarding billing from AVI-SPL or any other accounting question, please contact the local office operations staff. If they cannot answer the question, they will assist with access to the AVI-SPL corporate accounting department. We have additionally provided the contact information for the AVI-SPL Accounts Receivable department as well.

AVI-SPL Branch Office – Herndon, VA

To assure that every customer has information regarding AVI-SPL, we provide organization and contact information. Local Office Contacts include:

- Office Mailing Address
- Office Operations
- Project Team Leader
- Technical Manager
- General Manager or Branch Manager

Eligible Agencies will issue POs directly to the AVI-SPL. Vendors should consider all orders from Eligible Agencies in Virginia to be VITA orders regardless of whether or not the PO makes any reference to VITA, unless specifically directed otherwise by the ordering agency. Issuance and order placement by an Eligible Agency hereby executes VITA contract terms and conditions and supersedes other terms and conditions that conflict on the PO. Resulting orders are to be shipped and billed directly to these institutions.

Multi-Point Orders – Multi-point orders are orders placed with multiple ship-to locations. Failure to honor multi-point orders may result in cancellation of current contract and dropping the Vendor from future bids.

Order Verification – Order verification (such as an email or fax back notice indicating that their PO was received) is preferred by many Customers. Customers wanting confirmations will provide an email address or name and fax number for confirmation.

All Products furnished must be in conformity with the Specifications and will be subject to inspection and Product Acceptance by the individual Customers after delivery. The right is reserved to reject and return at the risk and expense of the Vendor such portion of any shipment which may be defective or fails to comply with Specifications, without invalidating the remainder of the order.

Ordering and Purchase Order processing will occur through the Corporate Procurement Department team. A confirmation email or call will be made to the requesting individual. Upon request, AVI can track the order and supply the individual with tracking information once the item has shipped.

Concerning multiple shipping locations, AVI – SPL, Inc. will adhere to all VITA requirements concerning the availability of multiple shipping locations.

As AVI has continued to grow in both our size and depth of product and service offerings, it has become necessary to make some changes to the overall structure of the purchasing, product management, pricing and program management departments.

This format will bring several departments under the umbrella of the Corporate Procurement Department, which provides support for all AVI-SPL Offices, including our new branch office in Herndon, Virginia. The new Corporate Procurement Department format will bring specialization to AVI - SPL, will give us greater control over how products are being added and maintained in our accounting system, and will bring a greater level of accountability within the department. It will also give the AVI-SPL

Product Management team more bandwidth to offer an additional level of support for the VITA Contract.

A Corporate Procurement Department Team exists that consists of:

- Program Management
- Product Management
- Pricing Management
- Product Order Processing
- System Order Processing

Client Complaints/Resolution. The Customer Communication Program is a tool that permits the project manager and employees to receive input from internal and external customers as to the quality of our services and products. Customer evaluation forms will be received or collected and reviewed by the project manager. Effectively tracking the receipt, progress, and resolution of customer complaints is essential to a strong quality program. AVI-SPL, therefore, uses a system that tracks customer complaints from inception to resolution. The project manager will be the AVI single point of contact for receipt, processing, and control of all customer complaints so they are investigated thoroughly and expeditiously. If the customer comment has merit, it will be routed for corrective action. The customer will be notified that his or her comments have been acted upon, the time the action will be completed, and the results of the action. If the investigation reveals that there may not have been a deficiency, the project manager will contact the customer and discuss the complaint. Customer comments will assist this function in identifying negative trends and potential areas for deployment of process improvement review and action. While correcting the problem is a pivotal aspect of the process, we place a high priority on implementing measures that will prevent a recurrence of a deficiency.

Customer Complaint Procedures. AVI will receive, record, and assign for administrative control all customer complaints, including customer involved and name and telephone number of person calling, nature of complaint, work order number, type of discrepancy and any other relevant information. All complaints have a suspense of 10 working days for completion and reporting. For customer complaints involving sensitive issues, e.g. alleged substance abuse, harassments, or any other similar event, immediately notify the AVI project manager.

Obtaining Customer Feedback. We use three means for customers to let us know how we are doing. (1) customer evaluation forms, (2) evaluation forms available at operation sites or points of interface, e.g., the work control desk, and evaluation forms on line, and (3) information gathered during weekly and monthly quality meetings as the platform to improve service. Our managers and leads will gain insight into exactly what our customers' concerns may be and will participate in the efforts to resolve any outstanding issues. Customer representatives in attendance at those meetings will provide input to the discussions, and we will work together to resolve any problems. We will maintain a permanent record of customer evaluations and complaints throughout the life of the contract.

Training is available throughout the project. We recommend the owner’s technical representative visit AVI-SPL’s fabrication facility for initial familiarization with the system during the in-house testing phase. The fabrication manager will:

- Provide a comprehensive review of the system’s hardware
- Review the system’s cabling and wire numbering methods
- Discuss maintenance issues for the system
- Demonstrate initial operation of the system

The owner’s technical team may observe how the system interconnects to the buildings pre-installed cabling during installation and commissioning. Once the system is operational, we provide three levels of “hands on” training to the on-site operational personnel at their facility.

Training is provided to:

- System Operators (personnel who are qualified to operate the various systems)
- System Technicians (personnel who provide on-site maintenance to the systems)
- System Assistants (personnel who assist the operators and technicians)

AVI-SPL produces operator manuals and other documentation to support the systems as required.

4. MANDATORY REQUIREMENTS

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

Yes No

Audio Visual Innovations, Inc. complies with mandatory requirements as presented in Section V, Statement of Needs.

5. NON MANDATORY REQUIREMENTS

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. COMPANY QUALIFICATIONS AND EXPERIENCE

A. SIMILAR ACCOUNTS/FIRMS' QUALIFICATIONS/REFERENCES

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.

Below is the sample scope of work for one room at UVA.

Lela Marshall
Classroom Strategic Planning and Design
University of Virginia
Box 400779, Charlottesville, VA 22904
434-982-4711 llb8b@virginia.edu

1. UVA – Integrated and installed AV equipment include Crestron/ Extron control into 6 classrooms
Price: \$97,500.00

The proposed system is based on information gathered during the walk through. The appropriate equipment and materials will be provided and installed to ensure complete and operational systems.

This proposal is based on the provided bid documents. Any required functionality that was not identified in the bid documents will be determined during the design phase and a mutually agreed upon Scope of Work will be provided.

This proposal requires furniture modifications which need to be completed prior to AVI-SPL installation. This proposal requires client furnished programing which needs to be completed prior to installation. AVI-SPL will provide commissioning of all Crestron equipment prior to installation is preparation for loading the control code. AVI-SPL will provide debugging assistance for each room for a total of (4) hours in each room.

ROOM THN D115

VIDEO

A Crestron all-in-one Presentation Switcher will replace the quick media switching system currently in place in the room. The QM receiver at the projector will be replaced with a new Scaling DM receiver and connected to the switcher using Crestron 8G cabling and connectors. The existing Epson projector will remain in the room as it is currently installed. The existing 8' wide manual projection screen will remain in place. The DM system will be set to scale all sources to the projector's native resolution.

Two new USP PTZ cameras will be installed in the room; one will be ceiling mounted in the rear of the room for a view of the instructor and the other will be ceiling mounted in the front of the room for a view of the classroom. Both of the cameras will be directly connected to CFE existing dedicated PC in the existing equipment rack. Both cameras USB outputs will be extended using USB 2.0 over Cat cable extenders.

A TeqAVIT WiD710-edu Network receiver will be provided and installed in the equipment rack and connected to the Switcher. Configuration and initialization of this device will require UVA IT Staff support at the time of installation.

The following video sources will be included in this system:

- Dedicated PC (existing rack mounted)
- Region Free Blu-ray Disc Player (will replace existing DVD/VHS Player)
- Aver M70 Document Camera (will replace existing doc cam on desktop)
- (2) USB PTZ Cameras
- TeqAVIT WiD710 Network Video Receiver

Because UVA is providing programming for this system, connectivity line diagrams will need to be provided to AVI-SPL technicians to ensure that all inputs and outputs match the control programming and GUI.

Below is the sample scope of work for Mary Washington University.

2. University of Mary Washington

Gary Hobson
University of Mary Washington
1301 College Ave
Fredericksburg, VA 22401

AVI-SPL proposed the installation of a Video wall for Mary Washington University- The onsite installation effort is coordinated by project manager and lead installer. The lead installer will be on site directing the installation teams. Prior to delivery and installation of pre-assembled systems, AVI-SPL will field verify conformance of installed cabling and other conditions necessary to assure efficient integration of systems and devices.

The team of onsite personnel will vary in number depending on the task requirements for that day. The project manager will determine the correct resources required for the specific installation tasks. AVI-SPL lead installer, project manager, and engineer will carefully supervise our subcontractor. Depending on the required tasks, our daily on-site installation crew will include:

AVI-SPL performs thousands of projects every year. Our customer base includes more than 80% of the Fortune 100. However, many of our projects have non-disclosure agreements that limit what we can say in writing.

Below is the sample scope of work for Johns Hopkins University.

3. Owner: Johns Hopkins University, Baltimore MD
Contact: Rob Ballou, telephone 410-516-8303, rballou@jhu.edu
Project: Charles Commons Audiovisual Upgrade
Completion Date: January 2013
Price: \$145,000

Description: Charles commons is a multiuse building at Johns Hopkins University that includes a conference center which has four standalone meeting rooms and one three-way divisible room that is most simply described as a hotel ballroom. AVI-SPL was awarded a contract to perform an audiovisual upgrade these rooms to add the capability to handle digital signals. A Crestron DigitalMedia matrix switch was used in the divisible room and DigitalMedia Presentation Switches were used in the other rooms. The challenge on this project was that the project was awarded on December 4, 2012 and the large divisible room had to be done for booked events on January 18, 2013. AVI-SPL got the room done on time.

Below is the sample scope of work for - Arlington County Public Schools.

4. Owner: Arlington County Public Schools, Arlington, VA
Contact: Michael Goodman, telephone: 703-228-6815, email
michael.goodman@apsva.us
Project: Kenmore Middle School Collaborative Classroom
Completion Date: Installation in progress. Completion mid-July
Price: \$14,000

Description: This is a prototype demonstration collaborative classroom with one Smart 8070i and four Smart SB88515s and numerous other Smart products. Smart is donating equipment with an aggregate list price of more than \$50,000 to the school and is paying AVI-SPL to install the equipment and to include some unique features not normally seen in a classroom to allow the distribution of video to multiple displays.

AVI-SPL is on the VITA contract and we have integrated, installed and designed many, many jobs for the State of VA. These jobs range in [price from \$35,000.00 to 1M and higher.

Driving Video Communications Forward

AVI-SPL designs award-winning video communication solutions that enable seamless collaboration and empower connections for enterprise companies, small businesses, and virtually every other type of organization. We assess a customer's need, develop a solution that conforms to that need, plan an implementation around the work of other trades, and integrate and support that solution to ensure its success. By delivering better connections for our clients, we help them improve their efficiency, save money and increase productivity.

We have more than 30 years of experience, offices in the U.S., Canada and the U.K and a vast network of engineering resources. That knowledge is why we're able to deliver a broad range of video collaboration solutions in any environment and support those solutions so that organizations can focus on their business.

A Single, Reliable Source

AVI-SPL takes pride in being a single, reliable resource for your video communications. Through our close partnerships with highly regarded collaboration companies, we design, build and support solutions, systems and environments that facilitate efficient communications and empower people at remote locations to work productively with one another. No other solutions company can match the breadth of services and experience that enables us to handle every aspect of your integration project. When you partner with AVI-SPL, you are working with:

An Industry Leader:

- Experienced and financially stable technology contractor with a **global operational delivery model**.
- Providing **innovative, award-winning solutions** that are intuitive to use, effective and aligned with your needs. Our forward-looking solutions take into account the trends and technologies shaping business collaboration and efficiency.

A Knowledgeable Collaborator:

Most qualified team of engineers and technicians in the industry

- **In-house capabilities** to design, install and manage the most complex audio, video, collaboration and communication technologies
- **Certified to implement collaboration solutions** from industry leaders like Polycom, Cisco, AMX, and Crestron.
- The only company that can self-certify its engineers to trade standards set by InfoComm International

An Experienced Integrator:

- Wide-ranging **technical integration capabilities**, construction experience, and engineering resources to support projects of any scale — from stadiums to boardrooms to hospitals to classrooms.
- **Expert engineering** with the highest per capita number of technical employees of any video communications solutions provider.

A Dedicated Partner:

- Delivering **end-to-end technology solutions**, experienced project management teams and a broad-based global support network.

Our goal is the same today as it was when AVI opened for business over 30 years ago: to improve the efficiency and productivity of organizations around the world by providing the best audio visual solutions and the expert knowledge of dedicated teams. To make good on our mission, we have offices throughout the U.S., Canada, and the U.K., as well as partner locations that give us the reach to serve customers anywhere.

For small businesses, public organizations, schools and Fortune 500 companies alike, AVI-SPL is committed to establishing dependable, instantaneous connections for our clients. We take your investment in collaborative solutions as seriously as you do. That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and that you get the return on investment you expect and deserve.

Our diverse portfolio features extensive solutions in the corporate, education and government sectors, including Fortune 500/Global 1000 boardrooms, military base operation centers and higher education campuses. We collaborate with architects, consultants, designers and end user in order to deliver outstanding solutions.

AVI-SPL's expertise includes partnerships with more than 700 of the industry's top technology providers, highly skilled and certified technicians, and the reliability of comprehensive support. Through our global network of offices and more than 1,500 employees, we deliver valuable collaboration solutions anywhere in the world.

The 2008 merger between AVI and SPL united two companies with reputations for delivering transformative collaboration and communication solutions. The result is an organization with over 30 years of experience, serving and improving operations for organizations of all types.

86% of Fortune 100 and **72% of Fortune 500** companies are AVI-SPL customers

- More than **8,000 projects** completed annually
- **1,500 employees** in 30 U.S. offices, as well as locations in Canada, the U.K. and Dubai
- Partnerships with all the **leading technology providers**, so we can craft the right solution for every client

Leading the Evolution of Video Collaboration

Our project experience encompasses environments of every type and purpose: stadiums, hospitals, classrooms, boardrooms, command centers, outdoor arenas. In each area, we deliver solutions such as video conferencing, digital signage, video displays, 3D visualization, and audio systems. What sets us apart is the level of expertise we bring to each integration project:

- **In-house capabilities** to design, install and manage the most complex audio, video, collaboration and communication technologies. Six AVI-SPL employees have ITIL Foundation Certifications
- **A vast network of resources** and expertise that can be applied to your project anytime, anywhere
- The **only company that can self-certify its engineers** to trade standards set by InfoComm International
- **Access to industry-leading products and solutions** through our partners, including Microsoft, Cisco, Polycom and many more that have certified relationships with AVI-SPL
- **Expert engineering** with the highest per capita number of technical employees of any video communications solutions provider. 400 of our staff are CTS certified

There's no better testament to our value to the customer than the work we've accomplished helping organizations of all types reach their goal of smarter, more efficient operations and collaboration through video.

Supplier Reference #1: Reference's Organization Name

University of Mary Washington

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number	Reference's Contract No.
Gary Hobson	ghobson@umw.edu	540-654-1292	9001-115-85043
Reference's Project Manager Name	Project Manager E-mail	Project Manager Phone Number	Project Description
John Mora	John.Mora@avispl.com	703-796-9011	Complete AV Installation or Campus Center Building. Installations ranged from a large Video Wall to kiosks, conference rooms, and dining signage. Valued at \$1.5 M.
Reference's Contract Manager Name	Contract Manager E-mail	Contract Manager Phone Number	Date Implemented
Gary Hobson	ghobson@umw.edu	540-654-1292	Completed 11/15

Supplier Reference #2: Reference's Organization Name

John Hopkins University

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number	Reference's Contract No.
Rob Ballou	rballou@jhu.edu	410-516-8303	9001-12-38328
Reference's Project Manager Name	Project Manager E-mail	Project Manager Phone Number	Project Description
Barry Ruhlman	Barry.ruhlman@avispl.com	410-262-2010	Audio Visual Upgrades of Charles Common Building. Products ranged from Creston, Extron, and displays to ballroom audio system redesign.
Reference's Contract Manager Name	Contract Manager E-mail	Contract Manager Phone Number	Date Implemented
Rob Ballou	rballou@jhu.edu	410-516-8303	January 2013

Supplier Reference #4: Reference's Organization Name
Reynolds Community College

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number	Reference's Contract No.
Tim Heater	theater@reynolds.edu	804-371-3000	9001-14-59715
Reference's Project Manager Name	Project Manager E-mail	Project Manager Phone Number	Project Description
John Mora	John.Mora@avispl.com	703-796-9011	Digital Signage upgrades and Video Wall Installation as well as a newly outfitted and designed Sim Lab
Reference's Contract Manager Name	Contract Manager E-mail	Contract Manager Phone Number	Date Implemented
Tim Heater	theater@reynolds.edu	804-371-3000	September 2014

B. PROJECT TEAM

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.

Gil Sylvia **Account Manager**

As an Account Manager Mr. Sylvia provides integral industry knowledge and expertise to the AVI-SPL team. His well-rounded expertise includes experience in engineering, project management, Integration and design.

Mr. Sylvia has been in the AV industry for twelve years, effectively delivering systems installation, integration and project management. He has collaborated on AV systems across a wide range of environments, including the education, military and commercial markets.

His key projects include the following:

- **Dominion Power- throughout the east coast**
- **US Military and the DoD - designing and providing lightweight A/V mobile display systems to the military-keeping in step with their objective of a lightweight fast moving force**
- **Higher education- provide auditorium and classroom technology to Colleges and Universities throughout Virginia**
- **State and local governments helping them to achieve their goals and effectively and efficiently provide the most updated AV trends in the Country**
- **Corporate Business, including design, integration and installation of many A/V jobs throughout Virginia.**

Jason Nast
Education Market Manager

High-energy, hands-on professional, with a successful record of accomplishments and extensive experience in teaching, training, consulting, and sales in the educational technology industry. My most recent experience includes building relationships with local school and district administrators and providing both pre-sale, sale, and post-sale support for adoption of technology products. I am a results oriented, customer focused and solutions driven individual. • Extensive K–12 teaching experience • Established relationships with building or district administrators in local school districts • First-hand knowledge of national education issues • Demonstrable experience with, and enthusiasm for, classroom technology integration • Organizing tasks • Coordinating projects • Excellent communication and collaboration skills • Experience mapping or correlating instructional materials to national standards • Always up on cutting technology in education and in everyday life. A self-confessed Geek.

Experience

- **Education Market Manager at AVI-SPL**
- **Software Specialist at SMART Technologies**
- **Education Consultant at SMART Technologies**
- **School Based Technology Specialist at Fairfax County Public Schools**
- **Fifth Grade School Teacher at Fairfax County Public Schools**

Skills & Expertise

SMART Technologies Products
Social Media
Educational Technology
Mobile Technology
Emerging Technologies
Training & Development
Teacher Training
Learning Management
Technical Training
Instructional Technology
Higher Education
Instructor-led Training
Learning Management Systems
Hands-on Training
Instructional Design
Curriculum Design
Distance Learning
Technology Integration
Classroom
Educational Leadership

Video Conferencing
E-Learning
Training
Employee Training
Curriculum Development
Staff Development
Event Planning
Project Coordination
Web 2.0
Coaching
Sales
Adult Education
K-12
Blended Learning
Channel Partners
Teaching
Public Speaking
Research
Moodle
Program Management

Education

University of Phoenix

Continuing Education, Instructional Technology, 2008 - 2013

Pennsylvania State University

B.S., Elementary Education, 1994 - 1998

- Meritus Health
- PNC Baltimore 1 East Pratt
- Annie E. Casey Foundation DC, MD – Program Manager
- Fresenius Medical Care
- Citibank - Hagerstown, MD
- NVR Inc.
- URS Federal Services
- The Clearing House
- Cadmus Group Inc.
- TIAA-CREF
- Exelon Energy – Program Manager
- National Housing Trust
- Exelon – PA / MD / NY
- Prometric McHenry
- Pinnacle Advisory Group
- Honda
- Allen & Overy
- Institute of International Education
- NYU DC
- Washington County Public Schools
- Department Labor Licensing and Regulation
- National Capital Planning Commission
- Department of Health and Human Hygiene
- Center on Budget and Policy Priorities
- US Army Fort Detrick
- US Marshals Service
- Department of Energy, Cyber Security
- PMP Certification, 2013
- PMI, 2011 - 2013
- CEDIA, 1996-2011
- NSCA – 1993, 1994, 1995-1998

Tae Kyoung Ko
Project Engineer

Academic and Professional Background

- Syn Aud Con – Core Principles of Audio, March 2009
- Infocomm ICIA classes, July 2006
- Tandberg Technical Training, December 2005
- American University
Majored in Audio Technology with B.S. degree June 1997 – January 2000

Professional Experience

AVI-SPL

Project Engineer/Manager, March 2000- Present

Selected Project Development and Project Management Experience

- Capital One – McLean, VA
- DRS – Gaithersburg, MD
- University of Maryland – Hagerstown, MD
- Northrop Grumman – Reston, VA
- Centrum - McLean, VA
- PRTM – Washington, DC
- Goldman Sachs in NY
- HMS Host – Bethesda, MD
- Cleary Gottlieb – Washington, DC
- N.E.W – Sterling, VA
- Quadrangle – Washington, DC
- Towson University – Towson, MD
- American Beverage Association – Washington, DC
- Zero to Three – Washington, DC
- Cornerstone Research – Washington, DC
- Mulvanny G2 Architect – McLean, VA
- McAfee – Herndon, VA
- McDermott, Will & Emery – Washington, DC
- Bayer Corporation – Washington, DC
- Finnegan Henderson – Washington, DC
- Lockheed Martin – Rockville, MD
- MITRE – Vienna, VA
- Northrop Grumman – Charlottesville, VA
- Northrop Grumman – Washington, DC
- Northrop Grumman – McLean, VA
- Northrop Grumman – Herndon, VA
- Northrop Grumman – Newport News, VA
- Perkins Coie – Washington, DC

- **Rockwell Collis – Sterling, VA**
- **Association for Supervision and Curriculum Development – Alexandria, VA**
- **Exelis – Hendon, VA**
- **Raytheon – Arlington, VA**
- **IBM – Herndon, VA**
- **Capital Source – Bethesda, MD**
- **Bread for the World – Washington, DC**
- **George Mason – Manassas, VA**
- **Hilton Hotel – Herndon, VA**
- **Prison Fellowship Ministries - Auditorium**
- **NASA Federal Credit Union – Upper Marlboro, MD**
- **SAMHSA in MD**
- **NHIES in MD**
- **State Department in DC**
- **Postal Rate Commission in DC**
- **PhRMA in DC**
- **National Archives in DC**
- **U.S. Commodity Futures Trading Commission in DC**

Affiliations

Infocomm Member, CTS-D Certificate
Tandberg Technical Certification
ClearOne Certified Technical Specialist
Extron – School of Audio Visual Technologies Certificate
AMX – Programming I Class
Crestron – Crestron Essentials of Crestron Programming
Crestron – DMC-E

Cindy Turner
Public Sector Contracts Manager

Ms. Cindy Turner is a well-respected professional whose expertise includes more than 30 years in the audiovisual industry. In her role with AVI-SPL, she is uniquely experienced in meeting the complex needs of our contracting bids, including those in the southeast region. In addition, she provides specialized support for several Education Market Managers.

At every level, Ms. Turner has proven to be dedicated to providing excellence, both internally and with AVI-SPL customers. Through her steadfast commitment, attention to detail and efficiency, Ms. Turner continuously meets scheduling, budgeting and productivity needs.

Ms. Turner's strength also lies in her in-depth knowledge of today's leading manufacturers and products, particularly those in the education field. Her manufacturer relationships include, but are not limited to:

- SMART Technologies
- Epson
- Mitsubishi
- NEC
- Hitachi
- Panasonic
- Copernicus
- Samsung Opti
- Vivitek

In her previous roles, Ms. Turner has served the industry as a video manager, office manager and systems integration administration assistant.

C. PRIMARY POINT OF CONTACT

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.

The primary point of contacts for sales support and problem resolution for VASCUPP are listed below:

Gil Sylvia, Account Manager, 540 Huntmar Park Dr., Suite B, Herndon, VA 20170

Phone: (301) 306-0120 Email: Gil.Sylvia@avispl.com

D. HIGHER EDUCATION CONTRACTS

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

AVI-SPL is in supply chain at UVA as a preferred vendor – AVI-SPL is also on the VITA contract and we do business with all State and Local Governments in VA as well as Universities and Community Colleges

E. VASCUPP MEMBER INSTITUTION ANNUAL SALES

Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: We are applying for the VASCUPP for the first time.

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

VASCUPP Member Institution	Annual Sales
George Mason University	\$536,521.55
James Madison University	
Old Dominion University	
Radford University	
University of Virginia	\$97,995.92
Virginia Commonwealth/Balfour Beatty	\$765,000.00
Virginia Military Institute	
Virginia Tech	
William & Mary	
Longwood University	
University of Mary Washington	\$1,407,039.55

8. BANK OF AMERICA PURCHASE CARD

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

Yes, AVI-SPL, Inc. does accept credit card payments for orders of \$5,000 or less.

9. TERMS AND CONDITIONS

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.

APPENDIX I

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.

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
 - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
 - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
 - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
 - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN
 BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

List the names of the SWaM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO), or Minority-Owned (MO).

<u>Name of Businesses:</u>	<u>SB, WO, MO:</u>	<u>Role in contract:</u>
RTW Media #666946	Small Business	Subcontracting labor for installation and integration of AV product solutions
Lorandka #720232	Small Business	Subcontracting labor for installation and integration of AV product solutions
Fiber Plus, Inc. #666745	Small Business	Subcontracting labor for installation and integration of AV product solutions

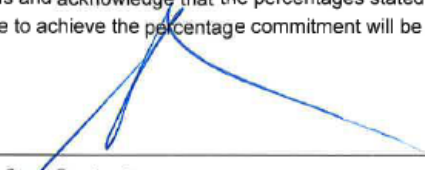
Commitment for utilization of DSBSD SWaM Businesses:

45 % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: Cindy Turner
 Email: Cindy.Turner@avispl.com
 Phone: (813) 884-7168
 Firm: Audio Visual Innovations, Inc.

Offeror understands and acknowledge that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:
 By (Signature): 
 Name Printed: Steve Benjamin
 Title: Executive Vice President
 Email: Steve.Benjamin@avispl.com

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <http://www.sbsd.virginia.gov/swamcert.html>) to fulfill the Offeror's commitment for utilization.

APPENDIX II

INVOICING AND PAYMENT

11. Method of Payment

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

APPENDIX II INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, 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.

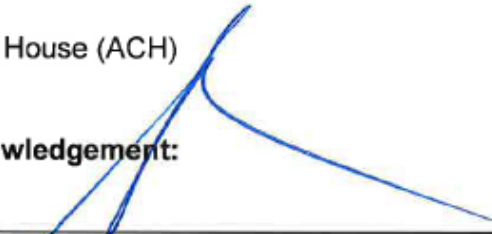
Questions regarding this method of payment should be sent to commcard@vcu.edu.

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: <http://www.vcu.edu/treasury/VendorACH.htm>.

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:	Steve Benjamin
Title:	Executive Vice President
Name of Firm:	Audio Visual Innovations, Inc.
Date:	November 2, 2016

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:	Shonteria Lewis
Title:	AR Analyst
Mailing address:	6301 Benjamin Road, Suite 101 Tampa, FL 33634
Email address:	Shonteria.Lewis@avispl.com
Phone number:	813-884-7168
Fax number:	813-884-1013

PRICING FOR VASCUPP

Pricing for VASCUPP

**Multimedia Presentation Equipment
 Accessories**

3M	Accessories	2.00%
AKG	Accessories	30.00%
Alesis	Accessories	30.00%
Allen and Heath	Accessories	24.00%
Altinex	Accessories	15.00%
AMX	Accessories	25.00%
Analog Way	Accessories	12.00%
Anchor	Accessories	20.00%
APC	Accessories	20.00%
Atlas Technologies	Accessories	22.00%
Audio Technica	Accessories	15.00%
Aurora Multimedia	Accessories	25.00%
Barco	Accessories	10.00%
BenQ	Accessories	30.00%
Blank Diamond	Accessories	15.00%
Blonder Tongue	Accessories	4.00%
Bogen Manfrotto	Accessories	15.00%
Bretford	Accessories	30.00%
Canon	Accessories	10.00%
CaseCracker by Cardinal Peak	Accessories	5.00%
Chief	Accessories	30.00%
Christie	Accessories	25.00%

Cisco	Accessories	25.00%
Clarity	Accessories	10.00%
Clear One	Accessories	20.00%
Community	Accessories	20.00%
Crestron	Accessories	30.00%
Crown	Accessories	25.00%
Da-lite	Accessories	20.00%
Denon	Accessories	24.00%
Digital Projections	Accessories	10.00%
Draper	Accessories	20.00%
EAW	Accessories	15.00%
Eike	Accessories	30.00%
Elmo	Accessories	5.00%
Epson	Accessories	15.00%
Epson	Accessories	10.00%
Exact	Accessories	20.00%
Extron	Accessories	35.00%
Fast Forward video	Accessories	3.00%
Fender	Accessories	35.00%
FSR	Accessories	20.00%
Galaxy Audio	Accessories	25.00%
Gator Case	Accessories	30.00%
Hitachi	Accessories	10.00%
InFocus/Proxima	Accessories	10.00%
Integra	Accessories	25.00%
JBL	Accessories	20.00%
Juice Goose	Accessories	25.00%
JVC	Accessories	10.00%
JVC Con	Accessories	5.00%
JVC pro	Accessories	5.00%
K O H	Accessories	3.00%

Kramer Electronics	Accessories	30.00%
KSI Professional	Accessories	35.00%
LG	Accessories	10.00%
LG electronics	Accessories	10.00%
Listen technologies	Accessories	20.00%
lite panels	Accessories	5.00%
little lite	Accessories	18.00%
Lowel lighting	Accessories	20.00%
Lumens	Accessories	10.00%
Luxor	Accessories	25.00%
Mackie	Accessories	25.00%
Magenta research	Accessories	15.00%
Magic Box	Accessories	10.00%
Maranz	Accessories	20.00%
Marshall Electronics	Accessories	10.00%
Mid Atlantic	Accessories	25.00%
Mitsubishi	Accessories	10.00%
NEC	Accessories	25.00%
Nikon	Accessories	5.00%
Onkyo	Accessories	20.00%
Panasonic	Accessories	8.00%
Panasonic Pro	Accessories	8.00%
Peerless	Accessories	30.00%
Pelco	Accessories	25.00%
Polycom- hardware	Accessories	18.00%
Projection Design	Accessories	20.00%
Qomo	Accessories	20.00%
QSC	Accessories	25.00%
Rane	Accessories	30.00%

Recordex	Accessories	30.00%
Renkus-Heinz	Accessories	25.00%
Revolabs	Accessories	15.00%
Sabine	Accessories	15.00%
Samson	Accessories	25.00%
Samsung	Accessories	10.00%
Samsung	Accessories	10.00%
Sanyo	Accessories	10.00%
SennHeiser	Accessories	30.00%
Sharp	Accessories	10.00%
Shure	Accessories	20.00%
sierra Video	Accessories	25.00%
Smart	Accessories	5.00%
Smart Technologies	Accessories	15.00%
Sonic Foundry	Accessories	10.00%
Sony	Accessories	5.00%
Soundcraft	Accessories	15.00%
Soundtube	Accessories	25.00%
Teach logic	Accessories	25.00%
Telex	Accessories	25.00%
Tote-Vision	Accessories	13.00%
Tripp-Lite	Accessories	20.00%
Tvone	Accessories	10.00%
Vaddio	Accessories	25.00%
Vbrick	Accessories	10.00%
West Penn	Accessories	20.00%
Whirlwind	Accessories	10.00%
Wolfvision	Accessories	10.00%
Yamaha	Accessories	1.00%

Multimedia Presentation Equipment Amplifiers and Mixers

Alesis	Amplifiers and Mixers	30.00%
Allen & Heath	Amplifiers and Mixers	20.00%
Allen and Heath	Amplifiers and Mixers	18.00%
AMX	Amplifiers and Mixers	30.00%
Analog Way	Amplifiers and Mixers	30.00%
Atlas Technologies	Amplifiers and Mixers	25.00%
ClearOne	Amplifiers and Mixers	20.00%
Crestron	Amplifiers and Mixers	30.00%
Crown	Amplifiers and Mixers	35.00%
EAW	Amplifiers and Mixers	35.00%
Extron	Amplifiers and Mixers	35.00%
LG electronics	Amplifiers and Mixers	20.00%
Listen technologies	Amplifiers and Mixers	20.00%
Mackie	Amplifiers and Mixers	25.00%
Magenta research	Amplifiers and Mixers	20.00%
Midas	Amplifiers and Mixers	20.00%
Marantz	Amplifiers and Mixers	20.00%
Marshall Electronics	Amplifiers and Mixers	20.00%
Peavey	Amplifiers and Mixers	20.00%
QSC	Amplifiers and Mixers	25.00%
Rane	Amplifiers and Mixers	25.00%
RDL	Amplifiers and Mixers	25.00%
Recordex	Amplifiers and Mixers	25.00%
Renkus-Heinz	Amplifiers and Mixers	25.00%
Samson	Amplifiers and Mixers	25.00%

Samsung	Amplifiers and Mixers	10.00%
Sony	Amplifiers and Mixers	9.00%
Sierra Video	Amplifiers and Mixers	25.00%
Soundtube	Amplifiers and Mixers	30.00%
Teac	Amplifiers and Mixers	25.00%
teach logic	Amplifiers and Mixers	32.00%
Telex	Amplifiers and Mixers	22.00%
TV-one	Amplifiers and Mixers	22.00%
Yamaha	Amplifiers and Mixers	25.00%
QSC	Amplifiers and Mixers	20.00%
BIAMP	Amplifiers and Mixers	20.00%
Harman Professional	Amplifiers and Mixers	20.00%
Clear one	Amplifiers and Mixers	30.00%
Crown	Amplifiers and Mixers	20.00%

Audio Switching

Alesis	Audio Switching	25.00%
Allen and Heath	Audio Switching	20.00%
Altinex	Audio Switching	15.00%
AMX	Audio Switching	25.00%
Analog Way	Audio Switching	12.00%
Anchor	Audio Switching	20.00%
Atlas Technologies	Audio Switching	22.00%
Audio Technica	Audio Switching	28.00%
Aurora Multimedia	Audio Switching	23.00%
Biamp	Audio Switching	20.00%
Blonder Tongue	Audio Switching	3.00%
Bogen Manfrotto	Audio Switching	15.00%
Crestron	Audio Switching	30.00%

Clear one	Audio Switching	30.00%
Crown	Audio Switching	35.00%
Denon	Audio Switching	25.00%
EAW	Audio Switching	15.00%
Extron	Audio Switching	35.00%
Fender	Audio Switching	30.00%
Galaxy Audio	Audio Switching	23.00%
Integra	Audio Switching	24.00%
JVC	Audio Switching	5.00%
JVC Con	Audio Switching	5.00%
JVC pro	Audio Switching	5.00%
KSI Professional	Audio Switching	30.00%
LG	Audio Switching	10.00%
LG electronics	Audio Switching	10.00%
Listen technologies	Audio Switching	18.00%
Marshall Electronics	Audio Switching	10.00%
Mackie	Audio Switching	28.00%
Onkyo	Audio Switching	20.00%
Panasonic	Audio Switching	5.00%
Renkus-Heinz	Audio Switching	23.00%
Samson	Audio Switching	20.00%
Samsung	Audio Switching	8.00%
Symtrix	Audio Switching	20.00%
Sierra Video	Audio Switching	28.00%
Sony	Audio Switching	7.00%
Soundcraft	Audio Switching	10.00%
Soundtube	Audio Switching	25.00%
Teach logic	Audio Switching	22.00%
Telex	Audio Switching	30.00%
Tvone	Audio Switching	8.00%
Vaddio	Audio Switching	25.00%

Whilwind	Audio Switching	10.00%
Yamaha	Audio Switching	12.00%

Cameras and Camcorders

Canon	Cameras and Camcorders	8.00%
Nikon	Cameras and Camcorders	10.00%
Panasonic	Cameras and Camcorders	10.00%
Pelco	Cameras and Camcorders	10.00%
Sony	Cameras and Camcorders	10.00%
Vaddio	Cameras and Camcorders	25.00%
All other Brands	Cameras and Camcorders	10.00%

CD Players

JVC	CD Player	10.00%
Sony	CD Player	10.00%
Panasonic	CD Player	10.00%
Pioneer	CD Player	10.00%
All other Manufacturers	CD Player	8.00%

Digital signage

Magenta	Digital signage	14.00%
Magic Box	Digital signage	9.00%
Sharpe	Digital signage	9.00%
Sierra Video	Digital signage	20.00%
Visix	Digital signage	9.00%
Industry Weapon	Digital signage	20.00%
All other Manufacturers	Digital signage	15.00%

Multi-Media Furniture Furniture

AVTEQ	Furniture	20.00%
BEI Furniture	Furniture	20.00%
Da-lite Furniture	Furniture	20.00%
Evans Furniture	Furniture	20.00%
Marshall Furniture	Furniture	20.00%
Draper	Furniture	20.00%
Exact	Furniture	20.00%
KSI	Furniture	20.00%
Mid-Atlantic	Furniture	20.00%
Spectrum	Furniture	20.00%
Winsted	Furniture	20.00%
Ergotron	Furniture	25.00%
VFI Furniture	Furniture - carts - cubicles etc.	20.00%
AVF		20.00%
All other Manufacturers	Furniture	10.00%

Microphones

Beyerdynamic	Microphones	20.00%
Clearcom	Microphones	15.00%
Audio-Technica	Microphones	15.00%
Audix	Microphones	15.00%
Crown	Microphones	33.00%
Sennheiser	Microphones	25.00%
Shure	Microphones	28.00%
Sony	Microphones	8.00%
Anchor	Microphones	15.00%
AudioTechnica	Microphones	30.00%

Crown	Microphones	30.00%
EAW	Microphones	13.00%
Extron	Microphones	35.00%
Galaxy	Microphones	20.00%
Listen	Microphones	15.00%
Revolabs	Microphones	10.00%
Sabine	Microphones	15.00%
Samson	Microphones	24.00%
Sennheiser	Microphones	18.00%
All other Manufacturers	Microphones	15.00%

Projectors larger than 7lbs.

Digital Projection Inc.	Projectors larger than 7lbs.		20.00%
Epson	Projectors larger than 7lbs.	(Will provide Brighter Futures Pricing)	35.00%
InFocus	Projectors larger than 7lbs.		25.00%
Christie	Projectors larger than 7lbs.		20.00%
JVC	Projectors larger than 7lbs.		20.00%
NEC	Projectors larger than 7lbs.		25.00%
Sanyo	Projectors larger than 7lbs.		20.00%
Sharp	Projectors larger than 7lbs.		20.00%
Sony	Projectors larger than 7lbs.		20.00%
Toshiba	Projectors larger than 7lbs.		27.00%
Hitachi	Projectors larger than 7lbs.		26.00%
Panasonic	Projectors larger than 7lbs.		15.00%
Projection Design	Projectors larger than 7lbs.		20.00%
All other Manufacturers	Projectors larger than 7lbs.		10.00%

Projectors- 7lbs or less

Epson	Projectors- 7lbs or less	30.00%
BenQ	Projectors- 7lbs or less	25.00%
InFocus	Projectors - 7lbs or less	20.00%
Christie Digital	Projectors - 7lbs or less	20.00%
NEC	Projectors - 7lbs or less	25.00%
Sanyo	Projectors - 7lbs or less	25.00%
Sony	Projectors - 7lbs or less	25.00%
Toshiba	Projectors - 7lbs or less	25.00%
Hitachi	Projectors - 7lbs or less	25.00%
Canon	Projectors - 7lbs or less	15.00%
Panasonic	Projectors - 7lbs or less	25.00%
3M	Projectors - 7lbs or less	10.00%
Eike	Projectors - 7lbs or less	25.00%
Sharpe	Projectors - 7lbs or less	25.00%
All other screen manufacturers	All other screen manufacturers	25.00%

Service and Maintenance Contracts

Crestron	service and Maintenance contracts	12.00%
AMX	service and Maintenance contracts	12.00%
Polycom	service and Maintenance contracts	7.00%
Cisco	service and Maintenance contracts	7.00%
All other Companies	service and Maintenance contracts	5.00%

Video Switching

3M	Video Switching	2.00%
Altinex	Video Switching	15.00%
AMX	Video Switching	22.00%
Blank Diamond	Video Switching	15.00%
Blonder Tongue	Video Switching	3.00%

Crestron	Video Switching	35.00%
Krammer	Video Switching	5.00%
Integra	Video Switching	20.00%
JVC	Video Switching	4.00%
JVC Con	Video Switching	4.00%
JVC pro	Video Switching	4.00%
Kramer Electronics	Video Switching	25.00%
LG	Video Switching	7.00%
LG electronics	Video Switching	7.00%
Magenta	Video Switching	14.00%
Marshall Electronics	Video Switching	12.00%
RDL	Video Switching	20.00%
Recordex	Video Switching	25.00%
Polycom	Video Switching	16.00%
Sierra Video	Video Switching	25.00%
Sony	Video Switching	5.00%
Vbrick	Video Switching	17.00%
Wolfvision	Video Switching	15.00%
Comprehensive	Video Switching	10.00%
FSR, INC	Video Switching	12.00%
Extron	Video Switching	30.00%
Furman	Video Switching	20.00%
Interlink Electronics	Video Switching	12.00%
Vista Systems	Video Switching	20.00%
RGB Spectrum	Video Switching	15.00%
all other manufacturers	Video Switching	15.00%

Teleconferencing and Communication Equipment

Video/Audio Conferencing

AMX	Video/Audio Conferencing	25.00%
analog way	Video/Audio Conferencing	5.00%
Atlas tech	Video/Audio Conferencing	20.00%
Aurora Multimedia	Video/Audio Conferencing	20.00%
Clear One	Video/Audio Conferencing	30.00%
Crestron	Video/Audio Conferencing	25.00%
Cisco	Video/Audio Conferencing	25.00%
Crown	Video/Audio Conferencing	25.00%
JVC	Video/Audio Conferencing	4.00%
Kramer	Video/Audio Conferencing	25.00%
Panasonic	Video/Audio Conferencing	3.00%
Polycom	Video/Audio Conferencing	15.00%
QSC	Video/Audio Conferencing	25.00%
Rane	Video/Audio Conferencing	25.00%
Revolabs	Video/Audio Conferencing	10.00%
Sierra Video	Video/Audio Conferencing	25.00%
Sennhieser	Video/Audio Conferencing	25.00%
Shure	Video/Audio Conferencing	15.00%
Sony	Video/Audio Conferencing	9.00%
LifeSize	Video Conferencing	20.00%
Radvision	Video Conferencing	10.00%
Sony	Video Conferencing	10.00%
ALL OTHER BRANDS	Video/Audio Conferencing	15.00%

Electronic Whiteboards

Smart Technologies	Electronic Whiteboards/Interactive Flat Panels	20.00%
Promethean	Electronic Whiteboards	15.00%
Panasonic	Electronic Whiteboards	15.00%
Epson	Electronic Whiteboards	15.00%
All other Companies	Electronic Whiteboards/whiteboards	15.00%

LCD/ Monitors Large

NEC	LCD/ Monitors Large	10.00%
Samsung	LCD/ Monitors Large	10.00%
Sharp	LCD/ Monitors Large	10.00%
Panasonic	LCD/ Monitors Large	10.00%
Sony	LCD/ Monitors Large	8.00%
LG	LCD/ Monitors Large	10.00%
Barco	LCD/ Monitors Large	10.00%
Prysm	LCD/ Monitors Large	10.00%
Christie Digital	LCD/ Monitors Large	10.00%
Planar	LCD/ Monitors Large	10.00%
Mitsubishi	LCD/ Monitors Large	10.00%
JVC	LCD Monitors (small 30" or less)	10.00%
NEC	LCD Monitors (small 30" or less)	10.00%
Panasonic	LCD Monitors (small 30" or less)	10.00%
Samsung	LCD Monitors (small 30" or less)	10.00%
Mitsubishi	LCD Monitors (small 30" or less)	10.00%
NEC	LED Monitors Large	20.00%
Samsung	LED Monitors Large	20.00%
Sharp	LED Monitors Large	20.00%
Panasonic	LED Monitors Large	20.00%
Sony	LED Monitors Large	20.00%
LG	LED Monitors Large	20.00%

Barco	LED Monitors Large	20.00%
Prysm	LED Monitors Large	20.00%
Christie Digital	LED Monitors Large	20.00%
Planar	LED Monitors Large	20.00%
Mitsubishi	LED Monitors Large	20.00%
JVC	LED Monitors (small 30" or less)	20.00%
NEC	LED Monitors (small 30" or less)	20.00%
Panasonic	LED Monitors (small 30" or less)	20.00%
Samsung	LED Monitors (small 30" or less)	20.00%
All Brands other than above	LED Monitors (small 30" or less)	20.00%

Speakers

Teach logic	speakers	24.00%
Soundcraft	speakers	20.00%
Samson	speakers	25.00%
Renkus	speakers	20.00%
Polycom	speakers	15.00%
Pioneer	speakers	13.00%
Peavey	speakers	10.00%
Panasonic	speakers	15.00%
Mackie	speakers	25.00%
Fender	speakers	30.00%
JBL	speakers	20.00%
Community	speakers	20.00%
Anchor	speakers	15.00%
Crestron	speakers	25.00%
Tannoy/TC Group	speakers	20.00%
Atlas sound	speakers	24.00%
Harman pro	speakers	25.00%
QSC	speakers	30.00%

Extron	speakers	25.00%
Atlas	speakers	15.00%
JBL	speakers	20.00%
KSI	speakers	20.00%
Quam	Speakers	20.00%
SMART	speakers	20.00%
Epson	speakers	25.00%
All Brands other than above	speakers	20.00%

Overhead - Projectors

Eiki	Overhead - Projectors	35.00%
Elmo	Overhead - Projectors	15.00%

Projector Screens

Mustang	Projector Screens	20.00%
DaLite	Projector Screens	25.00%
Draper	Projector Screens	20.00%
Stewart	Projector Screens	20.00%
All Brands other than above	Projector Screens	15.00%
Vutec	Projector Screens	25.00%

Mounts

Peerlees	mounts	25.00%
Chief- Milestone	mounts	33.00%
All other mount Manufacturers	Mounts	10.00%

Interactive Displays

Newline	Interactive displays	10.00%
Microsoft Hub	Interactive displays	10.00%
NEC	Interactive displays	10.00%

Planar	Interactive displays	10.00%
SMART	Interactive displays	10.00%
Sharp	Interactive displays	10.00%
Qomo	Interactive displays	10.00%
All other mount Manufacturers	Interactive displays	10.00%

CD player/ Blue Ray

JVC	CD player/ Blue ray	10.00%
Panasonic	CD player/ Blue ray	12.00%
Phillips	CD player/ Blue ray	10.00%
Sony	CD player/ Blue ray	13.00%
Toshiba	CD player/ Blue ray	10.00%
LG	CD player/ Blue ray	10.00%
Pioneer	CD player/ Blue ray	10.00%
all other brands	CD player/ Blue ray	10.00%

Processors/switches

Comprehensive	Processors/switches	10.00%
FSR, INC	Processors/switches	20.00%
Extron	Processors/switches	25.00%
Furman	Processors/switches	20.00%
Interlink Electronics	Processors/switches	20.00%
Kramer	Processors/switches	20.00%
Lutron	Processors/switches	20.00%
Magenta Research	Processors/switches	20.00%
Vista Systems	Processors/switches	20.00%
RGB Spectrum	Processors/switches	20.00%
Barco	Processors/switches	20.00%

Barco	Cubes and Direct View LED VW	20.00%
Prysm	Cubes and Direct View LED VW	20.00%
Christie Digital	Cubes and Direct View LED VW	20.00%
Planar	Cubes and Direct View LED VW	20.00%
All other Man. This category	Cubes and Direct View LED VW	18.00%
Microsoft	Collaborative systems	14.00%
Epson	Collaborative systems	10.00%
Prysm	Collaborative systems	10.00%
SurgeX	Integration Device protection	18.00%
V-Brink	Integration - Devices	17.00%
Compulock	Branded equipment	25.00%

Computer Presentation Equipment – Streaming and Webcasting

services

AVISPL	Services	10.00%
VMR Services	Video conferencing services	10.00%
Accordent Streaming	Steaming devices	10.00%
additional brands	All other brands and services	10.00%

Video Walls

Barco	Video Walls	20.00%
Christie Digital	Video Walls	30.00%
Planar	Video Walls	20.00%
Jupiter	Video Walls	20.00%
Mitsubishi	Video Walls	25.00%
NanoLumens	Video Wall	20.00%

Control Processors

Crestron	Control- Processors	30.00%
AMX	Control- Processors	30.00%
Extron	Control- Processors	30.00%
Planar	Control- Processors	20.00%
All other Wall processors	Control- Processors	25.00%
All other Wall processors software	Control Processors software	20.00%

Video Conferencing

LifeSize	Video Conferencing	15.00%
Polycom	Video Conferencing	15.00%
Radvision	Video Conferencing	10.00%
Sony	Video Conferencing	10.00%
CISCO	Video Conferencing	25.00%
Avocent	Audiovisual - Integration Devices	25.00%
Biamp	Audiovisual - Audio Amplifiers and Mixers	20.00%

Panasonic	Audiovisual - Electronic Whiteboards	20.00%
MidAtlantic	Rack Systems	20.00%
Raxxes	Rack Systems	20.00%
Cables to Go	wire and cable	10.00%
Crestron	wire and cable	25.00%
Liberty	wire and cable	20.00%
Belden	wire and cable	20.00%
C2G	wire and cable	20.00%
Comprehensive	wire and cable	20.00%
Extron	wire and cable	20.00%
Tripplite	equipment	25.00%
AVI-SPL	service and Maintenance agreements	5.00%
AVI-SPL	renewal contracts	5.00%

** AVI-SPL will provide - post award - MSPR pricing to the commonwealth for all Manufacturers.



NEGOTIATION QUESTIONS 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 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

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

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

Yes – AVI-SPL, Inc. agrees to comply with the Procurement requirements stipulated in Section V, Item F- 1-5.

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

Yes – AVI-SPL, Inc. agrees all the language in section 1, purpose on Page 4

4. Proposed Pricing:

a. Most but not all of the product discounts proposed are as deep as the discounts on the VITA contract that your company has.



- b. 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?

If there are any discounts offered by any of the manufactures proposed in our contract, we will pass on all discounts to all Colleges and Universities covered under this contract. Our goal in to offer the best price available to the Vascupp contract participants and will offer under Vascupp pricing.

- c. 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 with all of the proposed contract discounts at a minimum 2.0% less than the VITA contract your company has since the VITA surcharge does not apply to a VASCUPP contract.

AVI-SPL, Inc. will offer the pricing provided at an additional discount of 2% under its Current VITA contract pricing - Also AVI-SPL, Inc. will offer volume discounting on all manufactures if a discount is offered – we will insure that the VASCUUPP contract participants will be provided the best possible pricing provided to anyone AVI-SPL, Inc. sells to.

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.

Terms and conditions amendment:

All purchases under the VASCUPP contract will be adhered to and take precedence over all other contracts all other terms and conditions do not apply.

Name of Company: Audio Visual Innovations, Inc.

Name: Steve Benjamin

Signature: _____

Title: Executive Vice President

Date: January 16, 2017