



# VCU Procurement Services

Date: September 22, 2021

Mr. Bruce Pittman  
Avitecture Inc.  
1 Export Drive  
Sterling, VA 20164

RE: Contract #: 7058821-03JC  
Extension of Contract

**Procurement Services**  
University Purchasing

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

804 828-1077  
Fax: 804 828-7837  
TDD: 1-800-828-1120  
[www.vcu.edu/procurement](http://www.vcu.edu/procurement)

Dear Mr. Pittman

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](mailto: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 #: 7058821-03JC

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**RESPONSE:**

Avitecture Inc.

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Name of Firm



Signature

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Bruce Pittman

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Name Printed

Vice President of Sales and Marketing

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Title

September 22, 2021

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Date



# VCU Procurement Services

February 22, 2021

Bruce Pittman  
1 Export Drive  
Sterling, VA 20164

RE: Contract #: 7058821-03JC  
Renewal No. 4 of Four (FINAL)

**Procurement Services**  
University Purchasing

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

804 828-1077  
Fax: 804 828-7837  
TDD: 1-800-828-1120  
[www.vcu.edu/procurement](http://www.vcu.edu/procurement)

Dear Mr. Pittman,

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 #: 7058821-03JC;

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 02/26/2020. If you have any questions, please contact me at (804) 628-2897.

Sincerely,

Jason Lofgreen, CUPO  
Senior Buyer

Contract #: : 7058821-03JC

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**RESPONSE:**

Avitecture, Inc.

Name of Firm

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Signature

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Bruce Pittman

Name Printed

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Vice President

Title

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February 22, 2021

Date

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# VCU Procurement Services

January 23, 2020

Bruce Pittman  
1 Export Drive  
Sterling, VA 20164

RE: Contract #: 7058821-03JC  
Renewal No. Three of Four (4)

**Procurement Services**  
University Purchasing

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

804 828-1077  
Fax: 804 828-7837  
TDD: 1-800-828-1120  
[www.vcu.edu/procurement](http://www.vcu.edu/procurement)

Dear Mr. Pittman,

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 #: 7058821-03JC;

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 #: 7058821-03JC

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**RESPONSE:**

Avitecture, Inc.

Name of Firm

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Signature

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Bruce Pittman

Name Printed

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Vice President

Title

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February 17, 2020

Date

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# VCU Procurement Services

Date: December 7, 2018

Avitecture, Inc.  
1 Export Drive  
Sterling, VA 20164

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

Dear Bob Thornton:

The VASCUPP cooperative contract # 7058821- 03JC 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 through 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](mailto:pbanks3@vcu.edu). If you have any questions, please contact me at (804) 828-0160.

Sincerely,

Princess Banks  
Senior Buyer

**Procurement Services**  
University Purchasing

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

804 828-1077  
Fax: 804 828-7837  
TDD: 1-800-828-1120  
[www.vcu.edu/procurement](http://www.vcu.edu/procurement)

**RESPONSE:**

Contract #: 7058821-03JC

Avitecture, Inc.  
Name of Firm

  
Signature

Bruce Pittman  
Name Printed

Vice President  
Title

December 10, 2018  
Date



		Categories							
Avitecture, Inc. Contract Nbr 4394459JC-01 (Existing Contract)		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
Manufacturer	Discount %								
AMX	28	■	■	■	■	■	■	■	
Atlas	20		■						
Audio Technica	12		■			■			
AVF	10								■
Beyerdynamic	15		■			■			
Biamp	18	■	■			■			
Chief	15	■	■						■
Christie Digital Systems	10	■	■						
Cisco Tandberg						■	■		
Hardware	18					■	■		
Service	5					■	■		
ClearOne	15	■	■						
ClockAudio	10	■	■						
Compulocks	10		■						■
Covid	10	■	■	■	■	■	■	■	
Crestron (non-lighting)	28	■	■	■	■	■	■	■	
Crown	20	■	■			■	■		
Da-Lite	19	■	■						■
Dell	5		■			■	■	■	
Draper	22	■	■						■
Epson	10		■	■					
Ergotron	10								■
Extron Electronics	28	■	■	■	■	■	■	■	
Fiber Options	5	■	■		■	■	■	■	
FSR	15		■						■
Icron	10	■	■		■	■	■		
Infocus	12		■	■					
JBL Professional	22	■	■			■	■		
KSI	30		■			■			■
Listen Technologies	12	■	■			■	■		
Logitech	5		■				■		
Marshall Furniture	18								■
Middle Atlantic Products	15						■		■
NEC	10	■	■			■	■		
Netgear	10		■			■	■	■	
Newtek (Tricaster)	10	■	■			■	■		
Planar	10	■	■			■	■		
Polycom		■	■			■			
Group Series	15	■	■			■			
SoundStructure	15	■	■			■			
QSC Audio Products	15	■	■			■			
Radio Design Labs	15		■			■	■		
Revolabs	11	■	■			■			
RGB Spectrum	12	■	■				■		
Samsung	15	■	■			■	■		
Sennheiser	17	■	■			■	■		
Sharp Professional	15	■	■			■	■		
Shure	20	■	■			■	■		
SMART Technologies	5		■						
Sony	10	■	■			■	■		
Surge-X	14						■		
Tannoy	15	■	■			■	■		

Tripplite	15					■	■		
Vaddio	15	■	■			■			
Vutec	5	■	■			■			
<b>Avitecture Maintenance Services</b>	<b>Discount %</b>	<b>Published Hourly Rate</b>	<b>VASCUPP Hourly Rate</b>						
Maintenance after the warranty period									
Locations within 65 mile radius of Avitecture:									
First hour on site (or fraction thereof)	26	\$240.00	\$177.60						
Hourly rate (after first hour)	30	\$140.00	\$98.00						
Locations OUTSIDE of 65 mile radius of Avitecture:									
Hourly Travel Rate	5	\$75.00	\$71.25						
First hour on site (or fraction thereof)	26	\$240.00	\$177.60						
Hourly Labor Rate (or fraction thereof)	30	\$140.00	\$98.00						
<b>Integration and System Implementation (hourly)</b>	<b>Discount %</b>	<b>Published Hourly Rate</b>	<b>VASCUPP Hourly Rate</b>						
Project Management	28.00%	\$115.00	\$82.80						
Programming	14.00%	\$150.00	\$129.00						
Design & Documentation	14.00%	\$115.00	\$98.90						
Final Installation	13.00%	\$90.00	\$78.30						
Training	13.00%	\$90.00	\$78.30						
Rental Equipment and Services		Custom Quote							



# 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, 5<sup>th</sup> Floor  
Box 980327  
Richmond, Virginia 23284

804 828-1077  
Fax: 804 828-7837  
TDD: 1-800-828-1120  
[www.vcu.edu/procurement](http://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](mailto: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)

7058821-03JC

**RESPONSE:**

**Avitecture, Inc.**

Name of Firm



Signature

**Bruce Pittman**

Name Printed

**Vice President of Sales and Marketing**

Title

**February 8, 2018**

Date



## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

**Contract Number: 7058821-03JC**

This contract entered into by Avitecture, 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 11, 2016; and
- (4) The Negotiated Modification dated January 12, 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:**

Avitecture, Inc.

By: Bruce Pittman

Name Printed: Bruce Pittman

Title: Vice President, Sales & Marketing

Date: February 20, 2017

**PURCHASING AGENCY:**

Virginia Commonwealth University

By: Karol Kain Gray

Name Printed: Karol Kain Gray

Title: VP Finance and Budget

Date: 2/24/17



**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](mailto: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](mailto: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](http://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](http://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

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, 5<sup>th</sup> Floor  
Richmond, VA 23284

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

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

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

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

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

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

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

**XII. CONTRACT ADMINISTRATION:**

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

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

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

- B. All direction and orders from VCU shall be transmitted through the Contract Administrator, or his designee. 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,

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 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.**

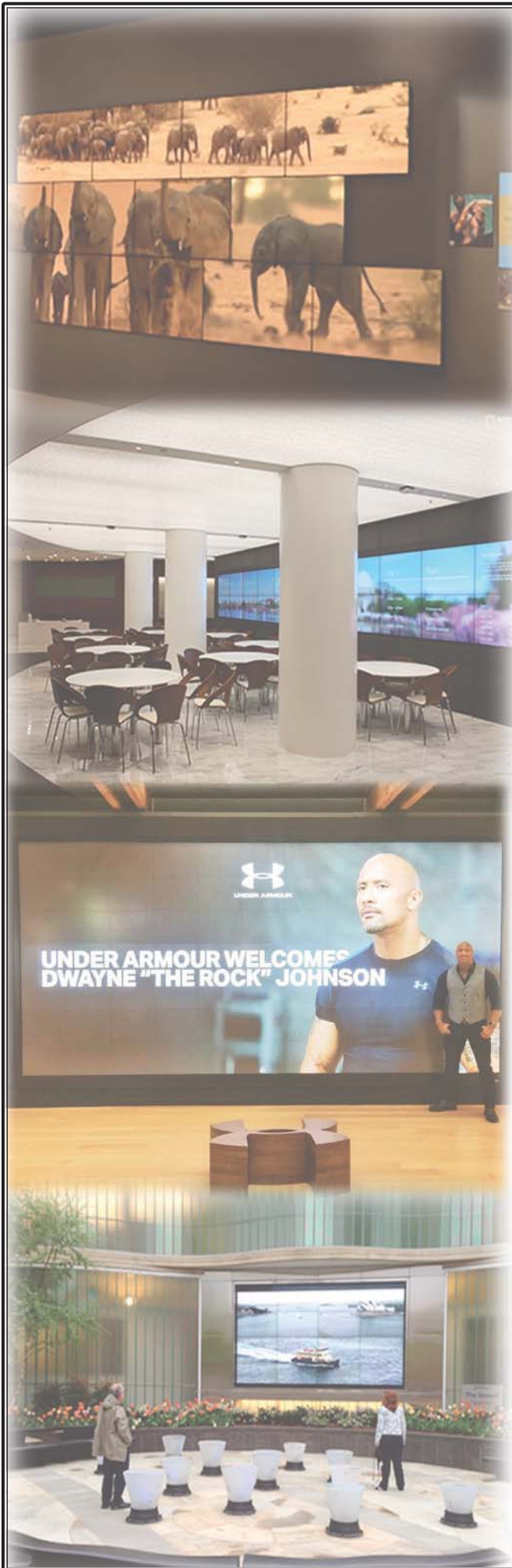
10. Section VI, Item B.3.g – There is a requirement to provide costs associated with Section V., Item D.4. However, in looking at the RFP, there is not a Section V., Item D.4. Can you please provide the details of this "additional service" requirement?

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

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

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

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



# Avitecture®

## Audiovisual Systems Proposal

VASCUPP Audio Visual Term  
Contracts

RFP# 7058821JC

DUE NOVEMBER 11, 2016

**ORIGINAL**

Prepared for



# VCU

VIRGINIA COMMONWEALTH UNIVERSITY



Prepared by

Bob Thornton, CTS  
Avitecture Systems Consultant

**VIRGINIA DMBE NUMBER 650634**

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November 11, 2016

Jackie Colbert  
Virginia Commonwealth University  
912 West Grace Street, 5<sup>th</sup> Floor  
Richmond, Virginia 23284-0327

Re: RFP #7058821JC

Dear Ms. Colbert:

Avitecture is pleased to deliver our proposal for the VASCUPP Audio Visual Term Contract for Virginia Commonwealth University. We have provided custom audiovisual solutions to colleges and universities, federal contractors, federal, state, and local governments, architects, and corporations in the Washington, DC metropolitan area and across the state of Virginia continuously for the past 37 years. Avitecture has been a VASCUPP vendor for the past 5-years delivering audiovisual systems to several member Institutions. Our bid is valid for 60 days from the due date of the proposal (November 10, 2016).

As a full service audiovisual design-build contractor, Avitecture is ready and able to continue to meet the requirements of the VASCUPP contract: Goods, Warranty and Maintenance, and Additional Services. Avitecture is a long-standing dealer for a wide array of audiovisual manufacturers. This is evidenced by our comprehensive list of brands offered and the corresponding discounts. All Avitecture service technicians are required to be CTS (Certified Technology Specialist) certified by InfoComm International as well as undergo intensive diagnostic and repair training. Our service department is manufacturer-certified to repair and service the equipment and systems we provide. Avitecture's team of dedicated Project Managers, Designers and Installers will provide all additional services required by the VASCUPP contract users.

With our team of seasoned professionals, statewide reach, and proven technology we are more than proud to present the attached audiovisual proposal to the Virginia Commonwealth University.

Sincerely yours,

Bob Thornton, CTS

Avitecture® Systems Consultant



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## Section I. RFP Cover Sheet

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## Section II. Proposed Price

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## Section II. Proposed Price

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### I. 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	<u>15</u> %	<u>= \$170,000</u>
Multimedia Presentation	\$700,000.	less	<u>15</u> %	<u>= \$595,000</u>
Multimedia Development	\$300,000.	less	<u>15</u> %	<u>= \$252,000</u>
Satellite Transmitting and Receiving	\$300,000.	less	<u>16</u> %	<u>= \$252,000</u>
Teleconferencing and Communication	\$1,300,000.	less	<u>16</u> %	<u>= \$1,092,000</u>
Computer Presentation	\$1,900,000	less	<u>15</u> %	<u>= \$1,615,000</u>
Broadband Distribution	\$200,000.	less	<u>16</u> %	<u>= \$168,000</u>
Multi-Media Furniture	\$ 150,000.	less	<u>16</u> %	<u>= \$126,000</u>
<b>Section A Total</b>				<b><u>\$4,270,000</u></b>

**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>\$125</u> =	<u>\$24,000</u>
Installation	700 hours	X	<u>\$80</u> =	<u>\$56,000</u>
Technical Assistance	50 hours	X	<u>\$100</u> =	<u>\$5,000</u>
Training	25 hours	X	<u>\$80</u> =	<u>\$2,000</u>
<b>Section B Total</b>				<b><u>\$87,000</u></b>

**C. Rental Equipment:**

	Annual Expenditures		% Discount	Discounted
Total				
<b>Section C Total</b>	<b>\$100,000.</b>	<b>Less</b>	<b><u>0</u> % =</b>	<b><u>\$0</u></b>

**Grand Total Sections A, B and C**      **\$4,357,000**

## Section II. Proposed Price

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### a. VASCUPP Equipment List

		Categories								
Avitecture, Inc. Contract Number 4394459JC-01 (Existing Contract)		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	
Manufacturer	Discount %									
AMX	28	■	■	■	■	■	■	■		
Atlas	20		■							
Audio Technica	12		■				■			
AVF	10								■	
Beyerdynamic	15		■				■			
Biamp	18	■	■				■			
Chief	15	■	■						■	
Christie Digital Systems	10	■	■							
Cisco Tandberg							■	■		
Hardware	18						■	■		
Service	5						■	■		
ClearOne	15	■	■							
ClockAudio	10	■	■							
Compulocks	10		■						■	
Covid	10	■	■	■	■	■	■	■		
Crestron (non-lighting)	28	■	■	■	■	■	■	■		
Crown	20	■	■				■	■		
Da-Lite	19	■	■						■	
Dell	5		■				■	■	■	
Draper	22	■	■						■	
Epson	10		■	■						
Ergotron	10								■	
Extron Electronics	42	■	■	■	■	■	■	■		
Fiber Options	5	■	■		■	■	■	■		
FSR	15		■						■	
Icron	10	■	■		■	■	■			
Infocus	12		■	■						
JBL Professional	22	■	■				■	■		
KSI	30		■				■		■	
Listen Technologies	12	■	■				■	■		
Logitech	5		■					■		
Marshall Furniture	18								■	
Middle Atlantic Products	15							■	■	
NEC	10	■	■				■	■		
Netgear	10		■				■	■	■	
Newtek (Tricaster)	10	■	■				■	■		
Planar	10	■	■				■	■		
Polycom		■	■				■			
Group Series	15	■	■				■			
SoundStructure	15	■	■				■			
QSC Audio Products	15	■	■				■			
Radio Design Labs	15		■				■	■		



<b>Avitecture, Inc. Contract Number 4394459JC-01 (Existing Contract)</b>		<b>Broadcast Television Equipment</b>	<b>Multimedia Presentation Equipment</b>	<b>Multimedia Development Equipment</b>	<b>Satellite Transmitting and Receiving Equipment</b>	<b>Teleconferencing and Communication Equipment</b>	<b>Computer Presentation Equipment – Streaming and Webcasting</b>	<b>Broadband Distribution Equipment</b>	<b>Multi-Media Furniture</b>
Revolabs	11	■	■			■			
RGB Spectrum	12	■	■				■		
Samsung	15	■	■			■	■		
Sennheiser	17	■	■			■	■		
Sharp Professional	15	■	■			■	■		
Shure	20	■	■			■	■		
SMART Technologies	5		■						
Sony	10	■	■			■	■		
Surge-X	14						■		
Tannoy	15	■	■			■	■		
Tripplite	15					■	■		
Vaddio	15	■	■			■			
Vutec	5	■	■			■			
<b>Avitecture Maintenance Services</b>	<b>Discount %</b>	<b>Published Hourly Rate</b>	<b>VASCUPP Hourly Rate</b>						
Maintenance after the warranty period									
Locations within 65 mile radius of Avitecture:									
First hour on site (or fraction thereof)	26	\$240.00	\$177.60						
Hourly rate (after first hour)	30	\$140.00	\$98.00						
Locations OUTSIDE of 65 mile radius of Avitecture:									
Hourly Travel Rate	5	\$75.00	\$71.25						
First hour on site (or fraction thereof)	26	\$240.00	\$177.60						
Hourly Labor Rate (or fraction thereof)	30	\$140.00	\$98.00						
<b>Integration and System Implementation (hourly)</b>	<b>Discount %</b>	<b>Published Hourly Rate</b>	<b>VASCUPP Hourly Rate</b>						
Project Management	28.00%	\$115.00	\$82.80						
Programming	14.00%	\$150.00	\$129.00						
Design & Documentation	14.00%	\$115.00	\$98.90						
Final Installation	13.00%	\$90.00	\$78.30						
Training	13.00%	\$90.00	\$78.30						
Rental Equipment and Services		Custom Quote							

## Section III. Approach to Providing Proposed Services

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## Section III. Approach to Providing Proposed Services

VCU RFP Section VI. B. 2.

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

Avitecture is a certified direct reseller for over 200 manufacturers and has strong partnerships with many certified distributors with access to thousands of product lines. Documentation is on file if required. Avitecture has included in our proposal in **Section II. Proposed Price** the following list of 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 below.

<b>AMX</b>	AVF	Apple
<b>Biamp</b>	<b>Chief</b>	<b>Christie</b>
<b>Cisco</b>	<b>Clearone</b>	Clock Audio
CompuLock	<b>Crestron</b>	<b>Dalite</b>
Dell	Epson	Ergotron
Extron	Icon	Infocus
<b>JBL</b>	Logitech	Middle Atlantic
<b>NEC</b>	Netgear	Newtek (Tricaster)
<b>Planar</b>	<b>Polycom</b>	<b>QSC</b>
Radio Design Labs	<b>Sharp</b>	<b>Shure</b>
Smart Technologies	Sony	<b>Tripplite</b>
Vaddio	Vutec	

Table III-A. Manufacturer List

\*\*\*Please see Avitecture's submission – Attachment E. Manufacturer Letters of Good Standing to see letters from the manufacturers above that are listed in **bold**.\*\*\*

*VCU RFP Section VI. B. 2.*

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

Aviture provides educational pricing discounts for Crestron A+, Extron Education contract, and Epson Brighter Futures pricing.

Aviture will offer Epson BF pricing as shown in their published BF price sheets – available upon request. Aviture’s standard Crestron discount is greater than the Crestron’s published A+ program pricing – also available upon request. Aviture will meet the 42% discount on MSRP as published by Extron for higher education institutions.

*VCU RFP Section VI. B. 2.*

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

Aviture’s proposed pricing for maintenance after the warranty period is as follows:

<b>Aviture Maintenance Services</b>	<b>Discount %</b>	<b>Published Hourly Rate</b>	<b>VASCUPP Hourly Rate</b>
Maintenance after the warranty period			
Locations within 65 mile radius of Aviture:			
First hour on site (or a fraction thereof)	26	\$240.00	\$177.60
Hourly rate (after first hour)	30	\$140.00	\$98.00
Locations OUTSIDE of 65 mile radius of Aviture			
Hourly Travel Rate	5	\$75.00	\$71.25
First hour on site (or a fraction thereof)	26	\$240.00	\$177.60
Hourly Labor Rate (or a fraction thereof)	30	\$140.00	\$98.00

*Table III-B. Proposed Pricing for Maintenance After Warranty Period*

The above hourly rates are the associated installation and system implementation rates for maintenance after the warranty period.

*VCU RFP Section VI. B. 2.*

- 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?*

Aviture’s offer does not include options to rent equipment. Aviture does not maintain any inventory for rental purposes. We are a design/build integration company with complete support after the installation.

VCU RFP Section VI. B. 2.

- 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.

Avitecture has included the hypothetical Pricing Schedule in our proposal submission **Section II. Proposed Price.**

VCU RFP Section VI. B. 3

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

Categories	Product Lines
Broadcast Television Equipment	Analog Way, Newtek, and Marshall Electronics
Multimedia Presentation Equipment	AMX, Crestron, Christie Digital, and Extron Electronics
Multimedia Development Equipment	Crestron, AMX, and Extron Electronics
Satellite Transmitting and Receiving Equipment	Fiber Options and Marshall Electronics
Teleconferencing and Communication Equipment	Cisco, Polycom, and Life Size
Computer Presentation Equipment Streaming and Webcasting	Accordant, AMX, and Crestron
Broadband Distribution Equipment	Analog Way, Belden, and Fiber Options
Multi-Media Furniture	Marshall Furniture, Middle Atlantic Products, and Forecast Consoles

Table III-C. Products Offered per Category

VCU RFP Section VI. B. 3

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

Avitecture, Inc. understands that individual University purchase orders will be issued for individual requirements on an “as needed” basis.

VCU RFP Section VI. B. 3

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

Avitecture, Inc. agrees to freight terms F.O.B. Destination/ pre- paid. – The only freight charges not included in our pricing is for custom furniture and other large objects not included as a part on our product-pricing matrix located in our proposal submission **Section II. Proposed Price.**

*VCU RFP Section VI. B. 3*

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

Avitecture's approach to the system design process has four very distinct phases. Each phase is intended to satisfy requirements for the entire project team and to maximize the efficiency of the design process.

### **PHASE I. SCHEMATIC DESIGN**

This first phase entails listening to the owner's functional requirements (both current and wish list) for the space in general terms and creating a schematic design that meets the owner's needs and budget. Benefits and liabilities of any proposed solutions are identified and explained in clear language, so the owner can make an informed decision on potentially complex, technical systems based on known facts from Avitecture's extensive and hard-won knowledge base.

The specific requirements of the facility on an area-by-area basis are identified as well. This will be accomplished through weekly project meetings with the client's technical representatives to map out the various areas and establish the requirements for each with regards to system capabilities, performance and growth potential. The purpose of this design phase is to determine the audiovisual systems design intent, create a thorough budgetary analysis, and ensure that the proper design direction is being followed.

*The deliverables during this phase typically include:*

#### **Design Concept Narrative**

The first step in the design process is determining the final experience intended in a written concept narrative.

#### **Cost Estimate and Proposed Equipment List**

The Cost Estimate is developed very early in the process, and used as a guideline when making design decisions. The estimate is based on an evolving equipment list. Avitecture adjusts the design based on this cost estimate and the desired budget.

#### **Preliminary Cut Sheet Binder**

Avitecture maintains a binder with product specification literature, such as cut sheets, for all products included in the design. We encourage the client to be aware of the products that will be used and learn about them.

VCU RFP Section VI. B. 3

- d. *Provide plans to provide the equipment and services specified in Section V.B – continued*

## **PHASE 2. DESIGN DEVELOPMENT**

Once the design direction has been clearly defined, we can finalize the facility impact information and proceed into a fully developed design. The deliverables of the first phase are all included in the Design Development deliverable and are updated to include any design revisions. Schematic drawings indicating system components and their connectivity are added, as well as a variety of other detailed drawings listed below. When Design Development is complete, we provide a cost breakdown for the equipment and installation.

*The deliverables during this phase typically include:*

### **Single Line Flow Diagrams**

Audio, video and control systems are all illustrated graphically to indicate their interconnectivity and signal flow. Devices are marked with manufacturer, model number, and unique identifiers.

### **Rack Elevations**

Audio, video and control system equipment racks are drawn to scale, indicating the locations of equipment and circuiting requirements. Device identifiers are indicated on all devices.

### **Patch Bay Elevations**

Patch points are indicated on signal flow diagrams, but the front elevations and labeling of the patch bays are illustrated on Patch Bay Elevation drawings.

### **Custom Panel Designs**

All custom manufactured audio and video panels throughout the facility are illustrated to scale with connector types, labels, and part numbers for buttons and connectors. These details also include the layout for cross-connect panels in the facility. This information is provided to facilitate the location of conduit entry points in the boxes.

### **Control Panel Layouts**

Layouts of all control panels will be provided to the client for review and will show all control functions, button locations, and labeling. Any changes will be incorporated in the final design.

### **Speaker Mounting Details**

Typical mounts for all speakers are illustrated, as well as unique, custom mounting systems used for speaker clusters.

VCU RFP Section VI. B. 3

- d. *Provide plans to provide the equipment and services specified in Section V.B – continued*

### **Projector, Display and Screen Mounting Details and Geometry**

Mounting hardware, locations and attachment points for projectors are illustrated on facility plan and section view drawings. The projection path, which must be clear of obstruction, will be clearly indicated, so that the client's architects and engineers can evaluate these requirements and ensure that all planned projection systems are suitable.

### **Grounding Detail**

This is a standard drawing that indicates the method of providing power and grounding to the audiovisual system. In general, a separate Technical Power system is provided on an isolated transformer. This is necessary to avoid unwanted hum and noise that can be introduced by lighting, mechanical equipment, and differing ground planes. All power for audiovisual equipment throughout the facility should be tied to the same isolated transformer.

### **Junction Box Locations**

The locations and types of all junction boxes for audio-video equipment will be illustrated on facility plan view drawings in AutoCAD format.

### **Cable Requirements**

The cable types and quantities required at each junction box location will be clearly indicated in order to determine conduit sizes and routing.

### **Equipment Room Layout**

The locations and sizes of all racks and distribution boxes in the audiovisual equipment rooms will be drawn to scale on facility plan view drawings.

### **Power Requirements**

Electrical requirements will be specified for the complete audiovisual system in the form of peak and average current and power draw. The Owner's electrical engineer will be able to size the transformer and design the electrical panel from this information.

### **Heat Load Data**

The approximate BTU generation of audiovisual equipment within the equipment room will be estimated for the client's HVAC engineer.



VCU RFP Section VI. B. 3

- d. *Provide plans to provide the equipment and services specified in Section V.B – continued*

### **PHASE III. CONSTRUCTION DOCUMENTS**

At this point, the design documents are now complete and build drawings are created to include cable numbers and other necessary details to allow the technicians in the field to build a complete, functioning system. The client will have in its possession all the submittals from this design contract in the form of relevant construction documents, a detailed Scope of Work and an equipment list with final pricing.

#### **Construction Administration**

Once the construction phase begins, Avitecture's Project Manager will collaborate with necessary trades to insure that all of our efforts of the past months do not go to waste. The Project Manager will insure that the infrastructure requirements detailed on the audiovisual design documents are understood in installed as indicated. The Project manager will inspect the work and in the event of any issues, make suggestions for corrective actions.

### **PHASE IV. INSTALLATION PHASE**

Within one day of receiving the notice to proceed with the installation, the necessary documentation is assembled into a "job jacket" and is distributed to Avitecture's installation team and the procurement department. This documentation includes the proposal as it was submitted to the client, the purchase order, client design package including drawings and signoff forms. It is the responsibility of the Avitecture® Systems Consultant to prepare this documentation.

A kick-off meeting is scheduled to discuss the project. Topics will include:

- Scope of Work
- Submittals
- Equipment delivery
- Room Priorities
- Building Access
- Load in Procedures
- Installation Schedule
- Change Order Procedure
- Roles and Responsibilities
- The Avitecture® Systems Consultant, Project Manager and System Designer will attend this meeting. At this point the Project Manager becomes the main point of contact for the project.

*VCU RFP Section VI. B. 3*

- d. Provide plans to provide the equipment and services specified in Section V.B – continued*

Avitecture's Project Manager will be responsible for tracking equipment delivery and adjusting the delivery or installation schedule accordingly. The Project Manager will also be responsible for communicating equipment issues with the client.

Avitecture employs 30 Installation Technicians allowing us the ability to field multiple installation crews to meet project deadlines.

While equipment is on order, Avitecture's designers will prepare build diagrams for each room based on the design drawings. Copies of the build drawings will be provided to the Rack Fabrication Team, Lead Technician and Control System Programmer. The Programmer will begin to write the control system program.

Once equipment has arrived, equipment racks for each area will be loaded with equipment according the rack elevations in the build drawings, and all connections within the rack will be made. Equipment will be tested to the extent possible. The control system program will be tested and debugged.

All displays will be set up and tested as well. Any equipment that is defective can be replaced prior to delivery to the job site, thus minimizing on-site delays.

In preparation for delivery of equipment to the site, the installation team will begin non-equipment installation. This includes pre-wiring the site, installing and terminating all input/output plates, installation of floorboxes, installing equipment supports where needed, and installation of speakers. This work can be performed while the building is still in the construction phase. The audiovisual installation will start after most of the construction work is complete in order to protect sensitive and costly optics and electronics that must be kept clean and free of dust during installation.

Once equipment racks are built and the site is confirmed to be in "broom-clean" condition (dust-free, painted and air conditioned) all equipment will be delivered to the site. We will require a secure storage area for equipment while work on site is in progress. This will allow us to be more efficient in our work, minimizing the installation time. We will also require a signature from the client confirming delivery and acceptance of equipment.

VCU RFP Section VI. B. 3

- d. *Provide plans to provide the equipment and services specified in Section V.B – continued.*

### **Detailed Documentation**

Upon completion of systems installation, Avitecture’s Programmer and Lead Technician will thoroughly test all systems to confirm complete functionality and that all systems provide the capabilities as described in the Statement of Work. Avitecture’s Project Manager is informed when the systems are completely functional and informs the client and that the systems are ready for systems inspection and testing. Avitecture will provide the personnel and tools to assist the Consultant and make the necessary corrections.

Upon acceptance, system training will be scheduled. Training in the operation of the system will be conducted by the Programmer and Avitecture® Systems Consultant and will cover the following topics:

- System capabilities
- Power on and off procedures
- Connection of auxiliary sources
- Navigating the touchscreens (where applicable)
- Operation of systems without touchscreens
- VTC and ATC operations
- Basic system troubleshooting
- Service department contact information

At the completion of the installation, Avitecture will provide the required documentation that often includes:

- Equipment manufacturer’s operation and maintenance manuals for each piece of equipment.
- Equipment inventory listing manufacturer, model number and serial number for all equipment items furnished under this contract.
- As-built drawings for each system installation, showing all equipment items, interconnection of equipment and all cable label designations.
- System functional block drawing identical to the specification drawing with addition of all input and output circuit cable and terminal block numbers as well as all jack field circuit I.D. designations.
- System operation and maintenance manuals.
- Training and end user manuals are available.

VCU RFP Section VI. B. 3

- 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.*



Figure III-D. Avitecture Class A Contractor's License

VCU RFP Section VI. B. 3

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

All Avitecture, Inc. audiovisual systems and environments include our peerless First-Year Support Plan at no additional cost to the Client. The manufacturer's warranty on equipment components is just the beginning of the support you will receive from Avitecture, Inc. on your new system. An Avitecture Service Plan protects your system and ensures continuing productivity. During our preventive maintenance visit, we will inspect your system to diagnose equipment problems to help assure that your system continues to work dependably, now and in the future. We will also fine tune and adjust your equipment to manufacturers' specifications. We will provide you with a preventive maintenance report, review any deficiencies and arrange recommended corrective action. In addition to the manufacturers' warranties, we provide these extended benefits:

- The system is guaranteed for a period of one year from the date of acceptance or first beneficial use, whichever is first, against defective materials, design, workmanship, and improper adjustment at no expense to the owner.
- Repair or replacement of any defective material at no expense to client, provided it does not show abuse.
- Telephone support provided within two hours of your initial call for service by factory-trained technicians familiar with the intricacies of your system.
- Priority on-site service by factory-trained technicians within the same business day that your service call is placed, except for failures of certain critical systems (TBD).
- After each inspection, Avitecture will provide a room-by-room checklist indicating any areas where special maintenance attention may be required.
- All repairs and service under this guarantee shall be performed at the job site unless terms of a manufacturer's warranty, and/or practicality of a repair dictate that such repair is not possible on site.
- Consulting for any updates and for improvements that you require in the system.
- Transportation of warranty substitute equipment, devices, material, parts, and personnel to and from the job site shall be at no expense to the owner.

*VCU RFP Section VI. B. 3*

- f. Describe the proposed approach for the provision of warranty and maintenance under the contract, continued.*

Avitecture, Inc. attests that:

The above warranty will not void any rights guaranteed to the Owner by law.

The above warranty does not pertain to existing owner-provided or customer furnished equipment (CFE).

*VCU RFP Section VI. B. 3*

- 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.*

1. Single on-site project manager.

Avitecture maintains a seasoned team of project managers. A dedicated project manager is assigned to each new project and is on the job site at all times during the installation. The project manager serves as the bridge between the University and the Avitecture installation team; providing a single point of contact for the University. Avitecture project managers are knowledgeable of the projects they manage, all industry and professional standards and current with proper installation techniques. Prior to the University authorizing payment, the project manager will 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 will be obtained from the Contract Administrator or designee.

2. Avitecture will provide professional on-site consultation, system design, installation, service and maintenance on the audio visual and multi-media products. Avitecture understands that 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. Avitecture currently provides the above mix of services to its customers daily. Avitecture will provide these services to its University customers using experienced, certified, and trained professionals.

3. As may be agreed upon with the University, Avitecture will organize and participate in technology shows. The purpose of the show is to present new products and provides information to University departments. Avitecture has participated in shows of this type on numerous occasions for Universities such as the University of Virginia and for a variety of federal government agencies. Avitecture will utilize in-house marketing communications and administrative staff to coordinate the shows and staff them with experienced Avitecture Consultants and Engineers.

4. When necessary, Avitecture will provide training to University departments on the operation of new equipment. Avitecture believes that speedy user adoption of a new audiovisual system is a key measure of the success of the design and integration of that system. Avitecture will provide the training needed to facilitate that user adoption.

VCU RFP Section VI. B. 3

- 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.

Avitecture, Inc. VASCUPP Contract #4394459JC-01											
Equipment Pricing Only											
Manufacturer	Model Number	Description	Lead Time ARO	Quantity	MSRP	VASCUPP Discount	Unit Price	Ext Price	Unit Sell Price	Ext Sell Price	Actual Discount
Sharp	LC-80LE661U	80" HD LED TV w/ Speakers & 3-Year Warranty	2 weeks	1	\$4,629.00	20%	\$3,703.20	\$3,703.20	\$3,669.21	\$3,669.21	21%
Chief	TS525TU	Thininstall Dual Swin	2 weeks	1	\$535.00	15%	\$454.75	\$454.75	\$396.04	\$396.04	26%
Extron	60-583-21	Extron MAAP-White	1 week	1	\$70.00	23%	\$53.90	\$53.90	\$45.46	\$45.46	35%
Extron	70-433-22	VGA w/audio MAAP-White	1 week	1	\$54.00	23%	\$41.58	\$41.58	\$35.07	\$35.07	35%
Extron	70-676-13	HDMI MAAP-White	1 week	1	\$80.00	23%	\$61.60	\$61.60	\$51.95	\$51.95	35%
Extron	70-315-21	Blank MAAP WHITE	1 week	1	\$20.00	23%	\$15.40	\$15.40	\$12.99	\$12.99	35%
Cables to Go	50628	10' In-Wall HDMI	1 week	1	N/A				\$14.13	\$14.13	
Cables to Go	50226	10" In-Wall VGA + Audio	1 week	1	N/A				\$19.02	\$19.02	
<b>Total Equipment Quoted</b>										<b>\$4,243.87</b>	

Figure III-E. Avitecture Sample Quote

VCU RFP Section VI. B. 3

- 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 audiovisual products and services.

VASCUPP Contract Implementation Schedule	
Activity	Timeframe
<b>Proposals Due</b>	11:00 AM, August 2, 2016
<b>Contract Award</b>	To be determined
Avitecture to begin accepting orders from authorized users of the contract and delivering audiovisual products and services.	Immediately upon award of the contract

Figure III-F. Implementation Schedule

*VCU RFP Section VI. B. 4. Utilization of the words “shall” or “must” in Section V, Statement of Needs indicates a mandatory requirement:*

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

Yes   **X**        No         

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

*VCU RFP Section VI. B. 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   **X**        No         

*VCU RFP Section VI. B. 6. If “NO,” identify the specific requirement and the reason for non-compliance.*

Avitecture shall comply with all mandatory and non-mandatory requirements listed in the VASCUPP RFP #7058821JC.

## Section IV. Qualifications and Experience

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## Section IV. Qualifications and Experience

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VCU RFP Section VI. B. 7

- a. Describe the firm's qualifications and experience providing the required products and services during the last three years.

Avitecture, Inc. integrates audio-video, teleconferencing, structured cabling, lighting solutions, and digital signage. Our *low-risk, high-value solutions* provide our clients with reliability, performance, flexibility, efficiency, and value.

Avitecture, Inc. understands the importance of communication in designing and integrating systems. We engineer and integrate systems to meet our clients' needs for accessing and sharing information, interaction, decision-making, and managing interior environments. We apply our knowledge of advances in technology to our projects.

Founded in 1979 and incorporated in the Commonwealth of Virginia, Avitecture, Inc. is an employee-owned company (ESOP). We provide *value-added solutions* that include design-build, integration, service, support, and LEEDAP consultation. Our staff of 60 full-time employees includes system designers, programmers, project managers, sales consultants, installation technicians, service technicians, graphic specialists and administrative support staff.

Our experience over the past four decades has been built by delivering thousands of projects for government, military, corporate, educational, institutional, museums and not-for-profit enterprises. Government clients value our ability to work in secure environments. Avitecture's services and products are on GSA Schedule and SEWP V contracts. We are a member of both the national and the local chapters of the United States Green Building Council.

Avitecture, Inc. is one of forty InfoComm International AV Providers of Excellence, or APEX in the United States. The InfoComm APEX program is a recognition program for integration companies and AV design consulting firms dedicated to upholding industry excellence by providing quality service to customers.

The InfoComm APEX program recognizes companies based on the number of employees holding key industry certifications, including InfoComm's CTS credential, completion of continuing education classes, and positive customer survey responses.



*VCU RFP Section VI. B.7*

- a. *Describe the firm's qualifications and experience providing the required products and services during the last three years, continued.*

APEX providers also must prove that they meet or exceed the requirements within 2 ANSI/INFOCOMM standards, the *Standard Guide for Audiovisual Systems Design and Coordination Processes* and the *AV System Performance Verification Standard*, to foster better communication between the Avitecture and our client.

## **The Avitecture Advantages**

Our clients praise us for our ability to communicate with all trades involved in a project to ensure seamless integration of what we deliver with the architect's vision and the client's expectations.

Five distinct *advantages* make Avitecture the clear partner of choice for design, integration, service, and support of your systems.

### **Competence**

Avitecture is an InfoComm International Certified Solutions provider. To achieve this coveted status, our engineers, designers, and systems integrators had to pass rigorous tests to demonstrate competency, technical proficiency, professionalism, integrity, and skill. Testing involved oral and hands-on examination on audio and video systems.

### **Professional Staff to Complete Installations on Time and Within Budget**

Our team of highly trained professionals is dedicated to the engineering, installation, service, and support of only the highest quality presentation systems. Our focus since the company's inception has been to provide high-value, low-risk systems for education, government, and corporate clients.

A key benefit of our large diverse, full time staff is our ability to assign adequate resources to complete project on time and within budget. Our internal processes and organizational structure enable us to rapidly deploy personnel and equipment to meet project timelines.

### **Financial Strength**

Avitecture has the financial strength and resources to undertake very large projects. We are entering our fourth decade providing professional services. During this time we have built relationships with more than 200 equipment manufacturers and hold the highest creditworthiness in our class.

### **Service and Support**

The Avitecture Service Department provides unparalleled service and support. Our service team is dedicated to the implementation of over two million dollars in support contracts. All Avitecture service technicians are required to be to undergo intensive diagnostic and repair training. Our service department is manufacturer-certified to repair and service the equipment and systems we provide.

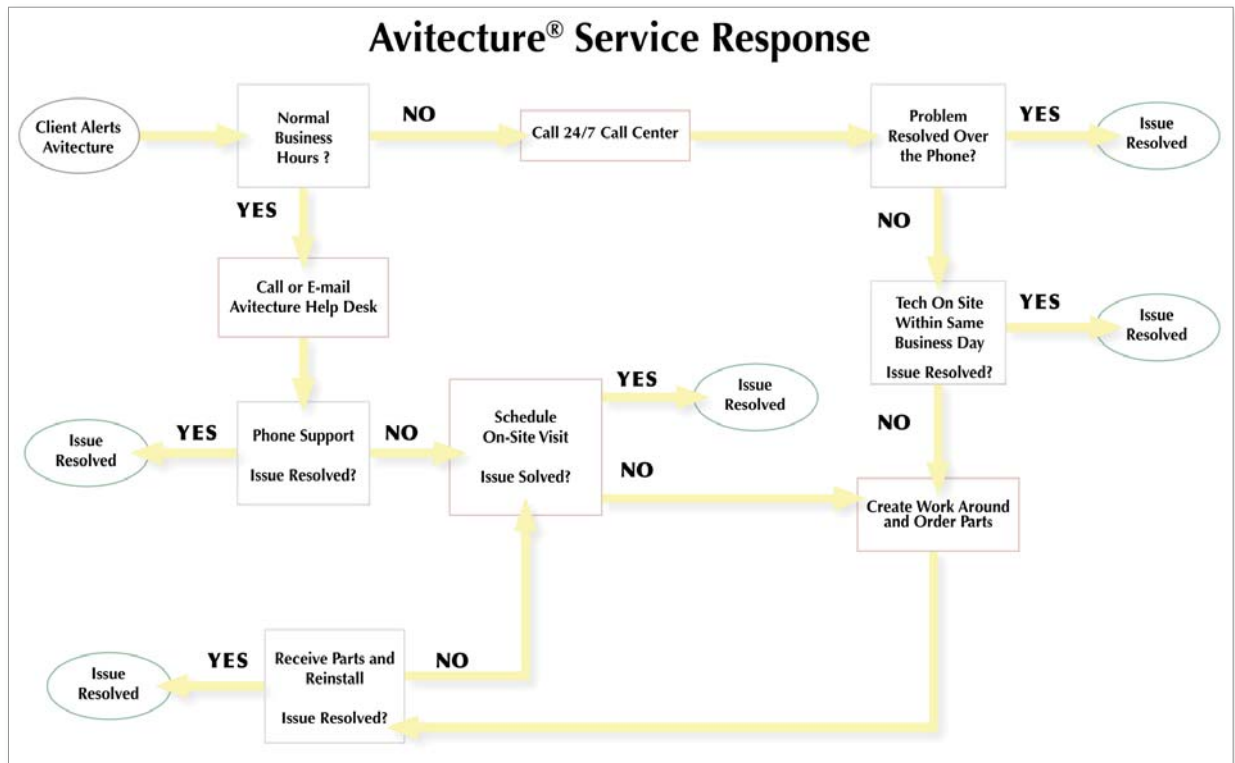
VCU RFP Section VI. B. 7.

- a. Describe the firm’s qualifications and experience providing the required products and services during the last three years, continued.

Because we know that your systems are critical to your mission, Avitecture service technicians drive all-wheel drive vehicles to ensure they can arrive at your site regardless of the weather.

They carry laptops equipped with wireless access cards so they can access system wiring diagrams and service manuals on your site from our engineering computer server as well as download software upgrades reducing maintenance times and number of visits.

During preventive maintenance visits, we inspect your system and look for any equipment problems. We fine tune and adjust your equipment to original manufacturers’ specifications. We provide you with a preventive maintenance report, review any discovered deficiencies and, if needed, arrange recommended corrective action. Our preventive maintenance visit assures that your system continues to perform optimally and reliably.



VCU RFP Section VI. B. 7.

- a. Describe the firm's qualifications and experience providing the required products and services during the last three years, continued.

**Documentation and Training**

Every Avitecture client receives as-built system drawings and manufacturer operator's manuals. System operation manuals are also available as an option.

Avitecture trains end users to operate your new system. A system overview is presented followed by a hands-on training session. We can tailor instruction to address your needs.

Avitecture has enjoyed our work with higher education facilities and we understand the intricacies involved in a contract of this type and magnitude.

**George Mason University, Fairfax, Virginia – Innovation Hall, Room 419**

Contact: Crystal Clemons, PMP, CTS, DMC-E - Manager, Learning Space Design

Address: George Mason University

Email: cclemons@gmu.edu

Phone: 703-993-4696

Contract Award: February 17, 2014    Contract Number: EP2021415    Contract Amount: \$42,660.35



Avitecture working in conjunction with the GMU Learning Space Design team designed and implemented audiovisual upgrades for the Information Technology Services (ITS) main conference room located in Innovation Hall. The upgrade consisted of an 80-inch Sharp display, 4-bay credenza, Cisco video conferencing system, ClearOne ceiling microphone, Sony high definition camera, Crestron DigitalMedia 8x8 matrix switcher, Crestron control processor with wireless touch panel, custom conference room table with Extron cable cubby, new Extron speakers and amplifier. The room is used daily for video conferencing, audio conferencing and presentations by ITS staff.

**George Mason University, Fairfax, Virginia – Summer Refresh Project**

Contact: Crystal Clemons, PMP, CTS, DMC-E - Manager, Learning Space Design

Address: George Mason University

Email: cclemons@gmu.edu

Phone: 703-993-4696

Contract Award: April 29, 2014    Contract Number: EP205788    Contract Amount: \$257,878.95

Avitecture bid and won a contract to provide an audiovisual refresh for 11 classrooms on the GMU Fairfax Campus. This project is part of the 5-year AV refresh that every classroom on campus receives.

VCU RFP Section VI. B. 7.

- a. Describe the firm's qualifications and experience providing the required products and services during the last three years, continued.

The annual refresh for these 11 rooms included new Epson projectors, new projection screens, new Crestron DigitalMedia Presentation Systems with new Crestron touch panels, custom lecterns with Extron cable cubbies, and a Wolfvision document camera. Avitecture de-installed the existing equipment in the rooms as required and installed the new equipment. GMU provided the Crestron programming and Avitecture installed it and tested it. The project was successfully completed prior to the students returning for the Fall Semester.

### **George Mason University, Fairfax, Virginia – Summer Refresh Project – Fenwick Library**

Contact: Crystal Clemons, PMP, CTS, DMC-E - Manager, Learning Space Design

Address: George Mason University

Email: cclemons@gmu.edu

Phone: 703-993-4696

Contract Award: October 5, 2015      Contract Number: EP2291954      Contract Amount: \$800,992.61

Avitecture bid and won a contract to provide audiovisual systems for the new Fenwick Library. There were 42 rooms spread over 5 floors and a paging system installed throughout the building. Systems include large format displays, projectors and screens, Cisco video conferencing systems, Biamp audio conferencing systems, Crestron DigitalMedia Presentation Systems and Matrix Switchers, Crestron control processors and touch panels, Crestron capture devices, Shure wireless microphones, custom lecterns and credenzas, Middle Atlantic equipment racks, Extron speakers and amplifiers.

### **George Mason University, Fairfax, Virginia – Summer Refresh Project – 24 Classrooms**

Contact: Crystal Clemons, PMP, CTS, DMC-E - Manager, Learning Space Design

Address: George Mason University

Email: cclemons@gmu.edu

Phone: 703-993-4696

Contract Award: March 2, 2016      Contract Number: EP2354016      Contract Amount: \$802,998.64

Avitecture bid and won a contract to provide an audiovisual refresh for 24 classrooms on the GMU Fairfax Campus. This project is part of the 5-year AV refresh that every classroom on campus receives. The annual refresh for these 24 rooms included new Epson projectors, new projection screens, new Crestron DigitalMedia Presentation Systems with new Crestron touch panels, custom lecterns with Extron cable cubbies, and Lumens document cameras. Avitecture de-installed the existing equipment in the rooms as required and installed the new equipment. GMU provided the Crestron programming and Avitecture installed it and tested it. The project was successfully completed prior to the students returning for the Fall Semester.

VCU RFP Section VI. B. 7.

- a. Describe the firm's qualifications and experience providing the required products and services during the last three years, continued.

**George Mason University, Fairfax, Virginia – Summer Refresh Project – 11 Additional Rooms**

Contact: Crystal Clemons, PMP, CTS, DMC-E - Manager, Learning Space Design  
Address: George Mason University  
Email: cclemons@gmu.edu  
Phone: 703-993-4696

Avitecture received eleven other awards from GMU for projects on the Fairfax, Prince William and Arlington campuses. The various projects required engineering design, system integration and programming. The total for the eleven projects is **approximately \$146,860**.

**Germanna Community College, Fredericksburg Virginia**

Contact: Tina Parker  
Address: 10000 Germanna Point Drive, Fredericksburg, VA 22408  
Email: tparker@germanna.edu  
Phone: 540.891.3089  
Contract Award: May 19, 2016      Contract Number: PR7048141      Contract Amount: \$6,355.47

Avitecture provided installation services for one of Germanna Community College's conference rooms. GCC required a Sharp 80" video display to be installed on a swing arm mount. An Extron wall plate was installed to provide input HDMI and VGA+ Audio inputs for the monitor.



**University of Virginia, Claude Moore Medical Education Building – Charlottesville, Virginia**

Contact: Christian Lehmbeck, Senior Director, Darden Media  
Address: Charlottesville, Virginia  
Email: LehmbeckC@virginia.edu  
Phone: 434-982-3029  
Contract Duration: November 2009 – Present

The University of Virginia's Claude Moore Medical Education Building is visually striking and has a state-of-the-art audiovisual system to assist the University of Virginia School of Medicine in attracting the best and brightest medical students and in ensuring them of an education informed by the latest teaching methods and technologies. The building supports a focus on clinical medical education that fosters collaboration, builds patient care skills, and teaches appropriate use of information technology in the clinic.

*VCU RFP Section VI. B. 7.*

- a. *Describe the firm's qualifications and experience providing the required products and services during the last three years, continued.*

Audiovisual technology systems play a key role in the learning environments housed in the facility. Avitecture integrated audiovisual systems in the following locations around campus:

**Divisible Conference Room**

This divisible meeting room supports computer-based and digital media presentation, meetings, and collaboration. Each room functions as a stand-alone AV system when they are separated, and as a single AV system when combined.

**Learning Studio**

This large, round classroom supports computer-based and digital media presentation, lectures, meetings, and collaboration. The unusual design of the room enables students to work collaboratively in small groups as their instructor is stationed in the center of the room.



**Lecture Hall**

This large Auditorium classroom supports computer-based and digital media presentation, lectures, meetings, and collaboration.

**Debriefing Rooms, Harvey Conference Room, and Standardized Patient Training Rooms**

These rooms support computer-based and digital media presentation, meetings, demonstrations, and collaboration.

**Admissions Conference Room 1122**

This meeting room supports computer-based and digital media presentation, meetings, and collaboration.

**Clinical Skills Exam Rooms**

Several rooms can accommodate clinical skills practice and assessment.



*Figure IV-C. Lecture Hall*

VCU RFP Section VI. B. 7.

- a. Describe the firm's qualifications and experience providing the required products and services during the last three years, continued.

### **Clinical Skills Control Rooms**

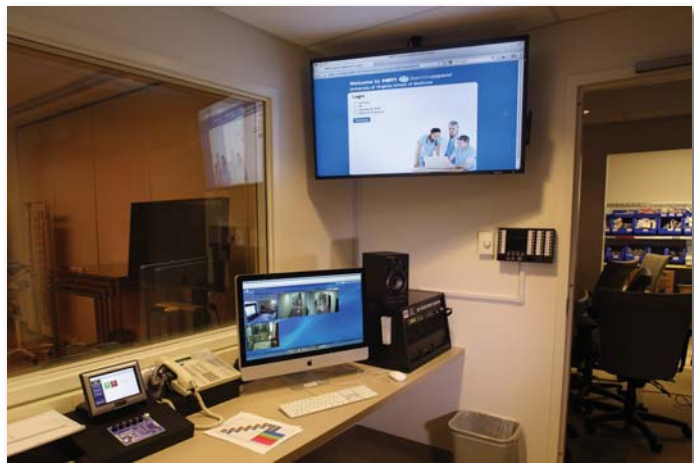
The Clinical Skills Control Room supports the routing, distribution, monitoring, and capture of all clinical skills sessions in exam room spaces with audiovisual capture capabilities. The majority of the monitoring and control of medical recording feeds is done through a web interface.

### **Mock Simulation Rooms**

These four rooms accommodate clinical skills practice and assessment in a mock operating room environment.

### **Simulation Control Rooms**

The Simulation Suite Control Rooms supports the routing, distribution, monitoring, and capture of all clinical skills sessions in exam room spaces with audiovisual capture and videoconferencing capabilities. The majority of the monitoring and control of medical recording feeds is done through a web interface. One Control Room supports the Mock Labor Delivery Room and Intensive Care Unit rooms. The other Control Room supports the Mock Emergency Room and Mock Operating Room and also houses equipment for other rooms on the same floor.



### **Simulation Procedure Rooms**

These five rooms accommodate clinical skills practice and assessment in a mock procedure room environment.

### **Information Display System**

Flat-panel monitors located at key public locations in the building display news, information, schedules, wayfinding, video, and other content.



VCU RFP Section VI. B. 7.

- a. Describe the firm's qualifications and experience providing the required products and services during the last three years, continued.

### Additional Higher Education Experience

#### George Mason University, Hylton Performing Arts Center, Prince William County, Virginia

At George Mason University's new 85,000 square-foot Hylton Performing Arts Center in Manassas, Virginia, audiences enjoy the performing arts in state-of-the-art theaters and public spaces equipped through Avitecture audio, and video systems.

Merchant Hall is an elegantly styled 1,121-seat opera house with a 100-foot stage and orchestra pit. Its clever design provides every audience member an intimate experience and the perfect setting for a variety of genres, such as symphonies, dance, opera and theater.



Figure IV-F. Hylton Performing Arts Center



The Gregory Family Theater offers a flexible 270-seating arrangement making it ideal for dance, theater, cabaret and chamber groups. With an open floor plan, it is the optimal choice for customizing special events.

The Didlake Grand Foyer is a two-story lobby with a full glass front for plenty of natural light that seats over 200 for dinner and holds over 500 for receptions.

The Buchanan Partners Gallery on the second floor of the lobby serves as a focal point to showcase works by local and regional visual artists and adds yet another artistic element to the Didlake Grand Foyer.



Figure IV-H. Hylton Performing Arts Center

VCU RFP Section VI. B. 7.

- a. Describe the firm's qualifications and experience providing the required products and services during the last three years, continued.

### University of Maryland - Stamp Student Union and Smith School of Business

The University of Maryland, College Park is a public research university, the flagship campus of the University System of Maryland, and the original 1862 land-grant institution in the State. It is one of only 62 members of the Association of American Universities, an organization composed of the leading research universities in the United States and Canada. Avitecture was selected to work with The University of Maryland for several projects including the Robert H. Smith School of Business and the Stamp Student Union. The Smith School of Business project tasked Avitecture to improve



communications and provide flexible and scalable audiovisual systems and upgrades of existing systems for Lecture Halls, Master Control Rooms, labs, and public spaces. The Stamp Student Union project required the addition of dynamic digital signage and alert notification systems in this important student gathering area.

Avitecture provided the University of Maryland with a full design review of existing systems and suggested upgrades in the areas covered by this project. Solutions provided included plasma flat panel displays, projectors, audio systems, integrated control systems, and digital signage and alerting. In the Smith School, the integrated AV systems allow the user to send any source or information in their area to any plasma monitor throughout the installation area. All sources and destinations can be individually selected via a simple to use touchscreen custom programmed for the University's needs. For digital signage and alerting systems in the Stamp Student Union, seven 42" flat screen monitors located around the building at each major entrance. The monitors are all connected to a system that provides up-to-date information including a direct link to computerized scheduling software to display the daily events of the building. It also allows for direct computer, video, and television feeds to allow for emergency notifications, traffic, and weather.



VCU RFP Section VI. B. 7.

- a. Describe the firm's qualifications and experience providing the required products and services during the last three years, continued.

The University of Maryland enjoys the technology that was designed, integrated and supported such that the systems are consistent, easy to use, and expandable for future growth. Students are better informed, educated and entertained as a result. Avitecture, Inc. continues to support this system with our ongoing service.

### **John and Anne Wilson Hall, Washington & Lee University, Music and Arts Facility**

Avitecture was first asked to design and then build a professional-quality digital audio recording studio and high performance sound reinforcement system for a new performing arts center at Washington & Lee University's Wilson Hall. The center is to serve as a live performance venue for the university as well as a classroom environment for both performers and technical audio production students.



*Figure IV-K. Wilson Hall*

A large stage area accommodates a wide range of production requirements. Live mix consoles are located at floor level and in a control room with state-of-the-art digital recording equipment. The stage has the capacity for up to 42 microphones. The system includes an overflow and monitoring system that allows individuals backstage, guests in the lobby and employees in the ticket booth to view and monitor live performances.

Elsewhere around facility are a number of classrooms, containing basic AV presentation systems for teaching applications, several of which also have access to live performance feeds, for various production and recording exercises.

This was a long-term project, with the design portion of the project in process for two years prior to the construction of the space. Near completion of the initial design phase, personnel and changes at the University led to significant changes to the project as the project moved from a strictly performance space to include systems that would be used in a teaching environment. Avitecture worked closely with the client at this point to redefine design parameters and develop plans based on the new requirements. Ultimately, Avitecture was able to successfully translate the University's vision of a premier live performance venue and learning center into reality.

VCU RFP Section VI. B. 7.

- a. Describe the firm's qualifications and experience providing the required products and services during the last three years, continued.

## Washington & Lee University, Classroom Upgrades & Lee Auditorium

### Classroom Upgrades

Avitecture provided multimedia upgrades to enhance several classrooms. These upgrades used state-of-the-art equipment to create technologically superior learning environments. Avitecture designed, built, installed, and programmed systems that included LCD projectors, screens, podiums, touch panel control systems, and audio capabilities.



### Lee Auditorium

This project underwent substantial changes from its initial design. The recording system became completely digital, the portable cart/rack was eliminated, the digital snake was eliminated and replaced with a conventional snake, the control room location was changed to be a recording location, the microphone splitter was re-designed, one of the two subwoofers was eliminated, the wall plates were changed to accommodate the system design (and then specified to match a certain RAL color as to further blend into the room). Great effort was taken to insure that the system met all parties' expectations.

### Additional Higher Education Experience

American University - Messaging System, Washington, DC  
College of American Pathologists – DC Office, Washington, DC  
Excelsior College – Classroom Upgrades, Washington, DC  
George Washington University, Washington, DC  
Georgetown University – Lauinger Library, Washington, DC  
Georgetown University – Thompson Athletic Center, Washington, DC  
Harvard University – Video Wall, Washington, DC  
Howard University, Smart Classrooms, Washington, DC  
Johns Hopkins University - Feinstone Hall, Baltimore, Maryland  
Johns Hopkins University - Sheldon Hall, Baltimore, Maryland  
Marymount University – Lee Center, Arlington, Virginia  
Middlebury College – Design Contract, Largo, Maryland  
New York University, New York, New York  
Potomac College – New Classrooms, Washington, DC  
Shenandoah University – Distance Learning Center, Winchester, Virginia  
University of DC, Conference Room, Washington, DC  
University of Delaware, Newark, Delaware  
University of Texas – Audio Visual Upgrades, Washington, DC  
University of Southern California, Conference Room, Los Angeles, California

VCU RFP Section VI. B. 7.

b. Specify any technicians your company intends to assign to the VASCUPP contract.

The following personnel have been selected based on their experience with and knowledge of projects of this scope and magnitude.

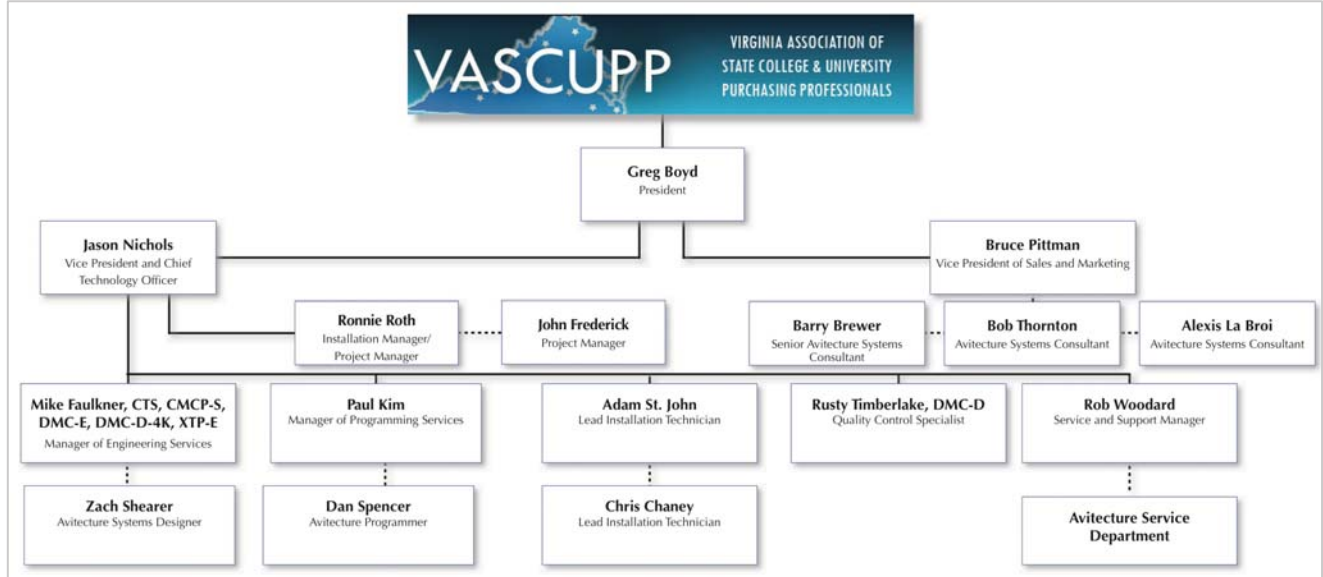


Figure IV-M. Project Organizational Chart

VCU RFP Section VI. B. 7.

b. Specify any technicians your company intends to assign to the VASCUPP contract.

Personnel	Avitecture Title	Project Role
Bob Thornton, CTS	Avitecture Systems Consultant	Sales Person
Alexis La Broi, MBA, CTS, CMP	Avitecture Systems Consultant	Sales Person
Barry Brewer, CTS	Senior Avitecture Systems Consultant	Sales Person
John Frederick	Project Manager	Project Manager
Mike Faulkner, CTS, CMCP-S, DMC-E, DMC-D-4K, XTP-E	Manager of Engineering Services	Systems Designer
Zach Shearer, CTS-D, DMC-E-4K, DMC-D-4K	Avitecture Systems Designer	Systems Designer
Paul Kim, MBA, CTS, DMC-E-4K, DMC-D-4K	Manager of Programming Services	Systems Programmer
Adam St. John, CTS-I, DMC-T-4K	Senior Lead Installation Technician	Lead Installation Technician
Chris Chaney, CTS-I, DMC-T-4K, EAVA, ACE	Senior Lead Installation Technician	Lead Installation Technician
Rob Woodard	Director of Service and Support	Service Point of Contact

Table IV-N. Proposed Personnel

VCU RFP Section VI. B. 7.

b. Specify any technicians your company intends to assign to the VASCUPP contract, continued

<b>Avitecture At a Glance</b>			
<b>Certification</b>	<b>Employees</b>	<b>Departments</b>	<b>Employees</b>
InfoComm CTS	14	Avitecture Executive Leadership	5
InfoComm CTS - D	3	Avitecture Systems Consultants	8
InfoComm CTS-I	3	Project Management	4
DMC-D-4K	5	Avitecture Design and Programming	11
DMC-E-4K	4	Installation Technicians	14
DMC-T-4K	4	Service and Support Specialists	10
AMX ACE	2	Corporate Support	8
Extron XTP-E	3	<b>Total</b>	<b>60</b>

Table IV-O. Avitecture at a Glance

VCU RFP Section VI. B. 7.

b. Specify any technicians your company intends to assign to the VASCUPP contract, continued

**Bob Thornton, CTS - Avitecture Systems Consultant**

Education: Fayetteville State University, BS Business Administration  
 Certifications: InfoComm International Certified Technology Specialist  
 Affiliations: InfoComm International, National Systems Contractors Association  
 US Green Building Council  
 Years with Avitecture: 3 Years in Industry: 15

Bob Thornton has more than 15 years of experience in the AV industry. Bob’s positions while working in the AV Industry include General Manager, Business Development Manager, Senior Sales Associate and Service Manager. Bob has vast experience with designing portable and installed presentation systems for network operations centers, classroom facilities, executive conference centers, and videoconferencing suites.

As an Avitecture Systems Consultant, Bob is responsible for proposal generation, sales order conversion and distribution, equipment ordering, change order processing, and training in conjunction with our Lead Technician. Bob reports directly to the Vice President of Sales and Marketing, Bruce Pittman. Bob has gained experience in all intricacies of installation, system design and engineering, and account management during his time at Avitecture. His recent work includes:

- The Association for Talent Development, Alexandria, Virginia
- Audubon at Home, Reston, Virginia
- Commission of Fine Arts, Washington, DC
- Concert Technologies, Chevy Chase, Maryland
- DC Department of Employment, Washington, DC
- Fort Belvoir Hospital, Fort Belvoir, Virginia
- George Mason University, Fairfax, Virginia
- Healthcare Design Builders, Bethesda, Maryland
- National Rifle Association, Fairfax, Virginia
- Jones Lang LaSalle, McLean, Virginia
- Letterkenny Army Depot, Chambersburg, Pennsylvania
- Maret School, Washington, DC
- National Institutes of Health, Bethesda, Maryland
- National Medical Research Center, Fort Detrick, Maryland
- National Rifle Association, Fairfax, Virginia
- Northern Virginia Association of Realtors, Fairfax, Virginia
- Penske Automotive Group, Vienna, Virginia
- Raytheon, Ashburn, Virginia
- Smithsonian Institute Observatory, Washington, DC
- Under Armour, Baltimore, Maryland
- United States Air Force, Washington, DC
- United States Postal Service, Hyattsville, Maryland
- Vion Corporation, Herndon, Virginia
- Western Union, San Francisco, California

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**Barry Brewer, CTS - Senior Avitecture Systems Consultant**

Certifications: InfoComm International Certified Technology Specialist  
Education: University of Maryland, BA Radio and Television  
Affiliations: InfoComm International, National Systems Contractors Association  
US Green Building Council  
Years with Avitecture: 26 Years in Industry: 30

Barry Brewer has more than 30 years of experience in the AV business. He was an AV technician for the University of Maryland and Westfield’s International Conference Center before joining Avitecture, Inc. in 1990. Barry designs portable and installed presentation systems for network operations centers, classroom facilities, executive conference centers, and videoconferencing suites.

As a Senior Avitecture Systems Consultant, Barry is responsible for proposal generation, sales order conversion and distribution, equipment ordering, change order processing, and training in conjunction with our Lead Technician. Barry reports directly to the Vice President of Sales and Marketing, Bruce Pittman. Barry has gained experience in all intricacies of installation, system design and engineering, and account management during his time at Avitecture. His recent work includes:

- America Online, Dulles, Virginia
- Americas Health Insurance Plans, Washington DC
- American Management Association, Arlington, Virginia
- Corporate Executive Board, Arlington, Virginia
- Bill and Melinda Gates, Foundation, Washington, DC
- Booz Allen Hamilton, Alexandria, Virginia
- Exclusive Resorts, Washington, DC
- Federal Deposit Insurance Corporation, Washington, DC
- General Dynamics, Falls Church, Virginia
- HITT Contracting, Reston, Virginia
- Howard Hughes Medical Institute, Ashburn, Virginia
- Institute of Transportation Engineers, Washington, DC
- Lerner Enterprises, Washington, DC
- Maryland Aviation Administration, Linthicum, Maryland
- Maryland Transit Authority, Baltimore, Maryland
- Marymount University, Arlington, Virginia
- National Defense University, Ft McNair, Washington, DC
- Primary Enterprises, Glen Burnie, Maryland
- Uber, Washington, DC
- United Association of Plumbers and Pipefitters, Alexandria, Virginia
- United States Air National Guard, Andrews Air Force Base, Maryland
- United States Army Corps of Engineers, Washington, DC
- United States Army Research Laboratory, Adelphi, Maryland
- University of Maryland, College Park, Maryland
- University of Virginia, Charlottesville, Virginia
- Washington Nationals Marketing Center, Washington, DC



VCU RFP Section VI. B. 7.

b. Specify any technicians your company intends to assign to the VASCUPP contract, continued

**Alexis La Broi, MBA, CTS, CMP - Avitecture® Systems Consultant**

Education: Northwestern University, B.S. Communications, 1995  
Strayer University, MBA, 2009

Certifications: InfoComm International Certified Technology Specialist  
Certified Meeting Planner

Affiliations: Leadership Search Committee for InfoComm International  
InfoComm International, National Systems Contractors Association  
US Green Building Council, Convention Industry Council

Years with Avitecture: 1 Years in Industry: 20

As an Avitecture Systems Consultant, Alexis is responsible for proposal generation, sales order conversion and distribution, equipment ordering, change order processing, and training in conjunction with our lead technician. Alexis specializes in efficient communication to provide prompt client solutions to their AV systems needs.

Alexis reports directly to the Vice President of Sales and Marketing, Bruce Pittman. Alexis began her employment with Avitecture, Inc, in August but has over 20 years of audiovisual experience working for the following clients:

- Air Force Association, Arlington, Virginia
- Airline Pilots Association, Herndon, Virginia
- American Institute of Certified Public Accountants, Various Locations
- Council of Chief State School Officers, Various Locations
- District Contracting, Washington, DC
- Fairmont Hotel, Washington DC
- Gaylord National, National Harbor, Maryland
- Gaylord Opryland, Nashville, Tennessee
- Hyatt Reston, Reston, Virginia
- Inmarsat Government Solutions, Reston, Virginia
- Johnson & Johnson, Washington, DC
- Loews Vanderbilt Hotel, Nashville, Tennessee
- Nashville Convention Center, Nashville, Tennessee
- National Association of Music Makers, Carlsbad, California
- National Association of Drug Court Professionals, Alexandria, Virginia
- Patient-Centered Outcomes Research Institute, Various Locations
- Regal Cinemas, Various Locations
- Renaissance Chicago, Chicago, Illinois
- US Marine Corps, Various Locations
- Washington Center for Equitable Growth, Washington, DC

VCU RFP Section VI. B. 7.

b. Specify any technicians your company intends to assign to the VASCUPP contract, continued

## John Frederick - Project Manager

Certifications: Master Electrician  
 Affiliations: Infocomm International, National Systems Contractors Association  
 US Green Building Council  
 Years with Avitecture: 3 Years in AV Industry: 16

As a Project Manager, John obtains and reads all contract documents including, bid drawings and specifications, contract, project workbook, subcontractor scopes of work, and construction schedule. He is responsible for project coordination, the creation of weekly status reports, and weekly construction meetings that include key participants from sales, engineering, fabrication and installation. He is accountable for equipment tracking, documentation of equipment delivery, and recording serial numbers. John supervises all personnel and activities on project site. He coordinates all activities with the general contractor, construction manager, owner and other trades as required and alleviates any issues that may arise in the field. John reports directly to Jason Nichols, Vice President and Chief Technology Officer. Some of his more recent project experience includes:

- American Society for Training and Development, Alexandria, Virginia
- Calvert County High School, Calvert County, Maryland
- Centre for Innovative Technology, Herndon, Virginia
- Commission of Fine Arts, Washington, DC
- Department of State, Washington, DC
- District of Columbia Bar Association, Washington, DC
- District of Columbia Retirement Board, Washington, DC
- George Mason University, Fairfax, Virginia
- German Embassy, Washington, DC
- German Historical Institute, Washington, DC
- Institute of International Finance, Washington, DC
- Jones Lange LaSalle, McLean, Virginia
- Learning, Tree, Reston, Virginia
- Marymount University, Arlington, Virginia
- National Association of Chemical Distributors, Arlington, Virginia
- National Association of Realtors, Washington, DC
- National Concrete Masonry Association, Herndon, Virginia
- National Credit Union Association, Washington, DC
- National Institutes of Health, Bethesda, Maryland
- National Rifle Association, Fairfax, Virginia
- Northern Virginia Association of Realtors, Fairfax, Virginia
- Public Broadcasting System, Arlington, Virginia
- University of Virginia, Charlottesville, Virginia

VCU RFP Section VI. B. 7.

b. Specify any technicians your company intends to assign to the VASCUPP contract, continued

**Mike Faulkner, CTS, CMCP-S, DMC-E, DMC-D-4K, XTP-E - Manager of Engineering Services**

Education: Associate of Arts, Audio Engineering, Full Sail Center for the Recording Arts

Certifications: InfoComm International Certified Technology Specialist  
 Extron Systems Design Engineer Certification - XTP-E  
 Crestron CTI-Fusion Certified Programmer AMX  
 Silver Level Master Crestron Programmer ClearOne  
 Crestron DigitalMedia™ Certified Engineer  
 Crestron DigitalMedia™ Certified Designer - 4K NEC  
 Electrohome Peavy MediaMatrix  
 Biamp Cisco Extron

Affiliations: InfoComm International, National Systems Contractors Association, US Green Building Council

Years with Avitecture: 20 Years in Industry: 21

Michael Faulkner has a strong background and interest in audio systems and continues to be involved in recording arts and music. Mike programs multi-room audio DSP systems and provides systems remote control configurations designed for ease-of-use and flexibility.

As the Manager of Engineering Services, Mike oversees the system designs, touchpanel layout designs, approves control system code and the configuration of audio and video conferencing systems, and consults on system user manual creation. Mike reports directly to Jason Nichols, Vice President and Chief Technology Officer. His recent work includes:

- Advisory Board Company, Washington, DC
- Air National Guard, Andrews Air Force Base, Maryland
- American Nurses Association, Silver Spring, Maryland
- Central Intelligence Agency, McLean, Virginia
- Council for Christian Colleges, Washington, DC
- Defense Information Systems Agency, Washington, DC
- Department of Health and Human Services, Washington, DC
- Federal Bureau of Prisons, Washington, DC
- General Aviation Manufacturers Association, Washington, DC
- George Washington University, Washington, DC
- Heinz Center, Washington, DC
- Johns Hopkins University – Bloomberg School of Public Health, Baltimore, Maryland
- National Academies of Science, Washington, DC
- Washington & Lee University, Lexington, Virginia

VCU RFP Section VI. B. 7.

- b. *Specify any technicians your company intends to assign to the VASCUPP contract, continued*

**Zack Shearer, MS, CTS-D, DMC-D-4K, DMC-E-4K – Avitecture Systems Designer**

Education: Franciscan University of Steubenville, BA – Communication Arts  
George Mason University, MS, Applied Information Technology

Certifications: InfoComm International Certified Technology Specialist - Design  
Crestron DigitalMedia™ Certified Designer 4K, Crestron  
DigitalMedia™ Certified Engineer 4K  
Dante – Level 1

Affiliations: InfoComm International, George Mason University, Franciscan  
University of Steubenville

Years with Avitecture: 2 Years in Industry: 15

Zack is a 15-year veteran of the professional audiovisual industry with skilled knowledge coming from both the installation and industry activities ranging from standards to education.

As a Systems Designer, Zack is responsible for evaluating the needs of each client and developing a uniquely tailored audiovisual system that best fulfills those needs. Zack meets with a client to develop equipment lists and line flow diagrams showing the complete functionality of the audiovisual system they want. Zack reports directly to Mike Faulkner, CTS, Manager of Engineering Services. His relevant project experience includes:

- Advisory Board Company, Washington, DC
- Center for Democracy & Technology, Washington, DC
- Cultural Vistas, Washington, DC
- DC Attorney General, Washington, DC
- The French School, Bethesda, Maryland
- General Aviation Manufacturers Association, Washington, DC
- George Mason University, Fairfax, Virginia
- Grace Baptist Church, Bowie, Maryland
- Hudson Institute, Washington, DC
- Inter-American Development Bank, Washington, DC
- International Monetary Fund, Washington, DC
- National Academy of Sciences, Washington, DC
- National Association of Realtors, Washington, DC
- National Credit Union Association, Alexandria, Virginia
- National Institutes of Health, Bethesda, Maryland
- Northern Virginia Regional Commission, Fairfax, Virginia
- Patuxent River Naval Air Station, Pax River, Maryland
- University of Texas, Washington, DC

VCU RFP Section VI. B. 7.

b. Specify any technicians your company intends to assign to the VASCUPP contract, continued

**Paul Kim, MBA, CTS, DMC-E-4K, DMC-D-4K - Avitecture Systems Programmer**

Education: BA Computer Science, Transylvania University, 2001  
MBA, University of California Irvine, 2008

Certifications: InfoComm International Certified Technology Specialist  
Crestron DigitalMedia™ Certified Engineer – 4K  
Crestron DigitalMedia™ Certified Designer – 4K A+, Oracle 8  
DBA, Sun Administrator

Affiliations: American Society for Quality, InfoComm International, National Systems Contractors Association

Years with Avitecture: 2 Years in Industry: 14

Paul has worked in the audiovisual industry for more than 13 years. He has worked with clients in higher education, business and government. His education and studies in computing, programming and management, provide an excellent foundation for the continuing evolution of network-based audiovisual control.

As a Systems Programmer, Paul designs touchpanel layouts and writes control system code, configures audio and video conferencing systems, tests and debugs systems, and assists in training as necessary. Paul reports directly to Jason Nichols, Chief Technology Officer. His relevant project experiences include:

- American Association for Justice, Washington, DC
- American Petroleum Institute, Washington, DC
- Boeing Collaboration/Proposal Center S50, El Segundo, California
- Boeing Virtual Center, Seal Beach, California
- Chronicle of Higher Education, Washington, DC
- Executive Office of the President, Washington, DC
- George Mason University, Fairfax, Virginia
- German Embassy, Washington, DC
- Google, Washington, DC
- Grace Baptist Church, Bowie, Maryland
- Loyola Marymount Law School, Girardi Center, Los Angeles, California
- Maret School, Washington, DC
- National Academy of Sciences, Washington, DC
- University of California Irvine, Paul Merage School of Business, Irvine, California
- University of California Berkley, Haas School of Business, Berkley California
- University of Texas, Washington, DC
- University of Virginia, Charlottesville, Virginia

VCU RFP Section VI. B. 7.

b. Specify any technicians your company intends to assign to the VASCUPP contract, continued

**Adam St. John, CTS-I, DMC-T-4K - Lead Installation Technician**

Certifications:	Infocomm International Certified Technology Specialist – Installation Crestron DigitalMedia™ Certified Technician – 4K Extron Certified AV Associate (EAVA Certified)		
Affiliations	Infocomm International, National Systems Contractors Association US Green Building Council		
Years with Avitecture:	8	Years in AV Industry:	11

Adam has been involved with the installation of audiovisual systems for government, academic, and commercial organizations for more than 10 years. As a Lead Installation Technician he is integral in the training of new Installation Technicians, but his daily operations also include the installation of a broad range of audiovisual systems from large-scale integrations that cover multiple floors, to small-scale conference rooms. He oversees wire pulls, projector and video wall installations, audio distribution and noise cancellation systems, conference rooms, video-teleconference systems, training rooms, auditoriums, and museum exhibits.

A key responsibility for any Lead Technician is to ensure that any changes in the project’s design are reflected on the drawings, as well as communicated to other departments and trades involved. The Lead Technician is accountable for the security and preservation of all materials and tools used on our job sites. He also oversees the testing and troubleshooting of audiovisual systems and video-teleconferencing systems. Finally, Adam trains end users on how to operate the system initially until formal training is scheduled. Adam reports directly to Jason Nichols, Chief Technology Officer. Some of his more notable projects while here at Avitecture include:

- Air National Guard, Andrews Air Force Base, Maryland
- Association of Women’s Health, Obstetric and Neonatal Nurses, Washington, DC
- DC Water and Sanitation Authority, Washington, DC
- Federal Deposit Insurance Corporation, Arlington, Virginia
- Georgetown University, Washington, DC
- Grace Baptist Church, Bowie, Maryland
- Harvard University, Washington, DC
- Healthcare Design Builders, Bethesda, Maryland
- International Institute of Finance, Washington, DC
- Johns Hopkins University – Bloomberg School of Public Health, Baltimore, Maryland
- Municipal Securities Rulemaking Board, Washington, DC
- National Republican Congressional Committee, Washington, DC
- Potomac College, Washington, DC
- Space and Naval War Systems Command, Washington Navy Yard, DC
- Under Armour, Baltimore, Maryland
- University of Maryland, College Park, Maryland

VCU RFP Section VI. B. 7.

b. Specify any technicians your company intends to assign to the VASCUPP contract, continued.

**Chris Chaney, CTS, ACE, DMC-T-4K, EAVA - Lead Installation Technician**

Education: Frostburg State University, Electrical Engineering  
 Shepherd University, Business Administration and Accounting

Certifications: Infocomm International Certified Technology Specialist  
 Crestron DigitalMedia™ Certified Technician – 4K  
 AMX ACE Certified Extron Audio Video Associate (EAVA)

Affiliations Infocomm International, National Systems Contractors Association  
 US Green Building Council

Years with Avitecture: 3 Years in AV Industry: 12

Chris has been involved with the installation of audiovisual systems for government, academic, and commercial organizations for more than 12 years. As a Lead Installation Technician he is integral in the training of new Installation Technicians, but his daily operations also include the installation of a broad range of audiovisual systems from large-scale integrations that cover multiple floors, to small-scale conference rooms. He oversees wire pulls, projector and video wall installations, audio distribution and noise cancellation systems, conference rooms, video-teleconference systems, training rooms, auditoriums, and museum exhibits.

A key responsibility for any Lead Technician is to ensure that any changes in the project’s design are reflected on the drawings, as well as communicated to other departments and trades involved. The Lead Technician is accountable for the security and preservation of all materials and tools used on our job sites. He also oversees the testing and troubleshooting of audiovisual systems and video-teleconferencing systems. Finally, Chris trains end users on how to operate the system initially until formal training is scheduled. Chris reports directly to Jason Nichols, Vice President and Chief Technology Officer. Some of his more notable projects while here at Avitecture include:

- Advisory Board Company, Washington, DC
- Center for Innovative Technology, Herndon, Virginia
- Continental Security Solutions, Arlington, Virginia
- Convene, Tysons Corner, Virginia
- Defense Finance and Accounting Services, Patuxent River, Maryland
- District Contracting, Washington, DC
- Edwards and Hill, Ft. Belvoir, Virginia
- Fannie Mae, Washington, DC
- FDIC, Arlington, Virginia
- Federal Reserve Board, Washington, DC
- George Mason University, Fairfax, Virginia
- German Embassy, Washington, DC
- Inter-American Development Bank, Washington, DC
- International Institute of Finance, Washington, DC

VCU RFP Section VI. B. 7.

b. Specify any technicians your company intends to assign to the VASCUPP contract, continued.

**Rusty Timberlake, DMC-D – Lead Installation Technician and Quality Control Specialist**

Certifications: Crestron DigitalMedia™ Certified Designer  
Biamp, Extron Polysonics Hubbell  
Infrastructure Blonder Tongue AUTOCAD Polycom

Affiliations: InfoComm International, National Systems Contractors Association  
US Green Building Council

Years with Avitecture: 6 Years in Industry: 22

Rusty has worked in the audiovisual industry for more than 22 years, on projects ranging from government Emergency Operations Centers to video teleconference rooms to college classrooms.

Rusty finishes remaining punch list items including: programming (AMX, Creston, Extron, and Biamp), installation, and design. Alex troubleshoots all audiovisual and video-teleconferencing systems. To test functionality and commission the system before training commences. Rusty reports directly to Jason Nichols, Vice President and Chief Technology Officer. Some of his more recent project experience includes:

- Advisory Board Company, Washington, DC
- Anne Arundel Community College – Cyber Center, Hanover, Maryland
- Clarke County High School, Berryville, Virginia
- Department of Justice, Washington, DC
- District of Columbia Water and Sewer Authority, Washington, DC
- EA Sports, Orlando, Florida
- Federal Deposit Insurance Corporation, Washington, DC
- Federal Reserve Board, Washington, DC
- French School, Bethesda, Maryland
- General Aviation Manufacturers Association, Washington, DC
- George Washington University Hospital, Washington, DC
- Google, Washington, DC
- International Institute of Finance, Washington, DC
- Johns Hopkins University – Bloomberg School of Public Health, Baltimore, Maryland
- Learning Tree, Reston, Virginia
- Maret School, Washington, DC
- National Institutes of Health, Bethesda, Maryland
- Oak Grove Baptist Church, Sterling, Virginia
- Office of Foreign Assets Control, Washington, DC
- Smithsonian Institute, Air and Space Museum, Washington, DC
- University of Virginia Medical Center, Charlottesville, Virginia



VCU RFP Section VI. B. 7.

- b. Specify any technicians your company intends to assign to the VASCUPP contract, continued.

**Avitecture Service Department**

The Avitecture Service Team is solely designated to servicing and supporting our audiovisual system integrations throughout the area. Our service team’s mission is to ensure your system operates at peak efficiency at all times. Many of our service technicians are trained by InfoComm International and have broad and deep experience in a wide range of electronics. In addition to all the necessary tools and test equipment, all technicians carry mobile phones, pagers, and full wireless laptops, in addition our on-call technicians drive all-wheel-drive vehicles.

**Rob Woodard - Service and Support Manager**

Years with Avitecture: 1 Years in Industry: 24

Rob Woodard has been in the audiovisual industry for more than 24 years. He has extensive knowledge of project management, manpower schedule building, structured cabling, digital video surveillance concepts, management platforms, Microwave, broadcast video, ISDN and IP network, digital and analog video, AV equipment and installations, IP/Analog cameras, VTC equipment and concepts, video encoders, wired and wireless network design and implementation including Ethernet solutions. Rob is certified and proficient in the following manufacturers: AMX, Barco, BiAmp, Christie Digital, Clarity Visual Systems, Crestron, Canon, Cisco, DaLite, Draper, Electrohome, Electrosonics, Evertz, Extron, Hughes, JVC, Jupiter, Mitsubishi, NEC, Peavey, Sharp, Polycom, Samsung, Sanyo, Sony, Synelec, Tandberg, Toshiba and 3M

**Bucky Bailey – Service and Support Technician**

Years with Avitecture: 3 Years in Industry: 9

Certifications and proficiencies in AMX, BARCO, BIAMP, Christie Digital, Clarity Visual Systems, Crestron, Canon, DaLite, Draper, Extron, ICIA, Jupiter Systems, Mitsubishi, NEC, NSCA, Peavey, Polycom, Samsung, Sanyo, Sony, Tandberg and Toshiba

**Dustin Barker - Service and Support Technician**

Years with Avitecture: 4 Years in Industry: 7

Certifications and proficiencies in AMX, BARCO, BIAMP, Christie Digital, Clarity Visual Systems, Crestron, Canon, DaLite, Draper, Extron, ICIA, Jupiter Systems, Mitsubishi, NEC, NSCA, Peavey, Polycom, Samsung, Sanyo, Sony, Tandberg and Toshiba

**Andy del Canto – Service and Support Technician**

Years with Avitecture: 1 Years in Industry: 1

Certifications and proficiencies in AMX, BARCO, BIAMP, Christie Digital, Clarity Visual Systems, Crestron, Canon, DaLite, Draper, Extron, ICIA, Jupiter Systems, Mitsubishi, NEC, NSCA, Peavey, Polycom, Samsung, Sanyo, Sony, Tandberg and Toshiba

VCU RFP Section VI. B. 7.

b. Specify any technicians your company intends to assign to the VASCUPP contract, continued.

**Fred Ogletree, CTS - Service and Support Technician**

Years with Avitecture: 20 Years in Industry: 22

Consumer electronics bench technician for eight years

Electronics Degree, TESST

Fluent in English and Spanish

Certifications and proficiencies in AMX, BARCO, BIAMP, Christie Digital, Clarity Visual Systems, Crestron, Canon, DaLite, Draper, Electrohome, Electrosonics, Evertz, Extron, Hughes-JVC, ICIA, Jupiter Systems, Mitsubishi, NEC, NSCA, Peavey, Polycom, Samsung, Sanyo, Sony, Synelec, Tandberg and Toshiba

**Cory Russell - Service and Support Technician**

Years with Avitecture: 2 Years in Industry: 7

Certifications and proficiencies in AMX, BARCO, BIAMP, Christie Digital, Clarity Visual Systems, Crestron, Canon, DaLite, Draper, Extron, ICIA, Jupiter Systems, Mitsubishi, NEC, NSCA, Peavey, Polycom, Samsung, Sanyo, Sony, Tandberg and Toshiba

**Marcus Webster - Service and Support Technician**

Years with Avitecture: 1 Years in Industry: 5

Certifications and proficiencies in AMX, BARCO, BIAMP, Christie Digital, Clarity Visual Systems, Crestron, Canon, DaLite, Draper, Extron, ICIA, Jupiter Systems, Mitsubishi, NEC, NSCA, Peavey, Polycom, Samsung, Sanyo, Sony, Tandberg and Toshiba

**Kristen Price - ASSET Support Specialist**

Years with Avitecture: 2 Years in Industry: 12

Certifications and proficiencies in AMX, BARCO, BIAMP, Christie Digital, Clarity Visual Systems, Crestron, Canon, DaLite, Draper, Extron, ICIA, Jupiter Systems, Mitsubishi, NEC, NSCA, Peavey, Polycom, Samsung, Sanyo, Sony, Tandberg and Toshiba

**Jena Tipeni - Service Accounts Coordinator**

Years with Avitecture: 11 Years in Industry: 11

More than seven years of customer support experience in corporate environments

Experience working closely with clients to resolve issues quickly and efficiently

VCU RFP Section VI. B. 7.

- b. Specify any technicians your company intends to assign to the VASCUPP contract, continued.

**Candace Valbrun - Service Repairs Coordinator**

Years with Avitecture: 9 Years in Industry: 9

Eight years of customer and technical support  
 Experience with international customer relations  
 Extensive knowledge of equipment and repairs

VCU RFP Section VI. B. 7.

- 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.

Bob Thornton, Avitecture Systems Consultant, is the single primary point of contract. His contact info is 703.639.1624 or bob.thornton@avitecture.com

VCU RFP Section VI. B. 7. Section VI. B.4.

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

While we do not currently hold term contracts with any institutes of higher education, we have long term, ongoing relationships with several colleges and universities including, The University of Virginia, Washington & Lee, George Mason University, James Madison University, University of Maryland, George Washington University, University of DC, and Howard University.

VCU RFP Section VI. B. 7.

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

VASCUPP Member	Sales to Date
University of Virginia	\$2,317,517.00
George Mason University	\$2,050,3697.94

Table IV-P. Sales with VASCUPP Institutions

VCU RFP Section VI. B.

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

Yes, Avitecture agrees to accept the Bank of America Visa Corporate Purchasing Card for orders of \$5,000 or less.

VCU RFP Section VI. B.

9. Does your company accept the terms and conditions as presented in Section VIII, General Terms and Conditions and in Section IX, Special Terms and Conditions to govern the contract?

Yes  No

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

VCU RFP Section VI. B.

10. 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 business must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

Avitecture, Inc. is a Virginia DMBE Certified Small Business. Our certification number is 650634. Please see **Attachment A. Appendix I** of our proposal submission for more complete information.



*VCU RFP Section VI. B.*

- 11. The offeror must complete and submit Appendix II to select and electronic payment method.*

Avitecture has completed Appendix II. It is located in Avitecture submission **Attachment B**.

## Attachment A. Appendix I. Participation by Small Businesses

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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>
Avitecture	SB/DMBE #650634	Audio Visual Systems Integration, Service and Support


**Commitment for utilization of DSBSD SWaM Businesses:**

100 % 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: Bruce Pittman - Vice President of Sales and Marketing  
Email: bruce.pittman@avitecture.com  
Phone: 703.404.8900 ext. 359  
Firm: Avitecture, 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: Bruce Pittman  
Title: Vice President of Sales and Marketing  
Email: bruce.pittman@avitecture.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.

# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor  
Richmond, VA 23219

### Avitecture, Inc.

is a certified Small Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-1600 et seq. and Administrative Code, 7VAC 10-21 et seq.

Certification Number: 650634  
Valid Through: August 31, 2019

Accordingly Certified

A handwritten signature in blue ink, appearing to read "J. Jeffrey White".





## Attachment B. Appendix II. Invoicing and Payment

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## 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](mailto: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](mailto: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:	Bruce Pittman
Title:	Vice President of Sales and Marketing
Name of Firm:	Avitecture, Inc.
Date:	11/11/2016

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:	Mindy Zurawski
Title:	Accounts Payable
Mailing address:	1 Export Drive Sterling, Virginia 20164
Email address:	mindy.zurawski@avitecture.com
Phone number:	703.639.1583
Fax number:	703.404.8764

## Attachment C. Proprietary Information Identification

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## Attachment C. Proprietary Information Identification

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Avitecture has not deemed any information provided in this proposal as proprietary. Avitecture puts no restrictions on any of the data submitted.

## Attachment D. Addendum Acknowledgement

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**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

**Avitecture, Inc.**

\_\_\_\_\_  
Name of Firm

Vice President of Sales and Marketing

\_\_\_\_\_  
Signature/Title

11/11/2016

\_\_\_\_\_  
Date

## Attachment E. Manufacturer Letters of Good Standing

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**HARMAN**

AMX by HARMAN  
3000 RESEARCH DRIVE  
RICHARDSON, TX  
75082 USA  
TEL: 469.624.8000



11/11/2015

Avitecture  
1 Export Drive  
Sterling, VA 20164

To whom it may concern:

This letter shall serve as notice that AMX is proud to acknowledge Avitecture as an authorized AMX channel partner, reseller and service provider of AMX products.

If we can be of any assistance, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Kevin S. Bowyer". The signature is written in a cursive style with a large initial 'K'.

Kevin Bowyer  
Vice President, North America  
AMX

To Whom It May Concern,

It is my pleasure to inform you that Avitecture Inc, corporately based in Sterling, VA, is an authorized Biamp Systems integrator/partner and in good standing with Biamp Systems. They are certified in all of our DSP (digital signal processing) platforms (Nexia, Audia and Tesira (inclusive of TesiraFORTÉ)) as well as our paging/critical paging platform (Vocia).

Avitecture has successfully installed hundreds of projects involving all three of our DSP platforms as well as that of Vocia.

We are pleased to learn that you are seriously considering Avitecture as your technology integrator of choice for your up-coming integration.

Thank you, again, for your interest and confidence in Biamp Systems.

Kindest Regards,



Evan Chadwick

Area Manager – Virginia [evan.chadwick@biamp.com](mailto:evan.chadwick@biamp.com)

571-266-2650



RE: AVITECTURE, Inc  
1 Export Drive  
Sterling, VA 20164  
(703) 404-8900

This letter is to confirm that AVITECTURE, Inc is a customer in good standing with Almo Professional AV, and is authorized to purchase all product lines that are listed on the attached Almo Professional AV line card.

Almo Professional AV is an authorized distributor for the lines on the attached line card and as such follows all of the attached manufacturer's warranty policies.

A handwritten signature in black ink, appearing to read "Krista Mooney". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

**Krista Mooney**  
**Mid Atlantic Territory Manager**  
**Almo Professional AV**



Professional Audio/Visual Division  
Distribution on a *Personal Level*

# LINE CARD



Almo Professional A/V is a value-added distributor that specializes in serving professional audio/visual integrators, dealers, and consultants. Our sales team is InfoComm trained and many are CTS certified so we speak your language. With 9 distribution centers across the U.S., product lines especially for the Pro A/V channel, and a highly-skilled sales team, you'll experience distribution on a personal level.

**Call or click today – 888.420.2566 | [www.almoproav.com](http://www.almoproav.com)**

InfoComm Trained Staff || DSCe Certified Staff || 9 Distribution Centers || 1-2 Day Shipping || Over 1.5 Million Sq Ft of Warehousing Space

**Monitors**

LED	LCD
Barco LG NEC Panasonic Planar Samsung Sharp	LG NEC Panasonic Planar Samsung Sharp

**All-In-One Digital Signage**

BrightSign LG Sharp	ClearOne NEC	Elo Touch Systems Samsung
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**Interactive / Touch Displays**

Da-Lite Hitachi Panasonic Samsung	Elo Touch Solutions Planar TouchSystems	Epson LG Sharp
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**Projection**

Fixed Installation	Portable/Business	Screens
Barco Canon Epson Hitachi NEC Panasonic Sharp	Canon Epson Hitachi NEC Panasonic Sharp	Da-Lite Draper

**Essentials**

Audio	Cabling	Content Creation	Control	Digital Media, Recording & Accessories	Media Players/Software
AKG Atlas ClearOne Crown dbx JBL Listen Technologies QSC Soundcraft	Atlas C2G Comprehensive Cable Kramer TrippLite	Almo Content Creation Services	AMX Barco Soundcraft	ClearOne Panasonic Tascam	BrightSign ClearOne dbx Samsung Soundcraft Tightrope Media Systems
Mounts, Stands, Enclosures & Racks	Power Conditioning/UPS	Security & Surveillance	Services & Extended Warranties	Signal Distribution	Unified Communication
AKG Atlas Chief Peerless AV Premier TrippLite	Atlas Furman TrippLite	SecurityTronix	Almo Content Creation Services Almo Installation Services BWG	AMX ATEN C2G ClearOne dbx Kramer Magenta Peerless AV Soundcraft TrippLite ZeeVee	ClearOne

**Televisions**

LED	LCD	Plasma
LG <sup>1</sup> NEC Panasonic <sup>1</sup> Samsung <sup>1</sup> Sharp	LG <sup>1</sup> NEC Panasonic <sup>1,2</sup> Samsung <sup>1</sup> Sharp	Samsung

<sup>1</sup> Hospitality Models Available  
<sup>2</sup> Healthcare Grade Available

**Outdoor / High Bright Displays**

NanoLumens Planar	Panasonic Samsung	Peerless AV SunBriteTV
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**Video Wall Solutions**

Panasonic Sharp	LG Planar	NEC Samsung
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**Broadcast Audio/Video**

Cameras & Recorders	Production Monitors	Switchers & Mixers
Panasonic	Panasonic	Panasonic Soundcraft



November 7, 2016

Avitecture, Inc.  
1 Export Dr  
Sterling, VA 20164

Project Name: VCU/VASCUPP  
Product: VIP Platinum products which includes LCD, 1DLP and 3DLP

To Whom It May Concern:

This is to certify that as of the above-referenced date, Avitecture, Inc. is an authorized Christie VIP Platinum integrator and as such, may promote and sell Christie products in the United States.

Products sold by Avitecture, Inc. are covered by Christie's Standard Limited Warranty to end users as applicable to the products at the time of sale. A copy of the Christie Standard Limited Warranty in effect as of the above-referenced date is enclosed herewith.

Additionally, since Avitecture, Inc. is a Christie VIP Platinum Integrator, products sold by Avitecture, Inc. are eligible to participate in Christie's CDXchange exchange program, the terms of which are as follows:

**VIP PLATINUM CDXchange Program Participation**

As long as Integrator remains in good standing as a qualified VIP Platinum Integrator as set forth in Section A hereof, at no additional charge, Integrator will be allowed to participate in Christie's VIP Platinum CDXchange program, as amended by Christie from time to time, which provides VIP Platinum integrators with a free next day replacement of an equal or comparable product under fifty (50) pounds should Christie Technical Support diagnose your customers' 3LCD, single-chip DLP®, select M series projectors or flat panels up to 55" with an operational issue (see <http://www.christiedigital.com/Pricing/Warranty%20Documents/CDXchange-program-USA.pdf> for further details, exceptions and duration of coverage for the VIP Platinum CDXchange program).

If you should have any further questions concerning this company, please do not hesitate to contact me at your convenience.

Sincerely,

Leigh Shanks  
Sales Operations Manager, Americas  
Christie Digital Systems USA, Inc.

Effective 17 February 2016

Congratulations to Avitecture, Inc. for meeting all criteria to become Express Video Specialized in USA. By achieving the Express Video Specialization, Avitecture, Inc. has proven they have the ability to provide sophisticated, value-added Cisco Express Video Collaboration solutions through their in-depth sales capabilities, technology skills and service offerings.

**CISCO SYSTEMS**



In recognition of this achievement, your company will be recognized as having achieved this specialization in the Cisco Partner Locator at [www.cisco.com/go/partnerlocator](http://www.cisco.com/go/partnerlocator).

You may receive a PDF certificate via email. Please complete the online shipping form at <http://www.cisco.com/go/partnerawards> to ensure the certificate is sent to the correct contact and location.

As part of this elite group of Express Video Specialized Partners, Avitecture, Inc. will have greater opportunities for competitive differentiation, branding, and will be eligible to qualify for Select Certification which will allow you to receive applicable benefits associated with the Select Certification, view requirements and benefits here: [www.cisco.com/go/select/](http://www.cisco.com/go/select/).

Please also be sure to visit the Channel Partner Program Welcome Kit at [www.cisco.com/go/partnerkits](http://www.cisco.com/go/partnerkits). This online partner resource contains tools to help you take full advantage of your partner benefits, as well as a full range of partner enablement assets to help you build and promote your business. Your Express Video Specialization renewal application is due by your next specialization anniversary date, 08 May 2017.

We value the ongoing commitment and expertise that Avitecture, Inc. has demonstrated and look forward to a successful partnership.

Sincerely,  
Cisco Channel Specialization Team



**To Whom It May Concern:**

In my capacity as Branch Manager, Commercial Division at Crestron Electronics, I realize and value the importance of true partnerships we share with our dealer channel partners. In our efforts to promote the value of Crestron's products and services to the market—it's vitally important to share a mutual confidence in the companies representing, selling, installing and programming Crestron equipment.

I've personally experienced Avitecture first-rate presence within the federal, commercial and higher education markets. For years, Avitecture has maintained and exceeded the highest rated standards within the region. This includes all product training, installation, programming and after-the-installation services involving Crestron products.

Additionally, Crestron puts a large emphasis on training our dealers to keep in step with Crestron's cutting edge products, including DigitalMedia. Since Crestron introduced the DigitalMedia Certification Program, Avitecture continues to set the standard in training its technical staff. To date, Avitecture has 10 certified DMC-E (Engineering certification) employees on staff, as well as another 20 certified DMC-D (Designer certification).

I would recommend Avitecture, without hesitation, to represent Crestron on any given project.

Should you wish to discuss the contents of this letter, feel free to call me at (866) 537-6298 or email at [jhoffmann@crestron.com](mailto:jhoffmann@crestron.com).

Respectfully,

Joe Hoffmann  
Branch Manager (Commercial division)  
Mid Atlantic Territory  
Crestron Electronics, Inc.

6900 Columbia Gateway Drive, Ste. 120  
Columbia, MD 21046  
(866) 537-6298  
(410) 290-6689 fax  
[www.crestron.com](http://www.crestron.com)





**Extron® Electronics**  
INTERFACING, SWITCHING AND CONTROL

Re: Authorized Extron Reseller

Subject: Avitecture Good Standing

This letter serves as formal confirmation that Avitecture Inc. is an authorized Extron reseller able to sell Extron. Our role as a supplier to Avitecture Inc. is based on all accounts being in good standing and adherence to Extron's policy of customer support and excellence.

Should you have any questions or require further verification, please feel free to call me at 714-491-1500 extension 6236.

Respectfully,

Don Brown  
National Sales Support Manager  
Extron Electronics

**WORLDWIDE HEADQUARTERS**

1025 E. Ball Road • Anaheim, California 92805  
800.633.9876 • 714.491.1500 • FAX 714.491.1517 • [www.extron.com](http://www.extron.com)

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Anaheim • Raleigh • Silicon Valley • Dallas • Chicago • New York • Washington, DC • Toronto  
Amersfoort • London • Paris • Frankfurt • Singapore • Seoul • Shanghai • Beijing • Tokyo • Bangalore • Dubai



**CERTIFICATION & SPECIALIZATION**

October 13 , 2016

To Whom It May Concern:

It is my privilege to inform you that Avitecture, Inc. has been awarded **Authorized** Partner Status.

Furthermore, having met the requirements for Polycom Certification/Specialization, **Avitecture, Inc.** company can sell the following Product(s) within the countries listed below.

<b>Certification</b>	<b>Expiration Date</b>
Installed Voice Sales	07/25/2018
RealPresence Platform	09/24/2018
Video Endpoints	09/24/2018
Voice Endpoints	07/25/2018
<b>Specialization</b>	<b>Expiration Date</b>
US Federal/NATO	07/25/2018

Countries: United States.

Polycom Partners are recognized within the industry for their sales acumen and technical expertise. For further information or questions about Polycom Certification or Specialization achievement, please contact Avitecture, Inc..

Best Regards,

Nick Tidd  
Vice President, Global Partner Organization



September 30, 2016

**Re: Authorized Dealer**

To Whom It May Concern,

This is to certify that Avitecture, Inc. (account number 52900) ("Dealer"), located at 1 Export Drive, Sterling, VA 20164 is currently an authorized dealer for QSC, LLC ("QSC") in the state of Virginia. Dealer is in good credit standing with QSC.

Dealer is authorized to sell QSC products. QSC retains the right to revoke this authorization at any time. QSC is the sole owner of QSC product trademarks, patents, copyrights, QSC branded domain names and other intellectual property.

QSC will supply Dealer all technical information, service diagrams and spare parts to ensure a high standard of after sale service of the QSC Dealer line. For any further information or assistance regarding QSC products, please contact the Dealer.

This letter is valid for six (6) months from the date of this letter. If you have any questions or concerns, please contact QSC at 714-754-6175.

Best Regards,

A handwritten signature in black ink that reads 'Anna' followed by a stylized, cursive flourish.

Anna Csontos  
Sr. Director, Strategic Programs

October 3, 2016

Avitecture, Inc.  
1 Export Drive  
Sterling, VA 20164-4421

To whom it may concern:

This letter is to inform you that Avitecture, Inc., located in Sterling, VA, is an authorized dealer of Shure products and is in good credit standing with our credit department. Should you have any questions, please feel free to call me at (512) 288-3644.

Sincerely,

Kevin Smith



Senior Regional Sales Manager, Pro Systems Group  
Americas Business Unit  
Shure, Inc.

KS: ssb



Avitecture, Inc.  
1 Export Drive  
Sterling, VA 20164-4421  
voice 703.404.8900  
fax 703.404.8940  
www.avitecture.com

January 12, 2017

VIRGINIA COMMONWEALTH UNIVERSITY



**VCU**

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

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

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

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

Yes  X  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**
3. Does your company agree to the cooperative contract language specified in Section I, Purpose, Page 4? **YES**
4. Proposed Pricing:

- a. Most but not all of the product discounts proposed are as deep as the discounts on the current contract.
- 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?

**>>>The pricing offered is the most favorable based on single unit ordering. Additional discounts or price breaks will be offered based upon the project and the quantity of items ordered.**

- 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 equal to or less than the current VASCUPP contract discounts

**>>>Our original submission for this solicitation included contract discounts equal to or less than our current VASCUPP contract discounts.**

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.

**>>>Avitecture agrees that any boiler plate terms and conditions on quotes for individual AV purchases to not apply; the terms of conditions within our VASCUPP contract without any exceptions govern the contract and each project.**

  
Bruce Pittman  
Vice-President Sales & Marketing

		Categories							
Avitecture, Inc. Contract Nbr 4394459JC-01 (Existing Contract)		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
Manufacturer	Discount %								
AMX	28	■	■	■	■	■	■	■	
Atlas	20		■						
Audio Technica	12		■			■			
AVF	10								■
Beyerdynamic	15		■			■			
Biamp	18	■	■			■			
Chief	15	■	■						■
Christie Digital Systems	10	■	■						
Cisco Tandberg						■	■		
Hardware	18					■	■		
Service	5					■	■		
ClearOne	15	■	■						
ClockAudio	10	■	■						
Compulocks	10		■						■
Covid	10	■	■	■	■	■	■	■	
Crestron (non-lighting)	28	■	■	■	■	■	■	■	
Crown	20	■	■			■	■		
Da-Lite	19	■	■						■
Dell	5		■			■	■	■	
Draper	22	■	■						■
Epson	10		■	■					
Ergotron	10								■
Extron Electronics	42	■	■	■	■	■	■	■	
Fiber Options	5	■	■		■	■	■	■	
FSR	15		■						■
Icron	10	■	■		■	■	■		
Infocus	12		■	■					

JBL Professional	22	■	■			■	■		
KSI	30		■			■			■
Listen Technologies	12	■	■			■	■		
Logitech	5		■				■		
Marshall Furniture	18								■
Middle Atlantic Products	15						■		■
NEC	10	■	■			■	■		
Netgear	10		■			■	■	■	
Newtek (Tricaster)	10	■	■			■	■		
Planar	10	■	■			■	■		
Polycom		■	■			■			
Group Series	15	■	■			■			
SoundStructure	15	■	■			■			
QSC Audio Products	15	■	■			■			
Radio Design Labs	15		■			■	■		
Revolabs	11	■	■			■			
RGB Spectrum	12	■	■				■		
Samsung	15	■	■			■	■		
Sennheiser	17	■	■			■	■		
Sharp Professional	15	■	■			■	■		
Shure	20	■	■			■	■		
SMART Technologies	5		■						
Sony	10	■	■			■	■		
Surge-X	14						■		
Tannoy	15	■	■			■	■		
Triplite	15					■	■		
Vaddio	15	■	■			■			
Vutec	5	■	■			■			



<b>Avitecture Maintenance Services</b>	<b>Discount %</b>	<b>Published Hourly Rate</b>	<b>VASCUPP Hourly Rate</b>						
Maintenance after the warranty period									
Locations within 65 mile radius of Avitecture:									
First hour on site (or fraction thereof)	26	\$240.00	\$177.60						
Hourly rate (after first hour)	30	\$140.00	\$98.00						
Locations OUTSIDE of 65 mile radius of Avitecture:									
Hourly Travel Rate	5	\$75.00	\$71.25						
First hour on site (or fraction thereof)	26	\$240.00	\$177.60						
Hourly Labor Rate (or fraction thereof)	30	\$140.00	\$98.00						
<b>Integration and System Implementation (hourly)</b>	<b>Discount %</b>	<b>Published Hourly Rate</b>	<b>VASCUPP Hourly Rate</b>						
Project Management	28.00%	\$115.00	\$82.80						
Programming	14.00%	\$150.00	\$129.00						
Design & Documentation	14.00%	\$115.00	\$98.90						
Final Installation	13.00%	\$90.00	\$78.30						
Training	13.00%	\$90.00	\$78.30						
Rental Equipment and Services		Custom Quote							