

Procurement Services

Procurement Services
University Purchasing

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

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

Date: October 1, 2021

Ann Burdick
Code 3 AV Incorporated
P.O. Box 2666
Midlothian VA 23113

RE: Contract #: 7058821-04JC
Extension of Contract

Dear Ann Burdick,

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

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

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

Sincerely,

Jason Lofgreen, CUPO
Senior Buyer

Contract #: 7058821-04JC

RESPONSE:

Code 3 AV Incorporated

Name of Firm

Ann D Burdick

Signature

Ann D Burdick

Name Printed

Treasurer

Title

10/1/2021

Date



VCU

Procurement Services

January 21, 2021

Patrick Herring
P.O. Box 2666
Midlothian VA 23113

RE: Contract #: 7058821-04JC
Renewal No. Four of Four (Final)

Procurement Services
University Purchasing

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Dear Mr. Herring,

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 #: 7058821-04JC;

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 02/25/2021. If you have any questions, please contact me at (804) 628-2897.

Sincerely,

Jason Lofgreen, CUPO
Senior Buyer

Contract #: 7058821-04JC

RESPONSE:

Code 3 AV Incorporated

Name of Firm

Ann Burdick

Signature

Ann Burdick

Name Printed

Managing Director

Title

2/23/2021

Date



VCU

Procurement Services

January 23, 2020

Patrick Hearing
P.O. Box 2666
Midlothian VA 23113

RE: Contract #: 7058821-04JC
Renewal No. Three of Four (4)

Procurement Services
University Purchasing

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Box 980327
Richmond, Virginia 23284

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

Dear Mr. Hearing,

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 #: 7058821-04JC;

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 #: 7058821-04JC

RESPONSE:

Code 3 AV Incorporated

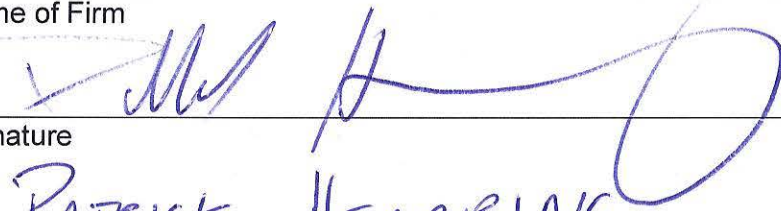
Name of Firm

Signature

Name Printed

Title

Date


PATRICK HEARRING

PRESIDENT

1/29/20



VCU

Procurement Services

Date: December 7, 2018

Code 3 AV Incorporated
P.O. Box 2666
Midlothian, VA 23113

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

Procurement Services
University Purchasing

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Box 980327
Richmond, Virginia 23284

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

Dear Patrick Hearing:

The VASCUPP cooperative contract # 7058821- 04JC 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. If you have any questions, please contact me at (804) 828-0160.

Sincerely,

Princess Banks
Senior Buyer

RESPONSE:

Contract #: 7058821- 04JC

Code 3 AV, Inc.

Name of Firm

Signature 

Patrick Herring

Name Printed

President

Title

December 20, 2018

Date



VCU Procurement Services

Date: February 7, 2018

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

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Good Afternoon,

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

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

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

☒ Pricing remains the same as the previous contract period.

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

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

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

Sincerely,

Amy Anthes
Senior Buyer

Contract # :
(please
provide
complete
contract
number)

7058821-04JC

RESPONSE:

Code 3 AV Inc.

Name of Firm

Patrick H

Signature

Patrick Hearring

Name Printed

President

Title

2/8/2018

Date



VCU

Make it real.

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7058821-04JC

This contract entered into by Code 3 AV Incorporated, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University (VCU), called the "Purchasing Agency".

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

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

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

The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposals #7058821JC dated October 13, 2016 including Addendum #01 dated November 1, 2016;
- (3) The Contractor's Proposal dated November 10, 2016; and
- (4) The Negotiated Modification dated January 17, 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:

Code 3 AV Incorporated.

By: Patrick Herring

Name Printed: Patrick Herring

Title: President

Date: 02/20/2017

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. 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

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

VIII. EVALUATION AND AWARD CRITERIA:

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

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

IX. REPORTING AND DELIVERY REQUIREMENTS:

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

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

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

REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED

BY WOMEN AND MINORITIES

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

The Contractor shall provide this information to:

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

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

X. GENERAL TERMS AND CONDITIONS:

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

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

1. During the performance of this Contract, the Contractor agrees as follows:

- a) Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race,

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

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

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

J. PAYMENT:

1. To Prime Contractor:

- a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the VCU Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
- c) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public institution is being billed.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, VCU shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this Section do not relieve VCU of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

f) To Subcontractors:

- a) Contractor awarded a contract under this RFP is hereby obligated:
 - i. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from VCU for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
 - ii. To notify VCU and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b) The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from VCU, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These

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

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

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

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have in law or equity.
- Q. USE OF BRAND NAMES: Unless otherwise provided in this RFP, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable VCU to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the RFP.
- R. TRANSPORTATION AND PACKAGING: By submitting their Proposals, all Offerors certify and warrant that the price offered for FOB Destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. Further, Offeror shall bear the risk of loss until the goods and equipment until VCU accepts Delivery of them.
- S. INSURANCE: By signing and submitting a Proposal under this RFP, the Offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction contracts, if any Subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any Subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

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

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

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

T. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this RFP, VCU will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of ten (10) days.

U. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor and/ or Vendor.

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

V. NONDISCRIMINATION OF CONTRACTORS: A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

W. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in VCU. The eVA portal is the gateway for vendors to conduct business with VCU Institution and other public bodies. All Vendors desiring to provide goods and/or services to VCU shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

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

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

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

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

XI. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- C. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- D. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- E. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- F. PROPOSAL PRICES: Proposal prices shall be in the form of a firm discount percentage or a firm unit price as applicable for each item during the contract period.
- G. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12)

months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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

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

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

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

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

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

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

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

- M. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- N. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- O. IDENTIFICATION OF PROPOSAL: The proposal package should be identified as follows:

From: _____

_____	_____	_____
Name of Offeror	Due Date	Time
_____	_____	_____
Street or Box Number	RFP No.	
_____	_____	_____
City, State, Zip Code +4	RFP Title	

Name of Contract / Purchase Officer or Buyer: Jackie Colbert

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

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

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

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

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

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

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

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

BB. SECTION 508 COMPLIANCE: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

CC. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XII. CONTRACT ADMINISTRATION:

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

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

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

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

XII. ATTACHMENTS:

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

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

- B: Appendix II – Invoicing and Payment

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



RFP - Addendum

DATE: November 1, 2016

ADDENDUM NO. 01 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7058821JC

Commodity/Title:	VASACUPP Audio Visual Term Contracts
Issue Date:	October 13, 2016
Proposal Due:	November 11, 2016 at 11:00 AM

The above is hereby changed to read: **See Attached.**

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

Very truly yours,

A handwritten signature in blue ink that reads "Jackie Colbert". The signature is written in a cursive, flowing style.

Jackie Colbert

Name of Firm

Signature/Title

Date

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

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

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

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

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

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

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

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

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

The contractor must have a Class A Virginia Contractor's License. Having a Class A Contractor's License is a mandatory requirement of the RFP. Companies that do not have a Class A Contractor's License are 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.



Letter of Transmittal

November 10, 2016

To: Virginia Commonwealth University
Attn: Jackie Colbert
10 South 6th Street, Second Floor
P.O. Box 980616
Richmond, Va. 23298

Phone: 804-828-0163
Email: jcolbert@vcu.edu

From: Patrick Herring,
President
Code 3 AV Incorporated

Phone: 804-223-2990

Re: RFP #7058821JC

VASCUPP Audio Visual Term Contracts

Bid Response from Code 3 AV Incorporated.

Please accept our offer for the above referenced RFP. You may contact me at your convenience with any questions or concerns.

Thank you for this opportunity.

Audio Visual Term Contract Proposal

RFP # 7058821JC

VASCUPP Audio Visual Term Contracts

Prepared by :

Patrick Herring
President, Sales and Integration
November 10, 2016
Phone: 804-223-2990
Email: pherring@code3av.com

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Broadcast Television Equipment

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
Allen&Heath	audio mixing and processing	15%
Analog Way	video switching	7%
Behringer	audio mixing and processing	30%
Black Magic Design	video switching and processing	0%
Marshall	monitors, cameras, routing	18%
Midas	audio mixing	15%
Presonus	audio mixing and processing	15%
Primacoustic	acoustical treatment	20%
RGB Spectrum	video wall processing	12%
Roland	audio video mixers	10%
Sony Pro	cameras	8%
Soundcraft	mixers, audio processing	20%
Vaddio	video cameras and switching	15%

Multimedia Development Equipment

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
Pakedge	ethernet / network management	25%
Presonus	audio mixing and processing	15%
Reply Systems	audience response hardware	5%
RGB Spectrum	video wall processing	12%
Roland	audio video mixers	10%
Samsung	monitors	10%
Sharp Professional	Projectors and LCD Monitors	5%
Shure	microphones	15%
Smart Technologies	interactive monitors	1%
SMS	mounts, kiosks	10%
Sony Pro	cameras	8%
Tightrope Media	digital signage	8%
tvOne	video processing, switching, delivery	4%
Vaddio	video cameras and switching	15%

Multimedia Furniture

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
AVF	furniture	25%
AVTeq	Collaboration	25%
	Elite Series	33%
	Executive Series Carts	26%
	Corporate Series Carts	27%
	Learning Series Carts	30%
	Medical Series Carts	30%
	Wall Mounts	30%
	Accessories	30%
Chief	AV mounts, racks	20%
Claridge	whiteboards and furniture	25%

Multimedia Furniture (continued)

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
Compulock	locks for electronics	5%
Connectrac	cable raceways	10%
Display Devices	mounting solutions	10%
ergotron	furniture and monitor mounts	5%
Evoko	meeting room calendar	10%
Exact Furniture	Furniture	25%
FSR	AV routing, delivery and metal products	10%
Gator	racks, cases	20%
H S A	custom furniture	20%
Jelco	soft and hard cases, Road cases, lifts	20%
KSI	Speakers, Cabinets, Furniture, Lecterns	20%
Lowell	racks, audio products	20%
Middle Atlantic Products	racks, furniture, power distribution	25%
Smart Technologies	interactive monitors	1%
SMS	mounts, kiosks	10%

Multimedia Presentation Equipment

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
AKG Pro	microphones	30%
	Conference Systems	10%
AMX	Video Switchers	30%
	Control Devices	30%
Anchor Audio	portable audio	15%
Apple	tablets	0%
Ashly	audio mixing, processing, amplifiers	25%
ASK Proxima	Projectors and LCD Monitors	35%
Atlas Sound	racks, audio products	24%
Attero Tech	digital audio delivery	20%
Audio Technica	Cables	45%
	Pro Series	25%
Audix	microphones	16%
Barco	ClickShare	0%
	Projectors	15%
	Lens	15%
Biamp	audio mixing and processing	30%
Bosch	audio mix, proc, amps, speakers	23%
Broadata	Fiber Cables	10%
	video switching and delivery	23%
Cambridge Sound Mgmt	sound masking	5%
Casio	projectors	4%
	Extended warranty	2%

Multimedia Presentation Equipment (continued)

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
Christie Digital	Projectors	20%
	Lamps. Lens, accessories	3%
Clary Icon	interactive monitors	5%
Clear One	audio mixing and processing	10%
Clock Audio	microphones	25%
Community	speakers, processing	20%
Crestron	control, video, audio	36%
Crown	audio amps, processing, mics	25%
CyberTouch	interactive monitors	5%
Da-lite	projection screens, furniture, mounts	23%
Danley	speakers	15%
dBX	audio processing	23%
Denon / Marantz	av recording, players, receivers	12%
Draper	projection screens, furniture, mounts	20%
Dukane	Projectors	28%
EAW	speakers, processing	20%
Elation/Am DJ	lighting products	25%
Epson	projectors	10%
Extron	control, video, audio	20%
Furman	power distribution and conditioning	22%
Global Cache	IP control products	7%
GPO	video walls/monitors	15%
Hall Research	AV signal dist, control systems	12%
ICS	video wall controllers	8%
Infocus	projectors	15%
Infocus	interactive monitors	10%
Innovox	speakers, processing	25%
JBL	speakers, processing	21%
Kramer	Video Distribution products	25%
LG Commercial	Projectors and LCD Monitors	10%
Lightronics	Portable, Stage and architectural lighting	25%
NEC	Projectors and LCD Monitors	10%
Newline	interactive monitors	0%
Panasonic	Projectors and LCD Monitors	6%
Penton/Ateis	audio mixing procesing	10%
Philips	Projectors and LCD Monitors	10%
Planar	video walls/monitors	10%
Presentation Switchers	video switching	15%
QSC	audio mix, proc, amps, speakers	18%
RDL	audio processing, routing	21%
RGB Spectrum	video wall processing	12%
Samsung	monitors	10%

Multimedia Presentation Equipment (continued)

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
Servoreeler	motorized mic systems	4%
Sharp Professional	Projectors and LCD Monitors	5%
Shure	microphones	15%
Soundtube	speakers	12%
Stewart Audio	audio amps, delivery	20%
SurgeX	power management	20%
SVSI	network video delivery/routing	0%
Symetrix	mixers, audio processing	15%
Tripplite	power management	5%
tvOne	video processing, switching, delivery	4%
Vivitek	projectors	25%
Vivitek	wireless video	20%
Vutec	projection screens	25%
Williams Sound	assistive listening systems	16%
Zigen	video delivery and switching	20%

Broadband Distribution Equipment

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
Blonder Tongue	video over coax	5%
Brightsign	digitla signage players	5%
Contemporary Research	video over coax	10%
Marshall	monitors, cameras, routing	18%
NEC	Projectors and LCD Monitors	10%
Planar	video walls/monitors	10%
Roland	audio video mixers	10%
SurgeX	power management	20%
SVSI	network video delivery/routing	0%
Tripplite	power management	5%
tvOne	video processing, switching, delivery	4%
Vaddio	video cameras and switching	15%
Williams Sound	assistive listening systems	16%
Zigen	video delivery and switching	20%

Satellite Transmitting and Receiving Equipment

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
Apple	tablets	0%
Blonder Tongue	video over coax	5%
	video over coax	5%
Brightsign	digitla signage players	5%
Contemporary Research	video over coax	10%
Dell	computers, tablets, etc	1%
Extron	control, video, audio	20%

Satellite Transmitting and Receiving Equipment (continued)

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
FSR	AV routing, delivery and metal products	10%
Furman	power distribution and conditioning	22%
Haivision	video streaming hardware	10%
	video streaming software/ services	3%
Hall Research	AV signal dist, control systems	12%
Icron	USB devices	5%
Interlink Electronics	Wireless Keyboards and Mice	10%
LG Commercial	Projectors and LCD Monitors	10%
Liberty Wire/Cable	Bulk cable and custom cables	25%
	Bulk cable and custom cables	25%
Logitech	USB devices	5%
Marshall	monitors, cameras, routing	18%
NEC	Projectors and LCD Monitors	10%
Netgear	ethernet / network management	3%
Panasonic	Projectors and LCD Monitors	6%
Philips	Projectors and LCD Monitors	10%
Planar	video walls/monitors	10%
Reply Systems	audience response hardware	5%
Roland	audio video mixers	10%
SurgeX	power management	20%
SVSI	network video delivery/routing	0%
Tightrope Media	digital signage	8%
Tripplite	power management	5%
tvOne	video processing, switching, delivery	4%
Vaddio	video cameras and switching	15%
VDO 360	USB cameras for UC	8%
Wireless Computing	Wireless Keyboards and Mice	10%
Zigen	video delivery and switching	20%

Teleconferencing and Communication Equipment

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
Brightsign	digital signage players	5%
Cisco	video conferencing hardware	8%
	video conferencing software & Service	5%
LifeSize	Videoconferencing , streaming	6%
Listen	assistive listening and mic systems	18%
Media Vision	mic systems	18%
StarLeaf	video conferencing hardware	10%
	video conferencing software	7%
	video conferencing service	5%
VDO 360	USB cameras for UC	8%
Vidyo	video conferencing hardware	10%
	video conferencing software	5%
	video conferencing service	3%

Computer Presentation Equipment - Streaming

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
Dell	computers, tablets, etc	1%
Haivision	video streaming hardware	10%
Haivision	video streaming software/ services	3%
Icron	USB devices	5%
Interlink Electronics	Wireless Keyboards and Mice	10%
Logitech	USB devices	5%

Computer Presentation Equipment – Streaming (continued)

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
Netgear	ethernet / network management	3%
Pakedge	ethernet / network management	25%
Reply Systems	audience response hardware	5%
Tightrope Media	digital signage	8%
VDO 360	USB cameras for UC	8%
VisiMeet/IOCOM	video conferencing, cloud service	5%
Vivitek	wireless video	20%
Vivitek	projectors	25%
Wireless Computing	Wireless Keyboards and Mice	10%

ALPHABETICAL FULL LISTING

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
AKG Pro	microphones	30%
Allen&Heath	audio mixing and processing	15%
AMX	Video Switchers	30%
	Control Devices	30%
Analog Way	video switching	7%
Anchor Audio	portable audio	15%
Apple	tablets	0%
Ashly	audio mixing, processing, amplifiers	25%
ASK Proxima	Projectors and LCD Monitors	35%
Atlas Sound	racks, audio products	24%
Attero Tech	digital audio delivery	20%
Audio Technica	Cables	45%
	Pro Series	25%
Audix	microphones	16%
AVF	furniture	25%
AVTeq	Collaboration	25%
	Elite Series	33%
	Executive Series Carts	26%
	Corporate Series Carts	27%
	Learning Series Carts	30%
	Medical Series Carts	30%
	Wall Mounts	30%

ALPHABETICAL FULL LISTING (continued)

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
Barco	ClickShare	0%
	Projectors	15%
	Lens	15%
Behringer	audio mixing and processing	30%
Biamp	audio mixing and processing	30%
Black Magic Design	video switching and processing	0%
Blonder Tongue	video over coax	5%
Brightsign	digitla signage players	5%
Broaddata	Fiber Cables	10%
	video switching and delivery	23%
Cambridge Sound Mgmt	sound masking	5%
Casio	projectors	4%
	Extended warranty	2%
Chief	AV mounts, racks	20%
Christie Digital	Projectors	20%
Christie Digital	Lamps, Lens, Accessories	3%
Cisco	video conferencing hardware	8%
	video conferencing software/service	5%
Claridge	whiteboards and furniture	25%
Clary Icon	interactive monitors	5%
Clear One	audio mixing and processing	10%
Clock Audio	microphones	25%
Community	speakers, processing	20%
Compulock	locks for electronics	5%
Connectrac	cable raceways	10%
Contemporary Research	video over coax	10%
Crestron	control, video, audio	36%
Crown	audio amps, processing, mics	25%
AKG Pro	Conference Systems	10%
CyberTouch	interactive monitors	5%
Da-lite	projection screens, furniture, mounts	23%
Danley	speakers	15%
dBX	audio processing	23%
Dell	computers, tablets, etc	1%
Denon / Marantz	av recording, players, receivers	12%
Display Devices	mounting solutions	10%
Draper	projection screens, furniture, mounts	20%
Dukane	Projectors	28%
EAW	speakers, processing	20%
Elation/Am DJ	lighting products	25%
Bosch	audio mix, proc, amps, speakers	23%
Epson	projectors	10%
ergotron	furniture and monitor mounts	5%
Evoko	meeting room calendar	10%

ALPHABETICAL FULL LISTING (continued)

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
Exact Furniture	Furniture	25%
Extron	control, video, audio	20%
FSR	AV routing, delivery and metal products	10%
Furman	power distribution and conditioning	22%
Gator	racks, cases	20%
Global Cache	IP control products	7%
GPO	video walls/monitors	15%
H S A	custom furniture	20%
Haivision	video streaming hardware	10%
	video streaming software/ services	3%
Hall Research	AV signal dist, control systems	12%
Icron	USB devices	5%
ICS	video wall controllers	8%
Infocus	projectors	15%
	interactive monitors	10%
Innovox	speakers, processing	25%
Interlink Electronics	Wireless Keyboards and Mice	10%
JBL	speakers, processing	21%
Jelco	soft and hard cases, Road cases, lifts	20%
Kramer	Video Distribution products	25%
KSI	Speakers, Cabinets, Furniture, Lecterns	20%
LG Commercial	Projectors and LCD Monitors	10%
Liberty Wire/Cable	Bulk cable and custom cables	25%
LifeSize	Videoconferencing , streaming	6%
Lightronics	Portable, Stage and architectural lighting	25%
Listen	assistive listening and mic systems	18%
Logitech	USB devices	5%
Lowell	racks, audio products	20%
Marshall	monitors, cameras, routing	18%
Media Vision	mic systems	18%
Midas	audio mixing	15%
Middle Atlantic Products	racks, furniture, power distribution	25%
NEC	Projectors and LCD Monitors	10%
Netgear	ethernet / network management	3%
Newline	interactive monitors	0%
Pakedge	ethernet / network management	25%
Panasonic	Projectors and LCD Monitors	6%
Penton/Ateis	audio mixing procesing	10%
Philips	Projectors and LCD Monitors	10%
Planar	video walls/monitors	10%
Presentation Switchers	video switching	15%
Presonus	audio mixing and processing	15%
Primacoustic	acoustical treatment	20%
QSC	audio mix, proc, amps, speakers	18%
RGB Spectrum	video wall processing	12%

ALPHABETICAL FULL LISTING (continued)

<u>Manufacturer</u>	<u>Product</u>	<u>% Discount off List Price</u>
RDL	audio processing, routing	21%
Reply Systems	audience response hardware	5%
Roland	audio video mixers	10%
Samsung	monitors	10%
Servoreeler	motorized mic systems	4%
Sharp Professional	Projectors and LCD Monitors	5%
Shure	microphones	15%
Smart Technologies	interactive monitors	1%
SMS	mounts, kiosks	10%
Sony Pro	cameras	8%
Soundcraft	mixers, audio processing	20%
Soundtube	speakers	12%
StarLeaf	video conferencing hardware	10%
	video conferencing software	7%
	video conferencing service	5%
Stewart Audio	audio amps, delivery	20%
SurgeX	power management	20%
SVSI	network video delivery/routing	0%
Symetrix	mixers, audio processing	15%
Tightrope Media	digital signage	8%
Triplite	power management	5%
tvOne	video processing, switching, delivery	4%
Vaddio	video cameras and switching	15%
VDO 360	USB cameras for UC	8%
Vidyo	video conferencing hardware	10%
	video conferencing software	5%
	video conferencing service	3%
VisiMeet/IOCOM	video conferencing, cloud service	5%
Vivitek	projectors	25%
	wireless video	20%
Vutec	projection screens	25%
Williams Sound	assistive listening systems	16%
Wireless Computing	Wireless Keyboards and Mice	10%
Zigen	video delivery and switching	20%

VI.B.2.b Maintenance After Warranty Period

Code 3 AV offers three levels of maintenance and service contracts for periods of 1, 2 and 3 years as well as hourly service rates outside any service contract. Please see Attachment #1: Service Contract Descriptions, at the end of this proposal for explanation of contract service packages available.

	Bronze	Silver	Gold
Year 1	--	5% of project value	12% of project value
Year 2	2% of project value	6% of project value	13% of project value
Year 3	2% of project value	7% of project value	14% of project value

Hourly Service Rates:

Working Hours: Code 3 AV will perform all necessary work between the hours of 8:00 am and 5:00 pm Monday through Friday. Any hours worked outside of this time frame will be charged at time and one-half of the normal hourly rate for each position.

Installation/Integration:	\$75.00	per hour per technician
Programming:	\$125.00	per hour
Design / Consulting:	\$125.00	per hour
Engineering and Configuration:	\$125.00	per hour
Service Calls:	\$150.00	per call for a one hour visit in the Richmond area
	\$75.00	per hour per technician after first hour
Training:	\$100.00	per hour

VI.B.2.c Rental Equipment Option

Rental Equipment and Services are offered as well. Please see Section VI.B.3.g, Rental Services (Section V.A.7) and Attachment #3 for a full description of equipment, services and pricing available from CODE 3 AV.

VI.B.2.d Hypothetical Pricing Schedule (Section VII)

A. Equipment and Furniture				
	Annual Expenditures		%Discount	Discounted Total
Broadcast Television	\$200,000	less	15% =	\$170,000
Multimedia Presentation	\$700,000	less	17% =	\$581,000
Multimedia Development	\$300,000	less	11% =	\$267,000
Satellite Transmitting and Receiving	\$300,000	less	10% =	\$270,000
Teleconferencing and Communication	\$1,300,000	less	9% =	\$1,183,000
Computer Presentation	\$1,900,000	less	10% =	\$1,710,000
Broadband Distribution	\$200,000	less	11% =	\$178,000
Multimedia Furniture	\$150,000	less	20% =	\$120,000
Section A Total			\$4,479,000	
B. Services:				
Annual Maintenance Contracts	\$100,000	less	15% =	\$85,000
Hourly Service Rates	Annual Number of Hours	X	Hourly Rate	Annual Total
Maintenance After the Warranty	200 hours	X	\$150.00 =	\$30,000
Installation	700 hours	X	\$75.00 =	\$52,500
Technical Assistance	50 hours	X	\$125.00 =	\$6,250
Training	25 hours	X	\$100.00 =	\$2,500
Section B Total			\$176,250	
C. Rental Equipment:				
	Annual Expenditures		%Discount	Discounted Total
Section C Total	\$100,000	less	15% =	\$85,000
GRAND TOTAL SECTIONS A, B and C			\$4,740,250	

VI.B.3 Approach to Providing Services

Code 3 AV is a team of devoted AV professionals working together to deliver value to our clients. Formerly the BVC Sales & Integration Division which was founded in 1969 and the first AV company in Richmond, VA, CODE 3 AV continues to grow its excellent reputation as a premier AV company in the mid-Atlantic region. Code 3 AV provides Consulting and Design of Integrated systems, installation and programming of systems, service of systems and equipment, rental of AV equipment and staging of small and large scale special events with technical staff to setup and operate temporary presentation systems.

In the past 4 years CODE 3 AV has grown to a complete AV Company due to its reputation of providing exceptional customer service and support. Service calls are typically answered same day with onsite support within 24 hours. Reliable service and support in an industry with highly complex systems and devices is an absolute necessity and expectation of our clients.

CODE 3 AV typically follows standard industry processes for preparation of quotes and statements of work for each project.

The Sales person will meet onsite with the client staff to discuss the functional and budgetary requirements, build sketches of the facilities, noting furniture, wall, floor and ceiling construction, brainstorm and introduce new or related products for discussion and educate the client on industry standards and technical details.

Next, engineering will provide input to the product selection, system design/integration, build system schematics of proposed design concept and assist sales with the quote and scope of work details. Sales then builds the initial proposal.

Proposal is sent to client via email with descriptive literature. Onsite proposal review meeting is conducted to confirm scope and modify proposal per client direction. A revised proposal is sent to the client for final approval and order. This process may have several repetitions due to funding available, new staff and new organizational directives.

This process can take a few days or a few months depending on the size and complexity of any project. Code 3 AV will provide this service at no charge, pending an order is received at the completion of the process.

When the purchasing includes a bidding process, the sales person creates the final bid proposal for submission to the owner as specified.

CODE 3 AV will provide audio visual products, maintenance service and system integration services on an as needed basis to all VASCUPP clients.

CODE 3 AV will provide prompt response to requests for quotes including onsite surveys for installation related projects. Onsite meetings generally provide an opportunity to discuss in depth requirements and develop a positive working relationship with the client.

CODE 3 AV will offer Energy Star products when available in each category.

CODE 3 AV holds a Class A Virginia Contractors' License. See copy within this proposal.

CODE 3 AV has a large inventory of audio, video and stage lighting equipment available for rent on an as needed basis. Please see Section VI.B.3.g, Rental Services (Section IV.A.7) and Attachment #4 for a full description of equipment, services and pricing available.

VI.B.3.a Product Descriptions

CODE 3 AV offers over 70 manufacturers to our clients representing a broad spectrum of products for audio, video , audio and video conferencing, network streaming, multimedia presentations, lighting, digital signage and broadband distribution.

The products vary from fully manual controlled devices with analog components and interfaces to fully web enabled devices with full digital infrastructure and digital interfacing.

The Total Solution is our true product. The "solution" includes an extensive onsite client meeting and investigation of the facility or plans; a custom engineered system design; concise and informative proposal; pre sales client support; professional project management and execution; client training and full as-built documentation delivered to the client upon project completion.

CODE 3 AV offers the best in pre- and post-sale customer service. We have grown our business on the belief that an exceptionally satisfied customer will "spread the word" and tell other potential clients that CODE 3 AV went over and above, to address their needs and provide a quality package at a reasonable price.

CODE 3 AV strives to provide custom design systems that are specific to the specific needs and requirements of each individual client. CODE 3 AV rarely uses a “cookie cutter” approach to systems design. Each client has different needs and missions requiring different approaches.

Actual equipment product line information is included in our Proposed Price Schedule above.

VI.B.3.b As Needed Basis

CODE 3 AV understands the contract provides the VASCUPP and other government agencies to access the product portfolio, services and discount structure on an as-needed basis. No order will be issued for product except by individual organizations.

VI.B.3.c Freight

CODE 3 AV will include all freight costs in all proposals as a result of this contract. The freight terms will be FOB Destination/Prepaid.

VI.B.3.d Design and Installation

CODE 3 AV can provide a turnkey solution including consultation, design, installation, custom programming, equipment/materials, full systems testing and training. In the pages that follow, CODE 3 AV will demonstrate a clear understanding of the Audio Visual Industry and of the subject services required.

CODE 3 AV will execute all projects with the utmost professionalism as outlined in the Management Plan included in this proposal. The process includes quality and compatibility checks throughout, to guarantee industry standards are followed and the Scope of Work is fulfilled on each project.

CODE 3 AV offers an integrated and custom solution for all client projects. No work is ever “cookie cutter” as most CODE 3 AV systems and clients require a highly refined customized solution to the functional, budgetary and physical environments. Since each client has their own unique mission and facilities, CODE 3 AV strives to think out of the box in designing AV systems. We look at the product spectrum and pick and choose devices that best correlate to the overall design concept required.

The quality of our work is best expressed by our clients who have received a customized solution that meets their needs. CODE 3 AV quality begins with the design. Specific equipment with very specialized functions are selected and integrated into the conceptual and fully engineered design. Highly qualified technical engineers and installers build and integrate the many components and custom programming meshes the hardware and software to a user interface that is automated, simple to use and easy to support for the long term.

Upon receipt of the order, the standard project management process is engaged.

After receipt of order, the project information package is delivered to the following CODE 3 AV functions / departments: Engineering, Installation Management and Sales Support/Purchasing

Each department reviews the initial documentation and Project Manager schedules a pre-project site meeting with owner representatives, CODE 3 AV Engineering and Installation Departments.

Meeting Objectives:

- review of scope of work
- coordination of owner requested preferences including equipment locations, finishes, preliminary schedules;
- review of site installation conditions, any obstructions to AV installation investigated /confirmed;

- review and coordination with owner for NIC (not in contract items) such as electrical services, special construction, POTS lines for telephone/audio-conferencing, ISDN/IP ports/lines for videoconferencing;

Upon completion of pre-project review meeting and issue resolution the following procedure is engaged:

- Engineer reviews meeting notes, design concept, equipment list, scope of work (including gov't SOW), site drawings and site pictures; then prepares and forwards equipment list / order for purchasing;
- Purchasing prepares orders to manufacturers, begins order confirmation/delivery expectations; tracks shipments, coordinates deliveries with project schedule;
- Installation Manager reviews project documentation and prepares orders for miscellaneous materials such as cabling/wire, hardware, connectors, etc. Establishes inventory of supplies for project.
- Installation Manager begins project schedule construction and builds calendar for system construction and installation;
- rough-in construction phase schedule is established, approved by owner and executed;
- coordination/tracking of equipment and material delivery continues;
- continuing progress payment invoices are issued as milestones are completed;
- as equipment is received, racks are built, wired and tested for signal integrity;
- coordination and scheduling of physical equipment installation continues;
- continuing coordination/scheduling of subcontractors (electrical) and owner furnished equipment and connectivity (telephone, IP-ethernet, ISDN lines)
- as individual sites are rough-in complete, AV equipment is installed, racks delivered and final termination of external equipment to racks is executed;
- manual system testing begins, confirming proper and quality signal integrity throughout signal chain for video, audio and control between associated devices;
- programming/configuration phase begins in each room, system testing and troubleshooting continues during programming process;
- final system testing and documentation creation begins, including as-built drawings, manual binders, cheat sheets and miscellaneous deliverables to owner;
- owner staff training is scheduled and executed;
- CODE 3 AV provides life of system support through phone support, on-site visits as required and preventive maintenance if required.

Functional Description of Departments Involved in Project:

Engineering:

- Engineer develops shop drawings for rack construction, physical on-site installation and system configuration / programming concept. Forwards drawings and revised scope of work to Installation department for coordination, scheduling and construction;
- Engineer begins programming concept for systems configuration and control;
- writes custom code for equipment configuration and control systems;
- manages engineering of project, technical installation evaluation, site system commissioning, system testing, confirmation of proper design execution;

Installation and Project Management:

- coordinates with owner representatives for project installation;
- manages day to day schedule for technicians; resolves installation issues as they arise, coordinating with CODE 3 AV engineering, owner representatives and CODE 3 AV technicians;
- manages miscellaneous material procurement and inventory;
- coordinates external subcontractors, rental of subcontracted tools and equipment for project;
- first point of contact for owner to confirm schedule and scope of work; problem resolution;
- receives owner request for service, provides phone support and coordinates site service call if necessary; coordinates system and equipment repairs;

Sales Support - Purchasing/Receiving:



- prepares/initiates orders to manufacturers; resolves backorders or reports long lead times to Installation team; investigate alternate sources of specified equipment, if possible; coordinates replacement equipment with Sales Engineer, Engineering and Installation;
- provides order confirmation/delivery expectations; tracks shipments, coordinates delivery with project schedule;
- coordinates payment of manufacturers, subcontractors with accounts payable, logs expenses specific to projects;
- manages shipping and receiving function for project equipment and supplies;
- prepares invoicing for project;

All electronic files created in the execution of a contract will be provided to the owner upon final completion of the project. This includes control system files (AMX/Crestron/Extron), DSP mixer and preset configuration files from all devices in each system. A CD will be produced and given to the owner representative.


All hard drawing files including as-built wiring diagrams, room layouts, rack layouts and elevations will be provided to the owner upon final completion of the project. Hard copy drawings will be placed in each room equipment rack and electronic files will be placed on the CD with other programming and configuration files delivered to the owner representative.

Custom Operators' Guides or "cheatsheets" are created and provided to the owner for basic systems operations. These guides show control device pages and illustrate the proper procedure for executing system functions.

VI.B.3.e Contractor's License

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION COMMONWEALTH OF VIRGINIA	
EXPIRES ON 02-28-2017	9960 Mayland Dr., Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500
NUMBER 2705150049	
BOARD FOR CONTRACTORS CLASS A CONTRACTOR *CLASSIFICATIONS* ESC	
CODE 3 AV INC P O BOX 2666 MIDLOTHIAN, VA 23113	
  Jay W. DeBoer, Director	
ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.	

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

(POCKET CARD)	
COMMONWEALTH OF VIRGINIA CLASS A BOARD FOR CONTRACTORS CONTRACTOR	
CLASSIFICATIONS ESC NUMBER: 2705150049 EXPIRES: 02-28-2017	
CODE 3 AV INC P O BOX 2666 MIDLOTHIAN, VA 23113	
	
ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.	

(DETACH HERE)	
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION 9960 Mayland Dr., Suite 400, Richmond, VA 23233	
ESC = Electronic/Communication Svc	

Installation Warranty

CODE 3 AV warrants installations to be free of defects in workmanship for a time period of 365 days. The applicable warranty period will commence from date of owner acceptance.

Owner is automatically enrolled in CODE 3 AV's Bronze level service program.

Product Warranty

Equipment failures will be subject to the manufacturer's warranty policy. The manufacturer's warranty policy may result in additional charges that will be charged back to the customer. These charges may include but are not limited to:

- Manufacturer repair of equipment
- Replacement equipment
- Products / components which are expendable or of limited life such as projection lamps, fuses, Etc.
- Loaner/rental equipment for use in place of failed equipment
- Shipping charges related to equipment delivery to/from CODE 3 AV

In the event that a CODE 3 AV is deployed to service a system within ninety (90) days of owner's acceptance and equipment failure is found, the owner will not be billed for CODE 3 AV's time on site. Owner will still be responsible for any additional charges deemed necessary by the manufacturer for repair or replacement. Once the 90 days from owner's acceptance has expired, the owner will be responsible for service charges from CODE 3 AV to remove and/or replace equipment.

All obligations of CODE 3 AV under this warranty shall cease in the event its products or parts thereof have been subjected to accident, abuse, alteration, misuse or neglect, or which have not been operated and maintained in accordance with proper operating instruction.

Programming Warranty

CODE 3 AV warrants programming to be free of errors for a period of one year. Warranty will commence from date of owner acceptance.

Owners will have thirty (30) days from owner acceptance to evaluate touch panels and control configuration.

Changes to the touch panel and/or programming will be covered within the thirty day period, as long as these changes are consistent with the original scope of work. Requests for changes will be limited to two (2) within the thirty day evaluation period.

Service

All service requests must be directed to CODE 3 AV's service department and will be handled within a timely manner as negotiated with owner.

Service not covered under warranty by CODE 3 AV or a manufacturer will be billed to the customer. Service that will not be covered under warranty includes but is not limited to:

- Customer alteration of installed audio/visual equipment
- Misuse or damage of equipment
- Operator error
- Lightning or static discharge

Service charges to the customer will be billed at the standard CODE 3 AV service rate of \$150 per hour. Overtime labor rates will apply to work before 7am EST or after 4pm EST. Travel charges may apply to locations outside of the Richmond Virginia metro area. Charges above the standard rate will be handled on a per case basis and will be discussed with the owner at the time of service request.

Service and/or preventative maintenance contracts are available upon request.

VI.B.3.g Additional Services (Section V.D)

CODE 3 AV will provide a Lead A-Technician to act as an onsite project manager at all times during the project installation phase. Also, a Primary Project Manager will be assigned to each installation project for the duration of the project from order to owner signoff, to perform the coordination of construction and schedule related details prior to installation and during the project execution. The project manager will also be responsible for delivery of training and as-built final project documentation.

CODE 3 AV will provide professional onsite consultation services available within the Sales staff.

CODE 3 AV will provide professional design services available within the Engineering staff.

CODE 3 AV will provide professional installation, service and maintenance from within the Installation and Service Technician staff.

CODE 3 AV will provide professional, certified programmers for AMX, Crestron, Extron and other control systems programming, available within the Installation and Programming staff.

CODE 3 AV will participate in technology shows as requested to demonstrate CODE 3 AV offerings of equipment and services at no additional cost to the University.

CODE 3 AV will provide professional training and materials, available within its Installation and Programming and Project Management staff.



1

SWaM Micro Business Certified
Audio Video Control - Sales and Service

Contact
Organization
Address 1
Address 2
City State zip
Phone:
Cell:
Email:

Submitted By:

Patrick Herring, CTS

November 10, 2016

VASCUPP Contract 4394459JC-03

Project Title
Project Description

Base System: Description

ESTIMATE

[illegible]

Equipment Subtotal			\$ -
Miscellaneous Hardware and Wire	lot		\$0.00
Electrical Service to AV Equipment's	lot		\$0.00
Millwork / Carpentry	lot		\$0.00
Design / Consultation	lot		\$100.00
Engineering and Configuration	lot		\$125.00
Programming	lot		\$100.00
Training	lot		\$100.00
Installation / Integration	lot		\$60.00
tax	Exempt	lot	\$0.00
Installation, Administration & Misc. Subtotal			\$485.00
System Subtotal		#REF!	\$ 485.00

Estimated Lead time to Delivery:

System Description:
System will be capable of ...

Scope of Work:
Code 3AV will furnish and install...

Additional Details:

- 1) Construction / Installation related details
- 2) Design considerations
- 3) Owner responsibilities
- 4) Special terms and conditions

Extended Service Estimate

Estimated System Value			
#REF!	Bronze	Silver	Gold
Year 1			
Year 2			
Year 3			

Please note: The Code 3 AV Terms, Conditions and Warranty are attached and included with this offer.

14201 Justice Road, Suite B P.O. Box 2666 Midlothian, Virginia 23113 voice: 804-223-2990 fax: 804-223-2999 www.code3av.com

VI.B.3.i Implementation Schedule

CODE 3 AV has been accepting orders and providing the services described in this proposal for five (5) years and will continue to be prepared to accept orders and provide the services described in this proposal upon contract award.

VI.B.4 Compliance with Mandatory Requirements (Section V)

CODE 3 AV does comply with mandatory requirements as presented in Section V, Statement of Needs.

VI.B.5 Compliance with Non-Mandatory Requirements (Section V)

CODE 3 AV does comply with non-mandatory requirements as presented in Section V, Statement of Needs.

VI.B.7.a Company Qualifications and Experience

CODE 3 AV has been in the business of selling, renting, designing and installing audio visual systems for 4+ years. Just in the 5 key positions listed, there is over 100 years combined experience in the Sales and Integration Division.

All Staff attend manufacturers training periodically for recertification and new product knowledge.

Manufacturers' representatives regularly visit CODE 3 AV introducing new products and technologies.

CODE 3 AV Sales and Engineering staff expend numerous hours researching products and feature sets that determine the best device for the clients' application. Therefore we have extensive knowledge of the products available within our industry as well as associated industries like computers, networking, electrical and construction.

CODE 3 AV strives to research products through industry tradeshow attendance, manufacturer representative meetings, manufacturer training, Industry Organization Training (InfoComm), discussions with industry and manufacturer applications/engineering staff and individual certifications training.

Comparable Accounts / Contact Information

Project 1.

Project Name: Dominion 8th & Main – 20th floor Audio Visual Systems

Project Address: Dominion Power, 8th & Main Bldg, 707 E Main Street, Richmond, VA 23219

Owner's Name: Dominion Resources Services

Address: 707 East Main Street, Richmond, VA 23219

Phone Number: (804) 921-4538

Contact: Jim Mallon, jim.mallon@dom.com

Total Contract Value: \$410,000.00

Contract length: 4 months

Final Completion Date: April 18, 2016

Provide consulting, design, engineering and integration of audio visual systems in 15 various conference rooms. Systems include H.323 video conferencing, analog and VOIP audio conferencing, Single and dual display presentation modes, collaborative technologies for interactive presentations, control system automation and Outlook™ based room scheduling system and panels for each room.

Project 2.

Project Name: Boardroom and Law Enforcement Training/EOC
Project Address: 7870 Villa Park Drive, Suite 400, Henrico, VA 23228
Owner's Name: Virginia Dept. of Game and Inland Fisheries
Address: 7870 Villa Park Drive, Suite 400, Henrico, VA 23228
Phone #: 804-367-2991
Contact: Debbie Parsons, Debbie.Parsons@dgif.virginia.gov
Total Contract Value: \$260,000.00
Contract length: 5 months
Final Completion Date: November 4, 2015

Design and integration of audio visual presentation systems with audio and video conferencing for statewide collaboration and communications. Systems include complex audio and video routing systems using current digital AV transmission systems, multiple displays with matrixed, discrete video feeds, audio and HD video recording and monitoring systems.

Design and Installation of building wide Paging system.

Design and installation of statewide video conference network using a cloud based client-server approach with installed hardware based codecs used in conjunction with mobile software codecs on computers and tablets.

Project 3.

Project Name: VHS Auditorium, Learning Center and Lecture Halls- AV Systems
Project Address: 428 North Boulevard, Richmond, VA
Owner's Name: Virginia Historical Society
Address: 428 North Boulevard, Richmond, VA 23220
Phone #: 804-358-4901
Contact: Sam Prickett, sprickett@vahistorical.org
Total Contract Value: \$270,000.00
Contract length: 12 months
Final Completion Date: July 16, 2015

Complete upgrade / conversion of analog audio and video systems to current digital platform. Installation of building wide multicast video network allowing any facility to become an overflow or monitor activity for any other room/facility via network based video and audio delivery system.

Forum Hall includes complete automation of system functions during a regular hourly showing of designated content/movies. System includes error checking and remote notification / diagnostics of AV system in the event of a device or function failure that could disrupt the schedule. Devices controlled include projectors, screens , surround sound 5.1 audio system, doors and house /stage lighting.

Project 4.

Project Name: Radford University

Project Address: Fitness and Wellness Center

Owner's Name: Division of Information Technology

Address: 501 Stockton St.; Building #6

Phone #: (540) 831-7514

Contact: Randy S. McCallister, rmccalli@radford.edu

Director, Electronic Engineering and Communication Services

Total Contract Value: \$200,000.00

Contract length: 6 months

Final Completion Date: November 19, 2014

Design and installation of complex audio distribution, Internet radio and control system automation to simplify use of large distributed back ground music and multiple performance sound systems throughout the facility.

Design and installation of partially installed and portable AV presentation system with high power HD projection, large scale projection screen and audio system integration.

VI.B.7.b

Technical Staff

CODE 3 AV offers the full package of trained personnel to provide turnkey solutions to the government. Using the resources CODE 3 AV has in knowledge, experience and product availability/access, we can provide state of the art solutions for VASCUPP clients. CODE 3 AV custom designs each system to ensure the systems meet or exceed our client's wishes. CODE 3 AV stands behind our work and will support the client with quick response to project related questions and issues. Our service record proves our commitment to ongoing client support throughout the life of the system. We will be there when you need us.

Key Personnel and Experience

Patrick Hearing, President and Sales Manager: Develops conceptual designs, contract management, quote and scope of work generation.

Pat Hearing is a graduate of Virginia Tech. with a BS in Business Management and has worked in the AV industry for more than thirty (30) years. Holding positions in virtually every aspect of the field, Pat has the knowledge and experience to provide added value to his client's system requests. Pat maintains membership in InfoComm International and has earned certifications through this leading AV Industry organization.

Since purchasing Code 3 AV Inc., Pat has implemented a measured approach to plotting Code 3 AV's course, keeping the company on an even keel and balanced trajectory as the company grows.

Peter Norman, Vice President, Systems Programmer and Director of Project Management: Develops and installs integrated control systems operational programming. Coordinates with owner staff on integrated control systems operations / scope of work regarding systems integration.

Peter Norman is a graduate of Alma College with a BS in Computer Science and has worked in the AV industry for more than twenty five (25) years. Peter continues in his thirst for knowledge with course work in project management and quality assurance and advanced programming. Peter has earned Master Programmer status through Crestron and AMX, Cisco certifications and also holds the CTS certification through InfoComm International.

Peter strives to deliver value, quality and innovative solutions for our clients. As Code 3 AV Inc. continues to grow, Peter works to ensure we have remarkable talent doing incredible and pioneering work for our clients every day.

Joseph Zirkel, Systems Design Engineer: Develops engineered solutions, responsible for computer aided design (i.e.) system schematics, architectural drawings, company archives, product / compatibility research. Joe maintains membership in InfoComm International and has earned certifications through this leading AV Industry organization.

Joseph Zirkel is a graduate of Virginia Tech with a BA in History and has worked in the AV industry for twenty (20) years.

Stephen Payne, Field Engineer: Provides engineering and quality control post build and during installation, responsible for R&D tasks in house and in the field. 20 Years' experience.

Steve holds the CTS (Certified Technology Specialist) through InfoComm International as well as many manufacturers' certifications, including Biamp, Chief.

Lance Patterson, Field Engineer: Provides engineering and quality control post build and during installation, responsible for R&D tasks in house and in the field. 20 Years' experience. Lance studied audio visual topics at the University of Texas.

Lance maintains membership in InfoComm International and has earned certifications through this leading AV Industry organization.

Travis Rappold, Lead Technician: Responsible for the delivery, installation and testing of all AV integrated systems. Manages all field related operations for assigned projects. Trains B Technicians to perform work in accordance with Code 3 AV and industry standard practices. Travis has 5 years experience.

Travis is a graduate of ITT Tech with a degree in Electrical Engineering. He holds a Specialized CTS-Installation certification through InfoComm International, as well as many manufacturers' certifications.

Adam Hodges, Lead Technician / Programmer: Responsible for the delivery, installation and testing of all AV integrated systems. Manages all field related operations for assigned projects. Trains B Technicians to perform work in accordance with Code 3 AV and industry standard practices. Develops and installs integrated control systems operational programming. Adam has 4 years experience.

Adam is a graduate of ITT Tech with a degree in Electrical Engineering. He holds a CTS certification through InfoComm International, is certified as a Crestron programmer, as well as many manufacturers' certifications.

VI.B.4.c Primary Point of Contact

Patrick Herring, President: primary contact sales related information and scheduling onsite sales meetings:
Phone: 804-223-2990
Email: phearring@code3av.com

Peter Norman, Vice President, Project Management: primary contact support and problem resolution:
Phone: 804-223-2992
Email: pnorman@code3av.com

VI.B.4.d Term Contracts

VASCUPP, through January 2017

VI.B.4.e Annual Sales

Radford University	\$75,000.00
VCU	\$40,000.00

VI.B.8 Purchasing Card Acceptance

CODE 3 AV agrees to accept Purchase Card for orders of \$5,000.00 or less.

VI.B.9 Terms and Conditions Acceptance

CODE 3 AV agrees to the terms and conditions as presented in Section VIII, General Terms and Conditions, as well as Section IX, Special Terms and Conditions.

VI.B.10 Small Business Certification

CODE 3 AV is currently SWAM certified as a small/micro business by the Virginia Department of Minority Business Enterprise. Our DMBE SWAM number is #705848. Our EVA Acct number is #VA0000103969.

VI.B.11 Method of Payment

CODE 3 AV prefers payment for all products and services delivered via ACH. See Appendix II Invoicing and Payment for Method Acknowledgement.

Attachment #1: Service Contract Descriptions:

Preventative Maintenance

A qualified CODE 3 AV technician will inspect installed equipment in order to correct and/or detect faults in the system before they develop into major failures. A written document will be provided to the owner detailing all services performed, recommendations for equipment replacement/upgrade, and any malfunctions found with our recommended solution.

Services provided with a preventative maintenance trip include, but are not limited to the following:

- Clean all equipment (Includes monitor screens, projector filters, etc)
- Test control system for full operation
- Test all display source routing
- Test all audio routing
- Test lighting control
- Test shade control
- Update Firmware
- Make any adjustments necessary in audio system to enhance performance
- Align and focus projectors
- Test audio and/or video teleconferencing for full functionality
- Record lamp hours on projector

Preventative maintenance visits are scheduled in annual, bi-annual, and quarterly intervals based on the service package purchased.



Bronze Program Level

Preventative Service and Maintenance

A CODE3AV qualified technician shall perform one (1) scheduled preventative service maintenance for the installed equipment. A written document is provided detailing all services performed, observations, new settings created, any recommendations for equipment replacement and/or upgrade as well as any malfunctions found and our recommended solution.

Telephone Technical Support

A CODE3AV qualified technician shall be available for telephone support during normal business hours of Monday through Friday from 8:00am to 5:00pm excluding holidays honored by CODE3AV. The response time shall be no more than four (4) hours from the time of initial telephone call.

On-site Service

A CODE3AV qualified technician shall be available for reported issues requiring an on-site service. The Bronze Program Level guarantees that a qualified technician shall be available within 48 hours from the time of the initial call. The cost during normal business hours (Monday through Friday from 8:00am to 5:00pm) shall be at a minimum charge of \$150 and \$150 for each additional hour. The cost outside normal business hours shall be at a minimum charge of \$225 (4 hour minimum charge at \$225 per hour) and \$225 for each additional hour.

Equipment Repair/Replacement

If malfunctioning equipment is found to be the cause of a failure in the system, the equipment shall be repaired or replaced to keep the system in good working condition. At the Bronze Program Level, Anderson Audio Visual shall facilitate the repair/replacement of the equipment with the appropriate manufacturer. Removal of the equipment and its reinstallation after repair/replacement shall be charged at the On-site Service rate detailed above. There shall be an additional charge for shipping to and from the manufacture. The cost to repair out-of-warranty equipment shall be charged at the actual cost.

Systems Operator

At client's request, CODE3AV provides a knowledgeable technician, familiar with the installed system, to serve as a systems operator. The cost shall be at \$95 per hour.

Travel Charge

A fee off \$75.00 per hour will be added for locations outside the Richmond metro area.

Preventative Service and Maintenance

A qualified technician shall perform two (2) scheduled preventative service maintenance for the installed equipment. A written document is provided detailing all services performed, observations, new settings created, any recommendations for equipment replacement and/or upgrade as well as any malfunctions found and our recommended solution.

Telephone Technical Support

A CODE3AV qualified technician shall be available for telephone support during normal business hours of Monday through Friday from 9:00am to 5:00pm excluding holidays honored by CODE3AV. The response time shall be no more than four (4) hours from the time of initial telephone call.

On-site Service

A CODE3AV qualified technician shall be available for reported issues requiring an on-site service. The Silver Program Level guarantees that a qualified technician shall be available within 48 hours from the time of the initial call. There shall be no charge for the first 2 hours of the on-site service performed during normal business hours (Monday through Friday from 8:00am to 5:00pm); each additional hour shall be charged at \$150 per hour. The cost outside normal business hours shall be at a minimum charge of \$225.00 (4 hour minimum).

Equipment Repair/Replacement

If malfunctioning equipment is found to be the cause of a failure in the system, the equipment shall be repaired or replaced to keep the system in good working condition. At the Silver Program Level, CODE3AV shall facilitate the repair/replacement of the equipment with the appropriate manufacturer. Removal of the equipment and its reinstallation after repair/replacement shall be charged at the On-site Service rate detailed above. There shall be no charge for shipping to and from the manufacturer if shipped at a ground service method; the cost for expedited shipments shall be charged at its actual cost. The cost to repair out-of-warranty equipment shall be charged at 50% the actual cost.

Systems Operator

At client's request, CODE3AV provides a knowledgeable technician, familiar with the installed system, to serve as a systems operator. The cost shall be at \$95.00 per hour.

Travel Charge

A fee off \$75.00 per hour will be added for locations outside the Richmond metro area.

Preventative Service and Maintenance

A CODE3AV qualified technician shall perform four (4) scheduled preventative service maintenance for the installed equipment. A written document is provided detailing all services performed, observations, new settings created, any recommendations for equipment replacement and/or upgrade as well as any malfunctions found and our recommended solution.

Telephone Technical Support

A CODE3AV qualified technician shall be available for telephone support during normal business hours of Monday through Friday from 8:00am to 5:00pm excluding holidays honored by CODE3AV. The response time shall be no more than four (4) hours from the time of initial telephone call.

On-site Service

A CODE3AV qualified technician shall be available for reported issues requiring an on-site service. The Silver Program Level guarantees that a qualified technician shall be available within 48 hours from the time of the initial call. There shall be no charge for any on-site service performed during normal business hours (Monday through Friday from 8:00am to 5:00pm). The cost outside normal business hours shall be at a minimum charge of \$225.00 (4 hour minimum charge at \$225.00 per hour) and \$225.00 per hour for each additional hour.

Equipment Repair/Replacement

If malfunctioning equipment is found to be the cause of a failure in the system, the equipment shall be repaired or replaced to keep the system in good working condition. At the Gold Program Level, CODE3AV shall facilitate the repair/replacement of the equipment with the appropriate manufacturer. Removal of the equipment and its reinstallation after repair/replacement shall be charged at the On-site Service rate detailed above. There shall be no charge for shipping to and from the manufacturer if shipped at a ground service method; the cost for expedited shipments shall be charged at its actual cost. There shall be no charge for repair of out-of-warranty equipment.

Systems Operator

At client's request, CODE3AV provides a knowledgeable technician, familiar with the installed system, to serve as a systems operator. The cost shall be at \$95.00 per hour.

	Bronze Level	Silver Level	Gold Level
Preventative Maintenance	1 Visit	2 Visits	4 Visits
Telephone Technical Support 4-Hour Response Time	No Charge 8:00am – 5:00pm	No Charge 8:00am – 5:00pm	No Charge 8:00am – 5:00pm
On-Site Technical Support Normal Business Hours	\$150.00 48 Hour Response Time	No Charge - Initial 2 Hours \$150 Each Additional. Hour 24 Hour Response Time	No Charge 24 Hour Response Time
On-Site Technical Support Outside Normal Business Hours	\$225.00 4-Hour Minimum	\$225.00 4-Hour Minimum	\$225.00 4-Hour Minimum
Equipment Repair Under Warranty	Per Manufacturer	Per Manufacturer	No Charge
Ground Shipment	Additional Charge	No Charge	No Charge
Expedited Shipment	Additional Charge	Additional Charge	Additional Charge
Equipment Repair Out of Warranty	Additional Charge	50% Discount of Sale Price	No Charge
Ground Shipment	Additional Charge	No Charge	No Charge
Expedited Shipment	Additional Charge	Additional Charge	Additional Charge
Equipment Replacement Under Warranty	Per Manufacturer	Per Manufacturer	No Charge
Ground Shipment	Additional Charge	No Charge	No Charge
Expedited Shipment	Additional Charge	Additional Charge	Additional Charge
Equipment Replacement Out of Warranty	Additional Charge	25% Discount of Sale Price	No Charge
Ground Shipment	Additional Charge	Additional Charge	No Charge
Expedited Shipment	Additional Charge	Additional Charge	Additional Charge
Systems Operator	\$95 per hour	\$95 per hour	\$95 per hour
Travel (Outside Richmond Metro Area)	\$75 per hour	\$75 per hour	No Charge

Attachment #2: CODE 3 AV Installation: Standard Contract Terms and Conditions:



SWaM Certified

Audio Video Control - Sales and Service

1. Working Hours: Code 3 AV will perform all necessary work between the hours of 7:00 AM and 5:00 PM Monday through Friday. Hours worked outside of this time frame as requested and approved by the client will be charged at time and on-half of the normal hourly rate for each position.

Installation/Integration:	\$85.00 per hour, per technician
Programming	\$150.00 per hour
Design / Consulting	\$125.00 per hour
Content Creation / Digital Signage	\$150.00 per hour
Project Management	\$125.00 per hour
Engineering and Configuration	\$150.00 per hour
Training	\$125.00 per hour
Service Calls	\$150.00 per call (up to one hour visit in Richmond Area)
	\$150.00 per hour after first hour
	\$75.00 per hour, per additional technician

2. Control System Programming and Specialized System Configuration is the intellectual property of Code 3 AV. Any code or system modifications will be charged at the normal hourly rates as stated. If the owner wishes to purchase the code and configuration files, a quote can be issued accordingly. See project specific SOW for clarification.

3. Travel Expenses: Travel outside of the local Richmond area will require the following charges to be applied to the invoice for travel expenses.

Employee Travel Time:	75% of hourly rate
Per diem:	\$50.00 per day per technician
Mileage:	\$0.50 per mile
Lodging:	\$150.00 per room (average) per night
	(rate is estimated based on local availability)

4. Scheduling: Code 3 AV shall confirm availability of the facility or room to which the installation is to take place in advance with the owner. If the technicians arrive and the space is no longer available, the costs incurred for travel and time will be charged as stated above. If the delay extends the project into overtime, the appropriate rate will be charged for hours performing the work.

5. Payment Terms: [REDACTED] Addressed in contract provisions.

6. Freight [REDACTED] Addressed in contract provisions.

7. Taxes [REDACTED] Addressed in contract provisions.

8. Trades work, as required by the AV System design, will be provided by the owner or owners' subcontractors unless stated otherwise in the proposal. These services include, but are not limited to, high voltage electrical work, conduit installation, concrete and structural work, ceiling finish and repair, carpet and glass work, etc. Any delays caused by these trades will be cause for change orders for additional cost.

9. Please note this proposal requires design and engineering which is the property of Code 3 AV and may not be reproduced without the express written permission of Code 3 AV.

10. Permits, insurance certificate creation and project associated administrative costs will be added to invoice as required.



**AUDIO VISUAL VIDEO
RENTAL EQUIPMENT
AND
SERVICES**

2016

Code 3 AV Incorporated

14201 Justice Road Midlothian, VA 23113

Phone: 804.223.2990

Fax: 804.223.2999

Website: www.code3av.com

Email: pherring@code3av.com

Prices quoted are for the first day's rental. Additional consecutive days will be charged at 1/2 of the first day rent. Information on rates for extended rentals will be furnished upon request. Delivery and pickup charges are additional. Professional operators are available at published labor rates.

VIDEO EQUIPMENT

PLAYERS AND RECORDERS

Playback Pro System	275.00
Pioneer 8400 Professional DVD Player	95.00
Standard DVD Player	55.00
DVD Recorder	95.00
Sony DVCAM Player/Recorder	295.00
Ki Pro Hard Disk Recorder	350.00

CAMCORDERS

Canon GL-2 Mini-DV Camcorder	125.00
Panasonic AGHPX500 HD Camcorder	895.00
Sony HXR-NX5U HD Camcorder	350.00
Cartoni Alpha Tripod	55.00
Cartoni Beta Tripod	100.00

DESKTOP PROJECTORS

	ANSI Lumens	
XGA (1024 x 768)		125.00
Sanyo XM-100	5000	495.00

VIDEO ACCESSORIES

6-way Video Dist. Amp	45.00
6-input Video Switcher	55.00
Dukane Visual Presenter	175.00
Elmo Visual Presenter	175.00

BVC REVOLUTION LED WALL

Processor Rack		250.00
8.9 Mil Outdoor Panel	5500 Nit	175.00 ea
3.9 Mil Indoor Panel	1500 Nit	200.00 ea

IGNITION SC-15 15MIL LED VIDEO WALL

Processor	750.00
15 Mil Lightweight Led Panel	125.00 ea

CAT 5 Signal Distribution Video/VGA

Magenta Transmitter/Receiver Pair 500' Max	125.00
Magenta Additional Receiver 500' Max	75.00
Magenta 1x9 CAT 5 Distribution Amp	75.00
Wireless HDMI Receiver/Transmitter 100' max	95.00
HDSDI Over Coax	75.00
HDMI Over Coax	75.00

HDMI Over Fiber

70 Meters	70.00
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COMPUTER DISPLAY EQUIPMENT FLAT SCREEN MONITORS

8" LCD Podium Display	75.00
19" SXGA Flat Screen LCD Monitor	75.00
22" LCD Monitor	95.00
32" LCD Monitor	175.00
42" LCD Monitor	295.00
60" LCD Monitor	325.00
70" LCD HDTV	395.00
90" LCD HDTV	995.00
Floor Stand For 90" HDTV	125.00
Floor Stand For LCD Display	95.00

LARGE SCREEN FORM A ANSI Lumens

Christie HD 10KM DLP	10,000	1800.00
Christie HD 14KM DLP	14,000	2250.00
Christie L2K1500	15,000	2000.00
Christie Digital LX-120	12,000	1200.00
Christie Digital L-8	7,700	795.00
Sanyo ZM-5000 HD	5000	695.00
Sanyo PLC-XM100	5000	495.00

LARGE SCREEN LENS OPTIONS

.8 Short Throw Lens	250.00
1.2 Short Throw Lens	95.00
1.2 - 2.7 Zoom Lens	125.00
4-7 to 1 Zoom Lens	195.00
7 to 15 Zoom Lens	795.00

SEAMLESS DATA/VIDEO SWITCHERS

FSR Video/Data Switcher	395.00
FSR HD Video/Data Switcher	495.00
Extron IN-1508 Video/Data Switcher	195.00
Barco PDS902 3G HD Switcher	495.00
Analog Way Eikos Video Data Switcher	995.00
Analog Way Pulse 2 HD Switcher	695.00
Analog Way Ascender HD Event Switcher	2995.00

SIGNAL PROCESSORS AND ACCESSORIES

2-way VGA/RGB Distribution Amp	35.00
6-way VGA (15pin) Dist. Amp	45.00
6-way RGBS Distribution Amp	75.00
Extron 12 x 8 Matrix Switcher	195.00
Extron 4-1 VGA Switcher	45.00
Sony DSC 1024 Scan Converter	295.00
RGB Spectrum 1690 Scan Converter	295.00
D'San Perfect Cue System	125.00

Professional Video Equipment and Services

VIDEO PRODUCTION SERVICES

VIDEO PRODUCTION EQUIPMENT

Panasonic AV-HS410 HD Switcher	995.00
Panasonic AG_HPX500 HD Camera	895.00
Canon BU-50H HD PTZ Camera	550.00
Canon BU-50H Controller	195.00
Sony DFS-700 Switcher	750.00
Panasonic WJ-MX50 w/Pro-50 Upgrade	295.00
Camera Turret PT-30 PTZ Head	195.00
Sony PVM-8042Q 8" Preview Monitor	50.00
Sony DXC D-30 Camera, Studio Kit and Tripod	450.00
Sony CCU	195.00
100 Meter CCU Cable	95.00
Cartoni Fluid Head Tripod w/Studio Kit	100.00

LIVE VIDEO PACKAGE

3-Camera HD Package	4,000.00
2-Camera HD Package	3,250.00
1-Camera HD Package	2,500.00
3-Camera Live Video w/Sony DFS-700 Switcher	2,600.00
2-Camera Live Video w/Sony DFS-700 Switcher	2,200.00
2-Camera Live Video w/MX-50 Switcher	1,500.00

VIDEO TRANSFER

Any Format to DVD (Master)	25.00
DVD Copies	5.00
Price includes cost DVD.	

SCREENS

FAST FOLD TRUSS SCREENS

5' x 7' Truss Screen	95.00
6' x 8' Truss Screen	150.00
7 1/2' x 10' Truss Screen	200.00
9' x 12' Truss Screen	225.00
10 1/2' x 14' Truss Screen	250.00
12' x 16' Truss Screen	400.00
15' x 20' Truss Screen	450.00
22' x 30' Truss Screen (Rear Fabric Only)	900.00

16 x 9 FORMATTED SCREENS

7 1/2 x 13 Truss Front/Rear Screen	250.00
7' 10" x 14 Truss Rear Screen Only	275.00
10 1/2 x 18 Truss Rear Screen Only	400.00

DRAPE KITS

Side and Valance Kit for all Fast Folds	75.00
Tech Table Drape Kit	75.00
Runoff Drape 16' Height (Per Linear Foot)	9.00
Runoff Drape 20' Height (Per Linear Foot)	10.50
Tie On 30' Height (Per Linear Foot)	15.00

Available Colors: Black, Red, Blue, Taupe, White and Grey

Drapery prices include hardware

FRONT PROJECTION TRIPODS

60" x 60"	20.00
70" x 70"	25.00
84" x 84"	30.00
96" x 96"	35.00

Other screen sizes available upon request

PROFESSIONAL AUDIO EQUIPMENT

Our professional audio systems feature EAW speakers, QSC amps and Ashley processing. Let us customize a sound system for your next event.

SPEAKERS (Includes Power Amplifier)

Includes appropriate amplification. Speakers can be flown in arena style facility

QSC Wide Line 10 Line Array	150.00 ea.	QSC Wide Line 8 Line Array	100.00
QSC Wide Line 10 Subs	150.00 ea.	QSC Wide Line 8 Subs	100.00
JBL VP 7212/95 2000w Powered Speaker	150.00 ea.	EAW FR1292 12" Loudspeaker	75.00
QSC K-12 Speaker	75.00 ea.	Stage Monitor Wedge	75.00
JFX-590 Passive Speaker	75.00 ea.	Galaxy Audio Hotspot Powered Speaker	50.00
		Dynamic Processing Rack	100.00

SMALL VENUE SOUND SYSTEMS

Mackie Powered 6-Channel Mixer	150.00
w/2-EAW Speakers and Stands	
Mackie Powered 8-Channel Mixer	250.00
w/4-EAW Speakers and Stands	

PROCESSING EQUIPMENT

Dual 31 Band, 1/3 Octave Equalizer	50.00
Dual 5 Band, Parametric Equalizer	45.00
Dual Compressor/Limiter	45.00
Presonus 8-Channel Compressor/Limiter	95.00
Audio control Spectrum Analyzer	95.00

MISCELLANEOUS AUDIO EQUIPMENT

Instant Replay 2 Digital Audio Player	100.00
Denon Dual CD Player	75.00
Marantz CD Recorder	95.00
Portable DAT Recorder/Player	95.00
Denon Hard Disk Recorder	95.00
5 Disk CD Player	35.00
Multibox 2 in x 24 out Audio DA	95.00
Multibox 1 in x 16 out Audio/Video DA	95.00
Shure Conference Mic System (controller)	80.00
Shure Conference Mics (per station)	35.00

SELF POWERED SPEAKERS

Sound Projections Powered Speaker	75.00
Sound Projections Unpowered Ext. Speaker	35.00
QSC K-12 Speaker	75.00
JBL PRX 512M Speaker	75.00

LISTENING SYSTEMS

Williams Tour Guide Transmitter	25.00
(Includes Headset Microphone)	
Williams Tour Guide Receiver	15.00
Assistive Listening Transmitter	25.00
(Requires line level input)	
Assistive Listening Receiver	15.00
(All receivers include headphones)	

SPEAKER SUPPORT

Crank Tower 25' x 650 lb Max	150.00
Crank Tower 15' x 200 lb Max	125.00
1/2 Ton Chain Motor	100.00

AUDIO MIXERS (MIC Inputs/Stereo Line Inputs)

Soundcraft Si16 Compact Digital Mixer	225.00
Soundcraft VI1 Digital Audio Mixer	495.00
4/0 Channel Shure Mixer (NO EQ on board)	40.00
8/4 Channel Soundcraft M8 Mixer	75.00
16/2 Channel Soundcraft GB4 Mixer	125.00
28/2 Channel Yamaha GA32/12 Mixer	200.00
40/2 Channel A & H ML-3000	495.00

MICROPHONES AND ACCESSORIES

Shure SM-58/Beta-58 Handheld	25.00
AKG C460B Handheld Condenser	30.00
Shure SM-81	30.00
Earthworks Slim Line Podium Microphone	30.00
Shure SM-57 Handheld	30.00
Shure SM 87/Beta 87A Handheld Condenser	30.00
Shure MX 202 Choir Condenser	30.00
Shure 4-Piece Drum Kit	100.00
Shure MX 393C Boundary Condenser	30.00
Direct Box	10.00
Mic Floor Stand	10.00
Mic Desk Stand	5.00

WIRELESS MICROPHONE SYSTEMS

UHF Shure UC Wireless System	125.00
Shure iE6 Earset Mic	25.00

INTERCOMS

Eartec Comstar Wireless Intercom Base	150.00
Eartec Comstar Wireless Beltpack/Headset	95.00
ClearCom Base w/ 2-positions	65.00
Additional Position (each)	20.00
Two way Radios (pair)	40.00

TELECONFERENCING EQUIPMENT

Clear One Audio Teleconference Codec	195.00
Shure Table Top Teleconference	100.00

***Requires ANALOG Telephone line.**

SNAKES

40 x 16 300'	150.00
16 x 8 333' Digital Snake	100.00
24 X 8 200'	75.00
16 X 4 150'	45.00

MUSIC PLAYBACK

I-Pad Mini w/Music Library	95.00
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LIGHTING, LECTERNS AND POWER

SMALL TREE BASED SYSTEMS

8 Light Package: w/ 8 S4's, trees, dimmers and board	395.00
6 Light Package: w/ 6 S4's, trees, dimmers and board	345.00
4 Light Package: w/ 4 S4's, trees, dimmers and board	295.00
2 Light Package: w/ 2 S4's, trees, dimmers and board	225.00
1800 watt Video Light Kit	65.00

Specialty and Moving Lights

Elation 700 Power Spot Moving Head Light	250.00
Elation 575 Power Spot Moving Head Light	195.00
ChromaQ Color Force 72	395.00
ChromaQ Color Force 48	295.00
ChromaQ Color Force 12	95.00
Cue Pix Blinder 100W	95.00
Elation E-PAR Color Changer	60.00
Elation Event Panel LED w/battery pack	95.00
Times Square W150 150w Flood Light	25.00
Leprecon LPC-48B Lighting Console	450.00
ETC Smartfade 1296	95.00
12 channel 2 scene preset Light Board	45.00
Light Jockey Control Software w/Laptop	300.00
ETC Source4 19, 26, 36, or 50 degree spotlight	\$40.00
ETC Source 4 lens only	\$15.00
ETC Source 4 PAR	\$25.00

BUBBLE AND FOG MACHINES

Antari B200 Bubble Machine (Does not include fluid)	35.00
Bubble Fluid (per gallon, 1-hour of straight use)	20.00
Antari X-310ii Fazer (Does not include fluid)	50.00
X-Fog Pro 1 Solution (per gallon, 1-hour of straight use)	30.00

LECTERNS

Deluxe Executive Lectern	150.00
Executive Lectern	125.00
Standard Floor Lectern	45.00
Standard Floor Lectern w/Sound and Mic	100.00
Clear Plexiglass Lectern	95.00

RIGGING EQUIPMENT

1/2 Ton Chain Motor	100.00
1 Ton Chain Falls 20'	35.00
Block and Fall 4 to 1 Lift Ratio	50.00

LED LIGHT STRIPS

Chroma-Q Color Force 72" LED Light Strip	395.00
Chroma-Q Color Force 48" LED Light Strip	295.00
Chroma-Q Color Force 12" LED Light Strip	95.00

Par 48 Chrome w/Base, 200 Watt	15.00
Par 56 Chrome w/Base, 300 Watt	15.00
Par 64 Par Can, 500 or 1000 watt	20.00
Rope Light (price per foot)	1.25
21" Disco Ball With Motor	25.00
12" x 12" Light Duty Box Truss (Per Foot)	4.00
12" x 12" Standard/Lighting Box Truss (Per Ft)	5.00
6 Way Truss Corner	15.00
Truss Floor Base 24" or 36"	10.00
12' Ultimate Crank Light Tree	30.00
Crank Tower 25' Max Height, 650 Max Weight	125.00
Crank Tower 16' Max Height, 200 Max Weight	95.00
360 watt Rolling Followspot	75.00
4 x 600 Watt DMX Dimmer Pack	30.00

CARTS, STANDS AND TABLES

Projection Cart w/drape	15.00
Projection Scaffold Per 6' Section	50.00

EASELS

Optivox or Draper Easel w/pad	20.00
Optivox or Draper Easel w/out pad	10.00
Optivox or Draper Easel w/Sticky Pad	35.00
DaLite Picture Easels (Gold)	10.00

DRY MARKER BOARDS

4' X 6' Dry Marker Board	75.00
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POWER DISTRIBUTION

300 AMP Single Phase Power Distro	195.00
100 AMP Three Phase Power Distro	95.00

FURNITURE AND DECOR

FURNITURE

Low Back Executive Leather Chairs	39.00
Mid Back Executive Leather Chairs	59.00
Non Rolling Leather Arm Chairs	39.00
High Boy Cocktail Tables	35.00
End Tables	30.00
Coffee Tables	45.00
Leather Sofa's	195.00
Folding Chairs	5.00
8' Table	10.00
Black Director Chair	35.00
Black Retractable Stanchions	9.00
Black Velvet Fixed Stanchions	11.00
Bar Stools	45.00
Water Table	40.00

Awards Décor

Red Carpet Runner 3' x 50'	125.00
Gold Man Statue (Oscar Award Style)	175.00

BACKDROPS

Pinda 4' x 4' Spandex Display Panels (Each)	150.00
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Modular Backdrop (Includes Hardware)

3' x 3' Panel	40.00
2' x 3' Panel	35.00
1.5' x 3' Panel	30.00
1' x 3' Panel	25.00
1.5' x 2' Panel	20.00
1' x 2' Panel	15.00

Curved Panels

3' Corner Panel	75.00
2' Corner Panel	65.00
1.5' Corner Panel	55.00
1' Corner Panel	45.00

STAGING

4' x 8' Section w/Legs and Skirt	100.00
Elation LED Dance Floor (per section)	150.00
Carpet Covering for Stage	95.00

Standard operating hours are 7:00am to 5:00pm, Monday through Friday.
An Admin fee of 2.5% on equipment and labor will be added to each order to cover office related costs.

Standard labor is charged at a rate of \$60 per hour for setup and takedown.
Standard operator charge is \$60 per hour per person. The event director, video director and audio director charge is \$60 per hour per person. Overtime and weekends are charged at \$90 per hour per person. Holidays are charged at double time. Labor rates are based on four hours minimum charge for setup and operation. Local delivery is charged at \$50 per trip for standard van loads. Large truck loads are charged at \$75 per trip.
Local delivery starts at 7:30am and ends at 4:30pm. Additional charges may apply for deliveries needed before 7:30 or after 4:30.

Please note, due to constantly developing technologies, Code 3 AV acquires new equipment on a regular basis. This list may not contain all equipment in our inventory. Please call if you do not see an item that you need.

INSURANCE FOR FULL REPLACEMENT VALUE IS THE RESPONSIBILITY OF THE CUSTOMER.
PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE

The cost of rental equipment and services provided is payable to Code 3 AV. Rental equipment charges are due upon receipt of equipment unless a credit account has been established. For your convenience, we accept Visa, American Express and MasterCard. To open an account, establishment of credit will be required by completing a Code 3 credit application. This application will be sent only upon request. Payment in full is due upon receipt of invoice. A late payment charge of 1 1/2% per month (18% per annum) will be added to balances unpaid thirty (30) days after invoice date.



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

Code 3 AV, Inc.
Name of Firm
Signature/Title
11/10/16
Date

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:

Code 3 AV Incorporated

PO Box 2666

Midlothian, VA Zip Code 23113

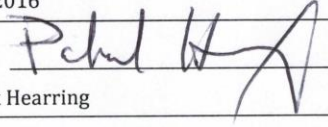
E-Mail Address: phearing@code3av.com

Telephone: (804) 223-2990

Toll free, if available

DUNS NO.: 07-8749824

Date: November 10, 2016

By (Signature In Ink): 

Name Typed: Patrick Herring

Title: President

Fax Number: (804) 223-2999

Toll free, if available

FEI/FIN NO.: 46-1589652

REGISTERED WITH eVA: (X) YES () NO

VIRGINIA DSBSD CERTIFIED: () YES () NO

DSBSD CERTIFICATION #:

SMALL BUSINESS: (X) YES () NO

MINORITY-OWNED: () YES () NO

WOMEN-OWNED: () YES () NO

THIS SOLICITATION CONTAINS 29 PAGES.

APPENDIX II INVOICING AND PAYMENT

Invoicing:

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

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

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

Payment:

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

Payment Methods

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

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

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

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

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

Contractor must indicate the method of payment selected:

☐ Commercial Card Payment (Wells Fargo VISA)
☒ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

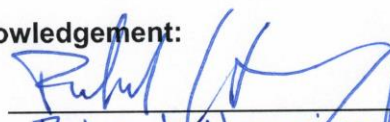
Signature:

Name Printed:

Title:

Name of Firm:

Date:


Patrick Herring
President
Code 3 AV Inc
11/10/2016

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:

Title:

Mailing address:

Email address:

Phone number:

Fax number:

Ann Burdick
Office Manager
PO Box 2666
Midlothian VA 23113
ABURDICK@CODE3AV.com
804.223.2990
804.223.2999



January 17, 2017

Jackie Colbert
Category Manager and Contracting Officer
Procurement Services
Virginia Commonwealth University
912 West Grace Street, 5th floor
P.O. Box 980327
Richmond, VA 23298-0327

RE: RFP #7058821JC
Negotiation Questions

Following are the responses offered by Code 3 AV Inc. to the Negotiation Questions for RFP #7058821JC.

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

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

Yes ✓ No

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

Yes ✓ No

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 1, 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.

Correct. Throughout the current contract period, Code 3 AV has tracked equipment volume trends as well as freight and travel costs to calculate more accurate discount rates. In thirteen cases, we were able to offer more favorable discounts to the VASCUPP contract; however, in several instances this data has necessitated a reduction. The discount proposed is the minimum discount offered by Code 3 AV. As demonstrated over the five years of the current contract, each time order quantity or vendor pricing allows, Code 3 AV voluntarily offers deeper discounts. Revised pricing / discount schedule attached.



- 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?

Yes, Code 3 AV has offered the most favorable pricing to VASCUPP. A Revised Pricing / Discount Schedule is attached. Additionally, as stated in Question 4.a above, Code 3 AV adjusts to deeper discounts as quantity and/or vendor pricing allows.

- 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.

Code 3 AV Inc. has re-evaluated and revised the Pricing / Discount Schedule to offer deeper discounts where possible given current vendor pricing. Utilizing actual data gathered during the life of the current VASCUPP contract, the attached Pricing / Discount Schedule reflects an overall deeper discount.

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.

Code 3 AV Inc. will accept the terms and conditions of the RFP for the contract and each project, and acknowledge that the terms and conditions of the RFP will supersede Code 3 AV Inc. standard terms and conditions.

Thank you in advance for your consideration. If you should require additional information, please do not hesitate to contact me.

Sincerely,

Patrick Herring
President
Code 3 AV Inc.
pherring@code3av.com