



VCU Procurement Services

Date: September 23, 2021

Lisa Gonzales
Human Circuit
9346 Gaither Road
Gaithersburg, MD 20877

RE: Contract #: 7058821-10JC
Extension of Contract

Procurement Services
University Purchasing

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

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

Dear Lisa Gonzales,

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 #: : 7058821-10JC

RESPONSE:

Human Circuit

Name of Firm



Signature

Bruce Kaufmann

Name Printed

President & CEO

Title

09/23/2021

Date



VCU

Procurement Services

January 25, 2021

Lisa Gonzales
7346 Gaither Road
Gaithersburg, MD 20877

RE: Contract #: 7058821-10JC
Renewal No. Four of Four (Final)

Procurement Services
University Purchasing

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

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

Dear Lisa,

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 #: 7058821-10JC;

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 #: : 7058821-10JC

RESPONSE:

Human Circuit

Name of Firm

Bruce Kaufmann

Signature

Bruce Kaufmann

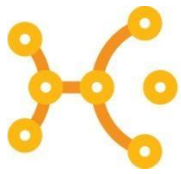
Name Printed

President & CEO

Title

2/16/2021

Date



HUMAN CIRCUIT

Categories, Product Lines, and Associated Discounts

Broadcast Television Equipment

Audio

Dolby	8%
Sennheiser	10%
Wheatstone	5%
Wohler	10%
SSL	5%

Cameras, Camcorders, VTRs

Hitachi	13%
Ikegami	16%
JVC	15%
Panasonic	15%
Sony	5%
Black Magic	10%

Character Generation

Imagine	13%
Ross	10%

Editing

AJA	10%
Apple	5%
Gallery	5%
Editshare	5%
SNS	5%
CatDV	5%

Lenses

Fujinon	15%
Canon	10%

Monitoring

Ikegami	15%
JVC	15%
Marshall	15%
Panasonic	15%
Sony	5%
TVLogic/Postium	5%
Wohler	15%

PERCENTAGE / PRICING CHANGES

DELETED FROM CONTRACT

NEW TO CONTRACT

Categories, Product Lines, and Associated Discounts– cont'd

Racks

Middle Atlantic	15%
SKB	5%
Winsted	17%

Routing

Evertz	10%
Intelix	10%
Imagine	15%
Nevion	10%
Pesa	5%
Snell	14%
ThinkLogical	5%
Black Magic	10%
Ross Video	10%

Servers & Storage

360 Systems	7%
Apple	5%
Elemental	5%
Imagine	15%
Harmonic	15%
Editshare	5%
SNS	5%
Tightrope	5%

Support

Anton Bauer	15%
Miller	5%
Petrol	10%
Sachtler	5%
Vinten	5%
Manfrotto	5%

Switching

For-A	10%
Intelix	10%
Ross	13%
Sony	5%
Black Magic	10%
Panasonic	15%
SAM	10%

Teleprompting

Autoscript	5%
Cuescript	15%

Categories, Product Lines, and Associated Discounts – cont'd

Terminal Equipment

ADC	11%
Cobalt	10%
Evertz	10%
Imagine	15%
Nevion	10%
Ross	13%
SAM	10%
Black Magic	10%
Bitree	10%

Test & Measurement

Evertz	10%
Imagine	15%
Leader	5%
Wilson Elec. (cell boost)	10%

Multimedia Presentation Equipment

Audio

AKG	20%
Audio Technica	15%
Biamp	13%
BSS Audio	10%
Clear-com	15%
ClearOne	20%
Crown	20%
Earthworks	10%
Electrovoice	20%
For the Record (FTR)	5%
JBL	20%
KSI	20%
Mackie	15%
Polycom	15%
QSC	17%
Riedel	10%
Samson	15%
Sennheiser	12%
Shure	20%
Sony	5%
Symetrix	15%
Tannoy	15%
Telex	10%
Telos	5%
TOA	15%

Categories, Product Lines, and Associated Discounts – cont'd

Control Systems

AMX	27%
Crestron	27%
Aurora Multimedia	15%
Extron	15%
Mersive	15%
Kramer	15%
Clary	15%

Displays

Christie	10%
NEC	20%
Panasonic	15%
Planar	15%
Samsung	15%
Sharp	13%
Sony	5%

Document Cameras

Samsung	20%
Vaddio	12%
Wolfvision	15%

DVD & DVR

Denon Marantz	15%
For the Record (FTR)	5%
JVC	15%
Sony	5%
Tascam	15%

Interactive White Board

Boeckeler Instruments	10%
Hitachi	15%
Panasonic	15%
Samsung	15%
Clary	15%

Pan/Tilt/Zoom Cameras

Fujinon	15%
Hitachi	12%
Panasonic	12%
Vaddio	12%
Axis	15%

Categories, Product Lines, and Associated Discounts – cont'd

Projectors

Christie	10%
Digital Projection	15%
NEC	15%
Sharp	20%
Sony	5%
Barco	15%

Screens

Chief	20%
Da-Lite	20%
Draper	22%
Stewart	20%

Switching/Routing/Distribution

Analog Way	10%
AMX	20%
Extron	23%
Intelix	10%
Kramer	15%
Magenta Research	15%
Pesa	5%
RGB Spectrum	10%
Nevion	10%
Evertz	10%
Imagine	15%
ThinkLogical	5%
IHSE	10%
Black Magic	10%

Multimedia Development Equipment

Computer Peripherals

APC	5%
Cache-A	5%
Cat DV	5%
Cisco	10%
Digital Rapids	5%
Furman	20%
Raritan	10%
Viewcast	5%
Promise	10%
Quantum	10%
Symply	10%
Spectra Logic	10%

Categories, Product Lines, and Associated Discounts – cont'd

Digital Signage

Imagine	15%
Sony	5%
AMX	27%
Visix	10%
Spinetix	10%

DVD Authoring

Adobe	5%
Apple	5%

PC/MAC Hardware

Apple	5%
Dell	5%
Hewlett Packard	5%

Software

Adobe	5%
Apple	5%
Autodesk	10%
For the Record	5%

Satellite Transmitting and Receiving Equipment

LiveU	5%
Mobile Viewpoint	5%

Teleconferencing and Communications Equipment

Codecs & Systems

Polycom	15%
Sony	5%
Cisco	12%

Computer Presentation Equipment

Control Systems

Altinex	15%
AMX	27%
Crestron	27%
Extron	15%
Aurora Multimedia	15%

Categories, Product Lines, and Associated Discounts – cont'd

Displays

Christie	10%
NEC	20%
Panasonic	20%
Planar	15%
Samsung	15%
Sharp	13%
Sony	5%

DVD & DVR

Denon Marantz	15%
For the Record (FTR)	5%
JVC	15%
Pioneer	20%
Sony	5%

Interactive White Board

Boeckeler Instruments	10%
Hitachi	15%
Panasonic	15%
Samsung	15%

Projectors

Christie	10%
Digital Projection	15%
NEC	15%
Sharp	20%
Sony	5%
Barco	15%

Screens

Chief	20%
Da-Lite	20%
Draper	22%
Stewart	20%

Streaming & Encoding

Imagine	12%
HaiVision	10%
VBrick	17%
Elemental	5%
Extron	15%
For the Record (FTR)	5%
AWS Elemental	5%
AJA	10%

Categories, Product Lines, and Associated Discounts – cont'd

Switching/Routing/Distribution

Altinex	10%
Analog Way	10%
Autopatch	20%
Extron	23%
Intelix	10%
Pesa	5%
AMX	27%
Crestron	27%

Broadband Distribution Equipment

Blonder Tongue	10%
Microwave Radio	10%
RF Extreme	5%
Toner	10%
ZVee	10%

Multimedia Furniture

Bretford	15%
Custom Display	15%
Interpretive Woodworking	17%
Luxor	10%
Marshall	15%
Middle Atlantic	15%
RP Visual	15%
SKB	5%
Winsted	17%

Intercom

GreenGo Digital	10%
ClearCom	5%

Video Walls

Barco	10%
Liantronics	10%

Professional Services

Service

VASCUPP Sell Price

Reflected Discount Percentage

Engineering	\$172.36	10%
Subject Matter Expert	\$258.53	10%
Project Supervisor	\$ 94.93	10%
Integration	\$ 82.49	10%
Project Management	\$131.80	10%
Programming	\$127.19	10%
Training	\$1,566.88/day	10%
Administrative Services	\$ 46.90	10%

(After Hours Engineering

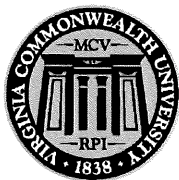
2-hour minimum portal to portal) \$258.53

*The number of hours required for After Warranty Period System Maintenance Contracts are determined priced based on individual system composition. A VASCUPP member would call Human Circuit for a quotation as needed

PERCENTAGE / PRICING CHANGES

DELETED FROM CONTRACT

NEW TO CONTRACT



VCU Procurement Services

January 23, 2020

Lisa Gonzales
Human Circuit
9346 Gaither Road
Gaithersburg, MD 20877

RE: Contract #: 7058821-10JC
Renewal No. Three of Four (4)

Procurement Services
University Purchasing

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

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

Dear Lisa,

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 #: 7058821-10JC;

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 #: 7058821-10JC

RESPONSE:

Human Circuit
Name of Firm

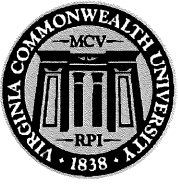
Signature

A handwritten signature in black ink, appearing to read 'Bruce Kaufmann', written over a horizontal line.

Bruce Kaufmann
Name Printed

President & CEO
Title

February 18, 2020
Date



VCU Procurement Services

Date: January 4, 2019

Human Circuit
7346 Gaither Rd
Gaithersburg, MD 20877

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

Dear Lisa Gonzales:

The VASCUPP cooperative contract # 7058821-10JC 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

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

RESPONSE:

Contract #: 7058821

Human Circuit

Name of Firm

Signature

Bruce Kaufmann

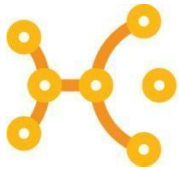
Name Printed

President & CEO

Title

1.16.19

Date



HUMAN CIRCUIT

Category Product Line and Allocate Budget

Broadcast Television Equipment

Audio

Dolby	8%
Sennheiser	10%
Wheatstone	5%
Wohler	10%
SSL	5%

Cameras, Camcorders, VTRs

Hitachi	13%
Ikegami	16%
JVC	15%
Panasonic	15%
Sony	8%
Black Magic	10%

Character Generation

Imagine	13%
Ross	10%

Editing

AJA	12%
Apple	5%
Gallery	5%
Editshare	5%
SNS	5%
CatDV	5%

Lenses

Fujinon	15%
---------	-----

Monitoring

Ikegami	15%
JVC	15%
Marshall	15%
Panasonic	15%
Sony	15%
TVLogic/Postium	5%
Wohler	15%

CONTRACT AWARD DATE: 3.1.17 – 2.28.19 CONTRACT# 7058821-10JC

Category Product Line and Allocate D count – cont'd

Racks

ddle Atlantic M	15%
SKB	5%
Winsted	17%

Routing

Evertz	10%
Intelix	10%
Imagine	15%
Nevion	10%
Pesa	15%
Snell M	14%
ThinkLogical	5%
Black gic a	10%

Servers & Storage

360 System M	7%
Apple	5%
Elemental M	5%
Imagine	15%
Harmonic	15%
Editshare	5%
SNS	5%
Tightrope M	5%

Support

Anton Bauer	15%
ller i M	15%
Petrol M	10%
Sachtler MM	15%
Vinten	17%

Switching M

For-A	10%
Intelix M	10%
Ross	13%
Sony	5%
Black gic a M M	10%
Panasonic M	15%
SA	10%

Teleprompting

Autoscript	15%
Cuescript	15% M

Category Product Line and Allocate Demand count – cont'd

Terminal Equipment

ADC	n	n	11%
Cobalt	n		10%
Evertz			10%
Imagine	nn		15%
Nevion	n		10%
Ross	n	n	13%
SAM			10%
Black Magic		n	10%

Test & Measurement

Evertz			10%
Imagine	n		15%
Leader	n	n	5%
Wilson Elec. (cell boost)			10%

Multimedia Representation Equipment

Audio

AKG	n		20%
Audio Technica			15%
Biamp			13%
BSS Audio	n		10%
Clear-com		n	15%
ClearOne			20%
Crown		n	20%
Earthworks	nn		10%
Electrovoice			20%
For the Record (FTR)			5%
JBL			20%
KSI	n		20%
Mackie	nn		15%
Polycom	n		15%
QSC	n	n	17%
Riedel	n		10%
Samson			15%
Sennheiser		n	12%
Shure			20%
Sony			20%
Symetrix		n	15%
Tannoy			15%
Telex			10%
Telos			5%
TOA	n	n	15%

Category Product Line and Allocate Budget count – cont'd /

Control Systems

AMX			27%
Crestron			27%
Aurora Multimedia			15%
Extron			15%
Mersive /			15%
Kramer /	/		15%
Clary /			15%

Displays

Christie			10%
NEC			20%
Panasonic / /			15%
Planar			15%
Samsung /	/		15%
Sharp			13%
Sony			20%

Document Cameras

Samsung			20%
Vaddio	/		12%
Wolfvision /	/		15%

DVD & DVR

Denon Marantz			15%
For the Record (FTR)			5%
JVC			15%
Sony			15%
Tascam /	/		15%

Interactive White Board

Boeckeler Instruments			10%
Hitachi			15%
Panasonic			15%
Samsung			15%
/ Clary	/		15%

Pan/Tilt/Zoom Cameras

Fujinon			15%
Hitachi			12%
/ Panasonic			12%
/ Vaddio			12%
Axis /	/		15%

Category Product Line Allocation Budget Count – cont'd

Projectors

	Christie				10%	
	Digital Projection				15%	
c	NEC				15%	
	Sharp				20%	
	Sony				22%	
c	Barco	c	c	c	15%	c

Screeners

	Chief				20%	
	Da-Lite				20%	
	Draper				22%	
c	Stewart				20%	

Switching/Router/Distribution

	Analog Way	c			10%	
	AMX				20%	
	Extron	c	c		23%	
	Intelix	c		c	10%	
	Kramer				15%	
	Magenta Research				15%	
	Pesa				15%	
	RGB Spectrum	c			10%	
	Nevion	c	c		10%	
	Evertz		c		10%	
	Imagine				15%	
	ThinkLogical	c			5%	
	IHSE				10%	
	Black Magic		c		10%	

Multimedia Development Equipment

Computer Peripherals

	APC				5%	
	Cache-A				5%	
	Cat DV	c		c	5%	
	Cisco		c		10%	
	Digital Rapids		c		5%	
	Furman		c		20%	
	Raritancc				10%	
	Viewcast	c		c	5%	
	Promise				10%	
	Quantum				10%	
	Symple				10%	
	Spectra Logic		c		10%	c

Category Product Line and Allocate D count – cont'd

Digital Signage / /

Image	15%
Sony /	5%
AMX	27%
Vix	10%
Spinetix /	10%

DVD Authoring

Aobe /	10%
Apple /	10%

PC/MAC Hardware

Apple	5%
Dell	5%
Hewlett Packard / / /	5%

Software

Aobe	10%
Apple	10%
Autodesk	10%
For the Recorder / /	5%

Satellite Transmitting and Receiving Equipment /

Level	5%
/ Mobile Viewpoint	5%

Teleconferencing and Communications Equipment

Codecs & Systems

Polycom	15%
Sony	12%
/ Cisco	12%

Computer Presentation Equipment

Control Systems

Altrex /	15%
AMX /	27%
Cretron / /	27%
Extron	15%
Aurora Multimedia /	15%

Category Product Line Allocate Budget – cont'd

Displays

Christie			10%
NEC			20%
Panasonic	a	a	20%
Planar			15%
Samsung			15%
Sharp			13%
Sony	a		20%

DVD & DVR

Denon Marantz			15%
For the Record (FTR)	5%	a	a
JVC			15%
Pioneer			20%
Sony			15%

Interactive White Board

Boeckeler Instruments			10%
Hitachi			15%
Panasonic	a	a	15%
Samsung		a	15%

Projectors

Christie			10%
Digital Projection			15%
NEC			15%
Sharp	a		20%
Sony	a		22%
Barco	a		15%

Screens

Chief			20%
Da-Lite	a		20%
Draper	a		22%
Stewart			20% a

Streaming & Encoding

Imagine			12%
HaiVision	a	a	10%
VBrick			17%
Elemental	a		5%
Extron			15%
For the Record (FTR)	5%	a	a

Category Product Line and Allocate Budget – cont'd

Switching/Router/Distribution

Altinex		10%
Analog Way	h	10%
Autopatch	h	20%
Extron	h	23%
Intelix	h	10%
Pesa		15%
AMX	h	27%
Crestron		27%

Broadband Distribution Equipment

Blonder Tongue		10%
Microwave Radio	h	10%
RF Extreme		5%
Toner		10%
ZVee	h	10%

Multiple Furniture

Bretford		15%
Custom Display		15%
Interpretive Woodworking	h	17%
Luxor		10%
Marshall		15%
Middle Atlantic	h h	15%
RP Visual	h	15%
SKB		5%
Winsted	h	17%
		h

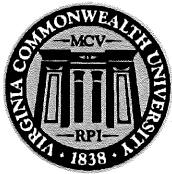
h

Professional Services

Service R

	<u>VASCUPP Sell Price</u>	<u>Reflected Discount Percentage</u>
Engineering R	\$ 171.50	10%
Subject Matter Expert R	\$ 257.25	10%
Project Supervisor R	\$ 94.46	10%
Integration R R R	\$ 82.08 R R	10%
Project Management R R	\$ 131.15	10%
Programming R	\$ 126.56	10%
Training	\$ 1559.07/day	10%
Administrative Services	\$ 45.86	10%
(After Hours Engineering 2-hour minimum portal to portal)	\$ 257.25	

*The number of hours required for After Warranty Period System Maintenance Contracts are determined priced based on individual system composition. A VASCUPP member would call Human R Circuit for a quotation as needed



VCU Procurement Services

Date: February 7, 2018

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

Procurement Services
University Purchasing

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

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

Good Afternoon,

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

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

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

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

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

Sincerely,

Amy Anthes
Senior Buyer

Contract #: :
(please
provide
complete
contract
number)

7058821-10JC

RESPONSE:

Human Circuit

Name of Firm

Signature



Bruce Kaufmann

Name Printed

President & CEO

Title

February 12, 2018

Date



VCU

Make it real

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7058821-10JC

This contract entered into by Human Circuit, 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 October 17, 2016; and
- (4) The Negotiated Modification dated January 12, 2017.

All of which documents are incorporated herein by reference.

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

CONTRACTOR:

Human Circuit

By: 

Name Printed: Bruce Kaufmann

Title: President & CEO

Date: February 21, 2017

PURCHASING AGENCY:

Virginia Commonwealth University

By: 

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.

TABLE OF CONTENTS

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

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 re-certification impact our evaluation?

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

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

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

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

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

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

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

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

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

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

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.

Human Circuit
Response to RFP#7058821JC

October 17, 2016

Virginia Commonwealth University
Attention: Jackie Colbert
10 S. 6th Street, 2nd Floor
POB 980616
Richmond, Virginia 23298-0616

Dear Ms. Colbert,

Human Circuit, Inc. is pleased to provide this response to RFP#7058821JC

For many years Human Circuit (HC) has enjoyed our relationship with VCU and the other fine VASCUPP Universities and Colleges in Virginia. Human Circuit has made significant efforts to bring high value-low cost equipment and services to those institutions. We look forward to continuing our relationship with those institutions and providing Audio-Visual, Multimedia, and Broadcast Products and Integration services in the future.

The intent of this Proposal is to provide to the Commonwealth of Virginia institutions of higher education a multiple term contract that will provide to those institutions a full service qualified source, capable of providing a broad range of products, services and maintenance.

It is clearly understood that this is a non-mandatory contract and that it represents no purchase commitment from VCU or the other VASCUPP member schools.

Respectfully,



Bruce Kaufmann,
President & CEO
Human Circuit, Inc.
9346 Gaither Road
Gaithersburg, Maryland 20877

Corporate contact:	Bruce Kaufmann	240-864-4058
Customer Service & Support contact:	Lisa Gonzales	240-864-4008
Financial contact:	Yune Graham	240-864-4051
Integration & Engineering contact:	Jim Hatcher	240-864-4041
Service contact:	Lionel Campoz	240-864-4028

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:

Human Circuit

9346 Gaither Road

Gaithersburg, MD Zip Code 20877


E-Mail Address: bkaufmann@humancircuit.com

Telephone: (240) 864-4058

Toll free, if available

DUNS NO.: 046042685

Date: October 17, 2016

By (Signature In Ink): 

Name Typed: Bruce Kaufmann

Title: President & CEO

Fax Number: (240) 864-0013

Toll free, if available

FEI/FIN NO.: 520847274

REGISTERED WITH eVA: (X) YES () NO

VIRGINIA DSBSD CERTIFIED: () YES (X) NO

DSBSD CERTIFICATION #:

SMALL BUSINESS: (X) YES () NO

MINORITY-OWNED: () YES (X) NO

WOMEN-OWNED: () YES (X) NO

THIS SOLICITATION CONTAINS 29 PAGES.

Human Circuit
Response to RFP#7058821JC

Table of Contents

<u>Section</u>	<u>Page</u>
Cover Letter	1
Completed RFP Cover sheet	
I. Purpose	3
II. Governing Rules	3
III. Background	3
IV. Offeror Information Requests	3
V. Statement of Needs	4
A. Goods	5
2. Broadcast Television Equipment	
Multimedia Presentation Equipment	
Multimedia Development Equipment	
Satellite Transmitting and Receiving Equipment	
Teleconferencing and Communications Equipment	
Computer Presentation Equipment -Streaming Webcasting	
Broadband Distribution Equipment	
Multimedia Furniture	
3. Proposed Pricing Structure	14
4. Contractor's License Class A	16
7. Rental Products	17
B. Human Circuit Approach to Integration	18
C. Warranty and Maintenance	23
D. Additional Services	26
E. (1)Order Placement & (2)Purchase Acceptance	27
F. Procurement Requirements	27
VI. Proposal Preparation and Submission Instructions	28
7. Qualification Data	28
a. Human Circuit Experience	28
b. Human Circuit Technicians – Certifications	29
c. Human Circuit POC	29
VII. Pricing Schedule – Hypothetical Pricing Schedule Form	30
A. Equipment and Furniture	30
B. Services	30
C. Rental Equipment	30
VIII. Evaluation and Award Criteria	
IX. Reporting and Delivery Instructions	
X. General Terms and Conditions	31
XI. Special Terms and Conditions	31
XII. Attachments – Appendix I & II	31

Human Circuit
Response to RFP#7058821JC

I. Purpose

Human Circuit has read and shall comply with the information provided in Section I of this solicitation.

II. Governing Rules

Human Circuit has read and shall comply with the information provided in Section II of this solicitation.

III. Background

Human Circuit has read and shall comply with the information provided in Section III of this solicitation.

IV. Offeror Information Requests

Human Circuit has no questions pertaining to this solicitation at this time.

Human Circuit
Response to RFP#7058821JC

V. Statement of Needs

Human Circuit's Approach to RFPs Statement of Needs

Human Circuit Inc. will provide audio visual, multi-media, and related products, services and maintenance as outlined in this proposal for the Commonwealth of Virginia schools of higher learning that participate in the VASCUPP, as well as all other eligible contract participants as noted in the RFP. Human Circuit will provide access to a wide variety of audio-visual, multi-media, and broadcast products and systems and all related services available through this contract.

As put forth in this solicitation and provided under subsection A. 2—Goods, Human Circuit is offering to all participants a deep cross-section of the major equipment manufacturers and vendors we represent. We feel this list is a good sample of our full line of products and services and represents both high quality and excellent value.

Should a participant require any product and/or service that is available through our resources, Human Circuit will provide a discount for that product and/or service with the same ratio of discount that is applied to a similar product and/or service that is already provided for within this contract. We anticipate incorporating these products and services and any other future requirements into the Contractor product/service mix if a contract is ultimately awarded.

The understanding of the additional requirements and specifications of RFP#7058821JC will be addressed in the narrative and tables on the following pages.

Human Circuit shall comply with the mandatory requirements as presented in Section V

Listed on pages 5-13 reflects of our offering and associated discounts.

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs- Goods 2.Categories, Product Lines, and Associated Discounts

Broadcast Television Equipment

Audio

Dolby	8%
Sennheiser	10%
Wheatstone	5%
Wohler	10%
SSL	5%

Cameras, Camcorders, VTRs

Hitachi	13%
Ikegami	16%
JVC	15%
Panasonic	15%
Sony	8%
Black Magic	10%

Character Generation

Imagine	13%
Ross	10%

Editing

AJA	12%
Apple	5%
Gallery	5%

Lenses

Fujinon	15%
---------	-----

Monitoring

Ikegami	15%
JVC	15%
Marshall	15%
Panasonic	15%
Sony	15%
TVLogic/Postium	5%
Wohler	15%

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs- Goods 2. Categories, Product Lines, and Associated Discounts – cont'd

Racks

Middle Atlantic	15%
SKB	5%
Winsted	17%

Routing

Evertz	10%
Intelix	10%
Imagine	15%
Nevion	10%
Pesa	15%
Snell	14%
ThinkLogical	5%
Black Magic	10%

Servers & Storage

360 Systems	7%
Apple	5%
Elemental	5%
Imagine	15%
Harmonic	15%

Support

Anton Bauer	15%
Miller	15%
Petrol	10%
Sachtler	15%
Vinten	17%

Switching

For-A	10%
Intelix	10%
Ross	13%
Sony	5%
Black Magic	10%
Panasonic	15%
SAM	10%

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs- Goods 2. Categories, Product Lines, and Associated Discounts – cont'd

Teleprompting

Autoscript	15%
Cuescript	15%

Terminal Equipment

ADC	11%
Cobalt	10%

Evertz	10%
Imagine	15%
Nevion	10%
Ross	13%
SAM	10%
Black Magic	10%

Test & Measurement

Evertz	10%
Imagine	15%
Leader	5%
Wilson Elec. (cell boost)	10%

Multimedia Presentation Equipment

Audio

AKG	20%
Audio Technica	15%
Biamp	13%
BSS Audio	10%
Clear-com	15%
ClearOne	20%
Crown	20%
Earthworks	10%
Electrovoice	20%
For the Record (FTR)	5%
JBL	20%
KSI	20%
Mackie	15%
Polycom	15%
QSC	17%
Riedel	10%
Samson	15%
Sennheiser	12%

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs- Goods 2. Categories, Product Lines, and Associated Discounts – cont'd

Shure	20%
Sony	20%
Symetrix	15%
Tannoy	15%
Telex	10%
Telos	5%
TOA	15%

Control Systems

AMX	27%
Crestron	27%
Aurora Multimedia	15%
Extron	15%
Mersive	15%
Kramer	15%
Clary	15%

Displays

Christie	10%
NEC	20%
Panasonic	15%
Planar	15%
Samsung	15%
Sharp	13%
Sony	20%

Document Cameras

Samsung	20%
Vaddio	12%
Wolfvision	15%

DVD & DVR

Denon Marantz	15%
For the Record (FTR)	5%
JVC	15%
Sony	15%
Tascam	15%

Interactive White Board

Boeckeler Instruments	10%
Hitachi	15%

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs- Goods 2. Categories, Product Lines, and Associated Discounts – cont'd

Panasonic	15%
Samsung	15%
Clary	15%

Pan/Tilt/Zoom Cameras

Fujinon	15%
Hitachi	12%
Panasonic	12%
Vaddio	12%
Axis	15%

Projectors

Christie	10%
Digital Projection	15%
NEC	15%
Sharp	20%
Sony	22%
Barco	15%

Screens

Chief	20%
Da-Lite	20%
Draper	22%
Stewart	20%

Switching/Routing/Distribution

Analog Way	10%
AMX	20%
Extron	23%
Intelix	10%
Kramer	15%
Magenta Research	15%
Pesa	15%
RGB Spectrum	10%
Nevion	10%
Evertz	10%
Imagine	15%
ThinkLogical	5%
IHSE	10%
Black Magic	10%

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs- Goods 2. Categories, Product Lines, and Associated Discounts – cont'd
Multimedia Development Equipment

Computer Peripherals

APC	5%
Cache-A	5%
Cat DV	5%
Cisco	10%
Digital Rapids	5%
Furman	20%
Raritan	10%
Viewcast	5%
Promise	10%
Quantum	10%
Symply	10%
Spectra Logic	10%

Digital Signage

Imagine	15%
Sony	5%
AMX	27%
Visix	10%
Spinetix	10%

DVD Authoring

Adobe	10%
Apple	10%

PC/MAC Hardware

Apple	5%
Dell	5%
Hewlett Packard	5%

Software

Adobe	10%
Apple	10%
Autodesk	10%
For the Record	5%

V.Statement of Needs- Goods 2. Categories, Product Lines, and Associated Discounts – cont'd

Satellite Transmitting and Receiving Equipment

LiveU	5%
Mobile Viewpoint	5%

Teleconferencing and Communications Equipment

Codecs & Systems

Polycom	15%
Sony	12%
Cisco	12%

Computer Presentation Equipment

Control Systems

Altinex	15%
AMX	27%
Crestron	27%
Extron	15%
Aurora Multimedia	15%

Displays

Christie	10%
NEC	20%
Panasonic	20%
Planar	15%
Samsung	15%
Sharp	13%
Sony	20%

DVD & DVR

Denon Marantz	15%
For the Record (FTR)	5%
JVC	15%
Pioneer	20%
Sony	15%

Interactive White Board

Boeckeler Instruments	10%
Hitachi	15%
Panasonic	15%
Samsung	15%

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs- Goods 2. Categories, Product Lines, and Associated Discounts – cont'd

Projectors

Christie	10%
Digital Projection	15%
NEC	15%
Sharp	20%
Sony	22%
Barco	15%

Screens

Chief	20%
Da-Lite	20%
Draper	22%
Stewart	20%

Streaming & Encoding

Imagine	12%
HaiVision	10%
VBrick	17%
Elemental	5%
Extron	15%
For the Record (FTR)	5%

Switching/Routing/Distribution

Altinex	10%
Analog Way	10%
Autopatch	20%
Extron	23%
Intelix	10%
Pesa	15%
AMX	27%
Crestron	27%

Broadband Distribution Equipment

Blonder Tongue	10%
Microwave Radio	10%
RF Extreme	5%
Toner	10%
ZVee	10%

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs- Goods 2. Categories, Product Lines, and Associated Discounts – cont'd

Multimedia Furniture

Bretford	15%
Custom Display	15%
Interpretive Woodworking	17%
Luxor	10%
Marshall	15%
Middle Atlantic	15%
RP Visual	15%
SKB	5%
Winsted	17%

Professional Services

Service

	<u>VASCUPP Sell Price</u>	Reflected Discount Percentage
Engineering	\$ 168.30	10%
Subject Matter Expert	\$ 252.45	10%
Project Supervisor	\$ 92.70	10%
Integration	\$ 80.55	10%
Project Management	\$ 128.70	10%
Programming	\$ 124.20	10%
Training	\$ 1530.00/day	10%
Administrative Services	\$ 45.00	10%
(After Hours Engineering 2-hour minimum portal to portal)	\$ 252.45	

*The number of hours required for After Warranty Period System Maintenance Contracts are determined priced based on individual system composition. A VASCUPP member would call Human Circuit for a quotation as needed

V.Statement of Needs 3. Proposed Pricing Structure

Human Circuit represents and is authorized to sell over 350 lines of equipment. On the pages following the Hypothetical Pricing Schedule a representation of these product lines, by category, is shown. An associated discount from the manufacturer's suggested list price is also shown for each line. This selection encompasses roughly one third of the product lines HC represents and is intended to give the VASCUPP members a sense of not only the depth and breadth of our offering but also the high quality lines HC has been proud to be associated with during our over 50 years in this industry. Since this list by no means represents the entire group of product lines that HC is authorized to sell, HC intends to add lines as necessary throughout the period of the contract.

The hypothetical example should be used in the evaluation of Human Circuit's Proposal to determine the scores under the RFP's price evaluation criterion. As specified, the quantities indicated below are used for evaluation purposes only and shall not be interpreted as actual contract usage. The discounts shown were calculated using the respective manufacturer product line discounts that we have offered per category just following the Hypothetical Pricing Schedule below.

Proposed Pricing for Maintenance, After-Warranty Service, Integration, Implementation and Training

Prices associated with Maintenance and After-warranty Service, Integration and Technical Assistance (Implementation), and Training are determined by the following definitions and policies and are shown as hourly rates in the Hypothetical Pricing Schedule below:

-Depot service is defined as equipment repaired at the Human Circuit Service Center in Gaithersburg, MD.

-Integration and Implementation is defined as incorporating individual equipment items into an existing system. Please note that no consulting, design or project management services are included in this definition. See further detail under Professional Services below.

-Technical assistance is defined as equipment returned to either Human circuit for offsite repair or facilitation of off-site repair in Gaithersburg, Maryland.

-Training is defined as on-site operational training that is scheduled as needed between the hours of 9 AM and 5 PM, Monday through Friday, excluding holidays.

V.Statement of Needs 3. Proposed Pricing Structure (cont'd)

Proposed Pricing for additional Professional Services

Professional On-Site Services

For the purposes of this proposal, HC is defining Professional On-Site Services as follows:

Consultation (Engineering)

System Design (Engineering)



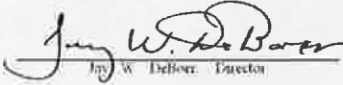
Integration (Integration)

System Service and Maintenance (Field Service-- defined as on-site response at the contract participant's facility[ies].)

The proposed VASCUPP hourly rates for these Professional Services are shown in a table noted as subsection Statement of Needs 2.0.

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs 4. Human Circuit's Class A VA Contractors License

COMMONWEALTH of VIRGINIA		
Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500		
EXPIRES ON 05-31-2017		NUMBER 2701018888
BOARD FOR CONTRACTORS CLASS A CONTRACTOR *CLASSIFICATIONS* ESC		
	HUMAN CIRCUIT INC 9346 GAITHER ROAD GAITHERSBURG, MD 20877	  Jay W. DeBorja, Director
Status can be verified at http://www.dpor.virginia.gov		

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs 7. Rental Equipment

Human Circuit does not have an equipment rental division. However, from time to time items and services may be available for loan at no charge according to client needs and availability.

V.Statement of Needs B. Human Circuit Approach to Integration

As noted above, for the purposes of this response HC is differentiating between what is defined herein as Integration/Implementation Services and Professional Services. Integration and implementation is defined as incorporating individual equipment items into an existing system and shall be performed by Human Circuit Service Division (the hourly rate for this service is noted in the Hypothetical Pricing Schedule on page 9). Professional Services is defined as those services that are performed by Human Circuit Engineering & Integration Departments (the discounts/hourly rates for this complement of services are noted in the table in subsection 2A.9 on page 15). See below for further explanation of Human Circuit Professional Services approach.

HC Implementation process for Professional Services

Human Circuit is qualified to design, engineer and integrate all of the products we are factory authorized to sell and is committed to providing the highest level of Integration Services to our clients. These services include but are not limited to: Consulting, Engineering, Fabrication, Integration, Project Management, Proof of Performance, and Project Acceptance. The following descriptions and statements reflect that commitment across all facets of the design/engineering/integration process.

All equipment and materials shall conform to the design intent of the manufacturer's specifications. HC shall insure integration of these components into the proposed system. All Integration materials shall meet or exceed broadcast standards with respect to cabling, terminations, strain relief, cable labeling, and general wiring practices. References to Fixed Sound Integrations by Giddings; The Television Handbook by Blair; and the Design and Integration of Television Systems by Cecil Smith shall be further guidelines for quality control.

The design/build process is similar to the architect/consultant/AV contractor triangle, except that much duplication of effort and the accompanying expense is eliminated. A typical process overview follows:

Scope Meeting:

- Elicit user input on desired capabilities
- Establish procedures for the project

Human Circuit, Inc. employs a service, beyond traditional integrator design engineering called application engineering, that seeks first to discover the nature of the project. These application engineers are trained in the theory, implementation and operation of the systems that HC develops. Before any equipment is selected, or system is designed, these application engineers develop and implement a discovery process with the client.

The initial Scope meeting with the customer and the Human Circuit Engineering Group will acquaint all of the parties involved, and establish a dialog covering the overall scope of the

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs B. Human Circuit Approach to Integration (cont'd)

requirements. This discussion will develop a basic understanding of the functional requirements and the customer's operational expectations. This discovery process will bring to light any special considerations, construction practices, or labor

requirements that must be addressed, and any impediments or limitations that would restrict the overall design.

Functions to be performed by Human Circuit will include space requirements vs. space available and recommendations of best location if multiple choices are available. Floor plans and elevations will be determined as well as specific equipment positioning and space details. Acoustic criteria, sound treatments and objectives will be determined for proper system operation.

Facility requirements will be reviewed to include framing details for display screens and mounting surfaces or structures for cameras, monitors, projectors, etc. Human Circuit will determine electrical requirements for load distribution, power conditioning or special lighting and help establish a plan for conduit, duct, or tray as needed for equipment interconnection. This would include sizing, termination and routing. HVAC requirements will be reviewed for proper ventilation of proposed system equipment along with noise level.

As needed, HC will also provide support to Construction and/or Facility Managers for the following

- Acoustic recommendations
- Lighting layout and control recommendations
- Empty signal conduit requirements
- Power requirements, indicating locations and loads
- HVAC requirements
- Mounting surfaces/structures details
- Cutouts or basic casework/millwork details

All Human Circuit Engineers are fully experienced and trained in state of art design, technical drawing, and system evaluation and test.

During the Initial Design Phase, the following requirements are reviewed and addressed:

- Interior design requirements
- Preliminary definition of structural requirements
- Preliminary definition of conduit and electrical power requirements
- Preliminary definition of thermal loading for HVAC requirements
- Preliminary equipment list
- Preliminary video, audio and control functional drawings
- Appropriate floor plans and elevations
- Appropriate reflected ceiling plans

V.Statement of Needs B. Human Circuit Approach to Integration (cont'd)

An Initial Design Review Meeting is held to review preliminary drawings and equipment lists, identify desired revisions, and submit documentation for each system.

The system shall be designed to facilitate expansion and servicing using modular, solid-state components. All equipment shall be designed and rated for continuous operation and shall be UL listed, or manufactured to UL standards.

During the Final Design Review meeting, all revisions to preliminary drawings are reviewed and a final equipment list is determined.

Project Management

HC utilizes a single point of contact, HC-employed Project Manager to insure proper Project Management procedures are followed throughout the scope of the client's project. The HC Project Manager works with the client and the HC application and design engineers to fully understand the project's Statement of Work and guarantees that the timely delivery of all equipment and materials is made and that the various project milestones are met. The Project Manager will also coordinate with any subcontractors or parallel trades, such as construction, electrical, HVAC, Telco, etc. Project timelines are maintained by the HC Project Manager with Microsoft Project.

Moreover, HC employs the use of a Project Supervisor who is on-site during the duration of the project and is responsible for the quality control of all on-site tasks. Like the Project Manager, HC Project Supervisors review the Statement of Work and are completely knowledgeable of the scope of the given project. They are also up to date on all industry and professional standards and have been trained on proper Integration techniques.

Integration requirements are determined from the Final Design Documents. HC shall provide all necessary miscellaneous cable, connectors, blank panels, mounting hardware, and other ancillary components to insure a complete and operational system.

Pre-Integration

The following processes are then begun:

- Purchase equipment and materials
- Incoming inspection and staging
- In-house systems assembly and wiring, including shop fabrication required for system sub-assemblies
- In-house systems testing

V.Statement of Needs B. Human Circuit Approach to Integration (cont'd)

The system shall be fully engineered and tested in house prior to shipping to the site. All audio and video signals shall be pre-tested, and the remote control systems shall be pre-programmed to insure a minimal amount of troubleshooting at the site.

On-Site Integration

Human Circuit, Inc. employs a veteran staff of in-house system integrators/ installers. Unlike other companies that contract Integration on a per project basis, HC believes that quality of service is guaranteed by utilizing seasoned installers experienced in the exacting HC engineering standards and practices.

On-site receiving and inspection and trade coordination is performed by on-site Project Management staff that is fully knowledgeable of every facet of the project.

An engineering documentation and internal engineering review shall be completed at the start of onsite Integration to circumvent any possible delays.

On-site assembly, wiring and Integration will then commence and shall adhere to the scheduled time frame.

HC shall furnish all components, racks, wire, cabinetry, connectors, materials, parts, equipment and labor necessary for the complete Integration of the systems, in full accordance with the recommendations of the equipment manufacturers and the requirements of the drawings and specifications.

All audio, video, control, and signal cables shall be provided and installed according to all cabling specifications set forth in the Statement of Work. All cable types, color codes, signal references, and other details shall be strictly adhered to with regards to the Statement of Work. Integration shall follow standard broadcast wiring and Integration practice, and shall meet or exceed industry standards for such work, with particular note given to any Integration instructions in Statement of Work.

Equipment shall be held firmly in place with proper types of mounting hardware. All equipment affixed to the building structure must be self-supporting with a safety factor of at least three. All equipment shall be installed so as to provide reasonable safety to the operator. Adequate ventilation will be supplied for all enclosed equipment items which produce heat.

HC ensures that all audio circuits are balanced and floating, except as noted in the Specifications or directed by the client at the time of final equalization and testing. Shields of audio cables shall be grounded at one end only, at the inputs of the various equipment items in the system.

V.Statement of Needs B. Human Circuit Approach to Integration (cont'd)

The proper circuit polarity and loudspeaker wiring polarity will be observed at all times. No cables shall be wired with a polarity reversal between connectors with respect to either end. Special care shall be taken when wiring microphone cables, to insure that constant polarity is maintained.

Post Integration/Integration

At the conclusion of the Integration/Integration phase, HC will provide the following:

- Post install testing
- HC quality assurance and additional de-bugging
- Acceptance Test Procedure
- Systems Documentation
 - Audio drawings
 - Video drawings
 - Control panel designs
 - Panel, plate and rack layout drawings
 - Custom equipment and custom interface drawings
 - Floor plans and equipment elevations
 - Reflected ceiling plans/Conduit riser drawings
- End user and technical personnel training

Field Engineers are utilized to provide quality control testing during the integration of a project, and are available for customer support after acceptance of a system. Because HC warrants the integration of our systems for one year, we feel it is crucial to have service engineers familiar not only with a project's technology, but also with its design.

Substantial Completion and System Acceptance

Prior to Human Circuit issuing a final invoice for client authorization, a Human Circuit project team leader will be responsible for providing proof of performance.

Maintenance Manuals

At sign off our standard procedure is to provide as built drawings, operation, maintenance manuals and warranty statements within 3-4 weeks after final invoice.

V.Statement of Needs C. Human Circuit's Approach to Warranty and Maintenance

Warranty of Standalone Equipment/Components

Equipment sold by HC is warranted by, and under the terms and conditions specified by, the original equipment manufacturer (OEM). HC is authorized to perform warranty repairs on many of the items we sell. In the event one of these items fails during the warranty period, HC by will replace defective parts with factory-authorized components and repair malfunctioning products to manufacturer's specifications when the defect occurs under normal Integration and use—provided the unit is returned in a timely manner to our Service Department via pre-paid transportation with a copy of proof of purchase (i.e., sales invoice). This warranty is contingent upon Human Circuit initial assessment of the returned equipment showing that, in our best judgment, the problem is due to a manufacturing defect. If we determine that the problem does not meet this condition, the repair will be billable at the current rates for time and materials. A minimum charge of one hour of labor will be assessed if the repair estimate is refused.

This warranty specifically excludes any service on any equipment or component as a result of any of the following causes:

A modification, attachment, alteration, or addition has been made affecting the performance of the sub-system or component unless the modification, addition, or alteration has been previously been authorized in writing by the HC Service Department. This includes—but is not limited to—software and/or firmware additions or upgrades, even if provided or authorized by the equipment manufacturer.

Any computer-based equipment (e.g. nonlinear editors, character generators, video servers, operator terminals) infected by malicious code of any kind.

Individual product or serial identification number is altered or removed without the express written consent of the HC Service Department.

Accident, negligence, misuse, abuse, abnormal use, unauthorized repair, fire, flood, vandalism, theft, any act of God, operation of equipment with non-compatible equipment or contrary to operating instructions including environmental, electrical, and operating temperature standards, or any combination of the above, or caused by accessories, alterations, or attachments of other devices not furnished by HC.

Any part, service, or condition otherwise excluded in the OEM written warranty.

Any product failure for which HC is not authorized to perform warranty repair is the sole responsibility of the owner. HC will facilitate the factory repair on behalf of the client, but all costs (e.g. shipping and handling) will be billable and due before the unit will be returned to the client.

V.Statement of Needs C. Human Circuit's Approach to Warranty and Maintenance (cont'd)
Integration/Integration Warranty

HC warrants that all materials and workmanship directly related to the Integration and integration of the system will be free from defects for a period of one year from the acceptance of the system. If a failure occurs during the active warranty period, it is the client's responsibility to contact the HC Service Center in a timely manner to resolve the issue. Should a problem occur that is attributable to the Integration and/or integration of the system, HC will provide technicians to diagnose and take corrective action at no cost to the client. This system warranty is void if any service or modification is performed by anyone other than an employee or agent of HC without prior written approval of the HC

Engineering Department. Covered components include: cables, connectors, equipment racks, rack mounting hardware, and power strips.

Equipment Warranty

Integrated equipment is warranted by, and under the terms and conditions specified by, the original equipment manufacturer (OEM). All integrated equipment is warranted against defects in materials and workmanship for a period of one year from the date of system acceptance unless a longer warranty period is specified by the OEM. In the unusual event that the OEM warranty is for less than one year, or an OEM does not recognize the date of system acceptance as the start of the OEM warranty, HC will—at no additional cost to the client—extend the OEM warranty to one year from the date of system acceptance. HC will replace defective parts with factory-authorized components and repair malfunctioning products to manufacturer's specifications under this warranty when the defect occurs under normal Integration and use—provided the unit is returned in a timely manner to our Service Department via pre-paid transportation with a copy of proof of purchase (i.e., sales invoice).

This warranty is contingent upon Human Circuit initial assessment of the returned equipment showing that, in our best judgment, the problem is due to a manufacturing defect. If we determine that the problem does not meet this condition, the repair will be billable at the current rates for time and materials. A minimum charge of one hour of labor will be assessed if the repair estimate is refused.

This warranty specifically excludes any service on any equipment or component as a result of any of the following causes:

A modification, attachment, alteration, or addition has been made affecting the performance of the system or component unless the modification, addition, or alteration has been previously been authorized in writing by the HC Service Department. This includes—but is not limited to—

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs C. Human Circuit's Approach to Warranty and Maintenance (cont'd)

software and/or firmware additions or upgrades, even if provided or authorized by the equipment manufacturer.

Any computer-based equipment (e.g. nonlinear editors, character generators, video servers, operator terminals) infected by malicious code of any kind.

Individual product or serial identification number is altered or removed without the express written consent of the HC Service Department.

Accident, negligence, misuse, abuse, abnormal use, unauthorized repair, fire, flood, vandalism, theft, any act of God, operation of equipment with non-compatible equipment or contrary to operating instructions including environmental, electrical, and operating

temperature standards or any combination of the above, or caused by accessories, alterations, or attachments of other devices not furnished by HC.

Maintenance Contracts

Human Circuit provides equipment maintenance contracts that are specific to the client's equipment complement and are not provided as a part of the warranty obligation noted above. These contracts are separate agreements between HC and the contract participant, can be pre- or post-warranty term, and are structured and negotiated on a case by case basis. We have provided a sample Maintenance Agreement on the following page:

SAMPLE SUPPORT AGREEMENT- attached at the end of proposal

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs D. Human Circuit's Approach to Additional Services

Project Management

The HC approach to Project Management is detailed above.

Consultation, Design, Integration, Maintenance

The HC approach to these services, whether in conjunction with equipment purchase or as standalone requirements are detailed above.

Training

HC is committed to having all contract participant's students and staffs (clients) enjoy the best and most efficient use of any equipment or systems purchased under this contract.

HC can make available operational training with our own staff or in conjunction with staff from the given equipment manufacturer to all clients making equipment purchases under this contract. This training would take place at an agreed upon time and location determined by the client in consultation with HC.

Training requirements for a given system will be determined during the Consultation and Design phases of the Project between HC and the client. Any special requirements should be noted by the client at this time. This training will be scheduled at the client's earliest convenience but should take place within 30 days of final acceptance of the system.

If necessary, HC will provide training to clients on the operation of existing equipment or systems. This is a billable service and would be coordinated to take place at an agreed upon time and location determined by the client in consultation with HC.

Human Circuit regularly consults with clients to determine application needs and provide system design requirements only. Those consultation packages are priced and performed per written contract on an as-needed basis.

Human Circuit participates in the Commonwealth of Virginia procurement portal eVA for all A/V cooperative contract products and services.

Technology Shows

Human Circuit no longer has a Technology Show.

Human Circuit
Response to RFP#7058821JC

V.Statement of Needs E.-1. Order Placement

Sample Quotation

1. A sample Human Circuit's Sales Quotation is provided on the following page
2. Human Circuit accepts a University Purchase Order for individual orders over \$5,000 and will accept Visa, MasterCard and American Express Corporate Purchasing Cards for orders of \$5,000 or less.

SAMPLE QUOTE- attached at end of proposal

V.Statement of Needs E.-2. Purchase Acceptance

Human Circuit understands that individual contract participant's purchase orders will be issued for individual requirements on an as needed basis. HC will accept Corporate Purchasing Credit Cards.

V.Statement of Needs F. Procurement Requirements

1. **Freight Terms Acceptance**

Human Circuit agrees to the freight terms of FOB Destination. Discount pricing as shown on the Hypothetical Pricing Schedule is F.O.B. Destination portal-to-portal for technician services.

VI. Proposal Preparation and Submission Instructions-Human Circuit's Experience

a. Human Circuit's Qualifications

Human Circuit, Inc. was incorporated to meet the demands of education, broadcast, industry and government clients. Created to be a service based, design-build firm and value added provider of equipment, we are a full-service reseller and system consulting, engineering and integration company. We have the in-house resources to meet client requirements at all levels, from audio-visual presentation systems for education, training and commercial applications, to video server networks used for distance learning, video on demand, and broadcast applications, to professional production and post-production facilities.

Human Circuit, Inc. develops applications that solve our client's needs. Our in-house research and development group investigates far ranging technologies such as media networking, asset management, streaming media, wide-screen production, multi-image display, and digital conversion. This research brings insight into projects that require creative engineering, which allows us to bring unique solutions to a system design.

Human Circuit, Inc. personnel have hands-on experience in broadcast, presentation and networking. Utilizing a team approach by combining sales and engineering enables us to make use of different perspectives and specialized knowledge. This allows all projects to receive the best solution for any application. The fact that Human Circuit tests, integrates and services the equipment we sell, gives us direct information on its performance and reliability. This information gives our clients confidence in the recommendations that are made.

We have a talented and innovative team that understands the technology and allows them to turn any engineering design into a quality piece of workmanship. The company has been in business for 50 years.

Human Circuit, Inc. represents over 300 manufacturers. As one of the largest resellers in our industry, Human Circuit is consistently in the forefront of new product development trends. We stay in front by maintaining established strategic partnerships with top manufacturers. This allows us to stay abreast of all technology changes, enhancements and product release information. Through these manufacturers we offer our customers a wide range of choices in high-quality video, audio, presentation, non-linear editing and broadcast products.

Human Circuit
Response to RFP#7058821JC

VI. Proposal Preparation and Submission Instructions-Human Circuit's Experience (cont'd)

a. Human Circuit's Qualifications

Human Circuit, Inc. has been in business since 1965 and is headquartered in Gaithersburg, MD. We have one of the largest dealer owned service facilities on the East Coast. Our service engineers are factory trained with over 135 years of combined repair and maintenance experience. As part of our commitment to quality, service engineers receive regular, continuing education so they can keep pace with the ever-improving technology of our industry.

Human Circuit References

This subsection represents a wide sampling of the type of projects and clients that HC has worked with in recent years. We have provided specific contact references as requested in the RFP. We are also proud to provide an array of other projects that we hope will give the proposal evaluators a good sense of how wide Human Circuit expertise is within the greater spectrum of audiovisual, multimedia, broadcast, networking, streaming, and media management. This includes contract and scope detail of three large projects. Please contact us in the event that any further detail is needed during the experience/reference evaluation process.

a. Project References – attached at end of proposal

b. Technician Bios – attached at end of proposal

c. Point of Contact for Contract

Bruce Kaufmann, 240-864-4058, President & CEO

Lisa Gonzales, 240-864-4008, Contract Administrator

d. Institutions of Higher Education Contracts

Human Circuit has no contracts at this time.

e. Annual Sales from Vascupp Members

Human Circuit has no listed sales with the 9 member shown on the web link.

Human Circuit
Response to RFP#7058821JC

VII.Pricing Schedule - Hypothetical Pricing Schedule Form

Equipment and Furniture:

<u>Product Category</u>	<u>Annual Expenditures</u>	<u>% Discount</u>	<u>Discounted Total</u>
Broadcast Television	\$200,000.00	20%	\$160,000.00
Multimedia Presentation	\$700,000.00	20%	\$560,000.00
Multimedia Development	\$300,000.00	10%	\$270,000.00
Satellite Transmitting and Receiving	\$300,000.00	10%	\$270,000.00
Teleconferencing and Communication	\$1,300,000.00	20%	\$1,040,000.00
Computer Presentation	\$1,900,000.00	20%	\$1,520,000.00
Broadband Distribution	\$200,000.00	10%	\$180,000.00
Multi-Media Furniture	\$150,000.00	20%	\$120,000.00
Section A Total			= 4,120,000.00

Services:

Annual Maint. Contracts	\$100,000.00	5%	\$95,000.00
Hourly Service Rates	<u>Annual no. of Hours</u>	<u>Hourly Rate</u>	<u>Annual Total</u>
Maint. After Warranty (Depot)	200 hours	\$ 109.00	\$21,800.00
Integration	700 hours	\$ 80.55	\$56,385.00
Technical Support	50 hours	\$ 168.30	\$ 8,415.00
Training	25 hours	\$1,530.00	\$38,250.00
Section B Total			= \$124,850.00

Rental Equipment:

NOT APPLIACABLE	
Section C Total	= \$0.00

Grand Total Sections A, B and C **= \$4,244,850.00**

Human Circuit
Response to RFP#7058821JC

Appendix I- attached at end of proposal

Participation by Small Businesses, Businesses owned by Women, and Businesses owned by Minorities

Appendix II- attached at end of proposal

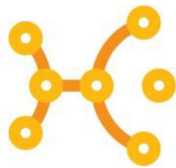
Invoicing and Payment

X. General Terms and Conditions

Human Circuit accepts the terms and conditions as presented in the proposal.

XI.Special Terms and Conditions

Human Circuit accepts the terms and conditions as presented in the proposal.



Contact: Lionel Campo 240-864-4028 - lcampo@humancircuit.com

System Support Agreement Quote

Contact Name:

Phone:

Email:

Agreement #:

Quote Date:

Customer ID:

System(s):

Contract Start Date:

Expiration Date:

Contract Renewal Period: Three months prior to expiration date.

Terms of this agreement are good for the agreement period only. Renewal may require new terms. Therefore, this agreement will not automatically be renewed at the end of the term.

Services Provided (Described in detail in referenced sections): Human Circuit will provide services as indicated below and described in the following pages. Any services not covered by this agreement can be provided at the applicable rates for time and materials.

**On-Site Support
Phone Support
Support Portal
Warranty Support**

**This agreement covers only the equipment listed on appendix*

Support Agreement Price: \$100000000

The CLIENT agrees to pay Human Circuit, Inc. the total Support Agreement Price in one lump sum payment at the commencement of this agreement, unless otherwise specified in this space.

Client Signature: _____ **Date:** _____

Printed Name/Title: _____

Human Circuit: _____ **Date:** _____

Printed Name/Title: _____

Human Circuit Support Services for the CLIENT

On-Site Support (9:00 AM to 5:00 PM Monday through Friday)

Human Circuit Support Desk at (240) 864-4073 or servicemail@humancircuit.com to request phone support and onsite support. A Support Coordinator will engage the necessary resources. All reported issues must be identified as critical or moderate over the phone and in the subject line of an email request.

- **Critical Failure:** Production stops or production stop is considered imminent (the system is unusable.)
- **Moderate Failure:** Failure of a non-critical component; production does not stop however performance is diminished (the system is usable.)

Human Circuit will respond by phone within **one (1)** hour of receiving the request. At that time, an effort will be made to resolve the issue or find an acceptable work-around to restore the lost functionality caused by the failure. If it is determined that an onsite visit is necessary for a Critical Failure, Human Circuit will dispatch an engineer as soon as possible but no later than **one (1)** business day. If the Human Circuit engineer determines that covered equipment must be repaired it will be removed and transported for repair.

After-Hours Support (Outside of 9:00 AM to 5:00 PM Monday through Friday)

After-hours support may be requested as long as the request is made during the normal business hours of 9:00 AM to 5:00 PM Monday through Friday (holidays excluded) and is subject to the availability of a Field Engineer. After-hours support is billable to Customer at Human Circuit's current rates for such service at the time of service. If a Human Circuit engineer is already onsite working on an issue and continues working on that issue outside of normal business hours, that time will be covered under this agreement and not billed to CLIENT.

Support Portal

Human Circuit will provide Client staff with access to our web based Support Portal for support requests, event reporting, change management, event tracking, and knowledgebase. The Human Circuit technical team will be available 9 to 5 (EST) Monday through Friday (excluding holidays). If you experience a problem with your system, you can call our support desk or access our support web portal and create a service ticket. A Human Circuit engineer will respond to you within the hour. Our average call back time is under 30 minutes. You can access our support portal 24x7 and any service tickets created after hours will be responded to on the following business day. Our support portal provides a convenient way for you to report a problem, track system updates and view your system's support history. You can access all reported system issues and resolutions at any time using your secure account.

Client staff may submit operational questions via the Human Circuit Support Portal. Human Circuit engineering will make a best effort to answer operational questions by the following business day. Questions will remain open in the event log until resolved. Resolution information will be recorded in the event knowledgebase for future reference.

Remote Support

Human Circuit engineers are equipped with the tools they need to provide you with immediate remote support. If allowed by your network administrator, Human Circuit engineers can connect via VPN and begin troubleshooting immediately upon receiving an alert. We can remotely reconfigure equipment, modify control systems, update software and verify that fail-over mechanisms are working. We understand that your network's security is a primary concern and we will work with your network administrators to ensure that our remote connectivity conforms to your security protocols.

Warranty Support

Human Circuit will facilitate manufacturer's warranties, loaners, and advanced replacements for all covered equipment. This includes diagnostics, removal, shipping, tracking, interacting with the manufacturer, and reinstallation of the equipment.

APPENDIX

Terms and Conditions

Acceptance by Human Circuit Inc

This agreement shall become a binding agreement between CLIENT, and Human Circuit (HC) upon the terms and conditions set forth herein only upon HC's receipt and acceptance of your signed agreement and payment. Any terms and conditions proposed or submitted by CLIENT by any means whatsoever which are inconsistent with, or in addition to, these items and conditions, including this paragraph, shall be null and void and have no force or effect unless they are typewritten into this agreement and executed by both parties

Terms of Agreement

This agreement will commence on the date of delivery (when purchased at time of equipment) and/or upon date of receipt of signed contract and payment and will continue for a period of one year unless otherwise specified on the face hereof or unless otherwise terminated.

HC reserves the right to cancel this agreement or change the above schedule of services if CLIENT modifies the product or system without prior notification to HC as described in the Subcontractor and Support restrictions above. If such cancellation occurs, HC will not issue a refund. HC will provide written notice of cancellation or change to CLIENT in writing. If the contract is cancelled for any reason other than an unauthorized modification, a pro-rated refund calculated at the contracted rates will be sent to CLIENT within thirty (30) days.

HC may also cancel this agreement if CLIENT fails to make any payment identified as delinquent within ten (10) days of written notice from HC. Such cancellation shall not relieve CLIENT of its obligation to pay all fees due hereunder. In addition, CLIENT may terminate this Agreement at any time, without cause, upon thirty (30) days' prior written notice to HC.

Confidentiality

HC documentation, data and all information provided is proprietary in nature and subject to copyright protection and/or is intended solely for use by its owner HC. Any copying, disclosing or in any manner distributing in whole or part any such documentation, data or information is prohibited, excluding any documentation created by HC or CLIENT of the contracted and purchased system from HC.

Equipment End-of-Life

If replacement parts become unavailable for any device covered under this contract because it has reached the manufacturer's end-of-life and is no longer supported, or if for any other reason the manufacturer is unable to provide replacement parts or critical software updates, HC shall not be held responsible for its repair. However, HC will make every effort to find compatible alternate parts if it is practical to do so.

CLIENT Data

CLIENT shall be solely responsible for maintaining backup data necessary to replace any and all data lost or damaged regardless of the cause unless due to the gross negligence or intentional misconduct of HC.

Exclusion of Warranties

The service work order/invoice issued in connection with any of the services performed hereunder will state the limited warranty applicable to them except as otherwise set forth in this agreement. There are no other warranties expressed or implied, by operation of law or otherwise, on the parts or services furnished under this agreement. The only exception to the immediately preceding sentence is the warranty of title. HC expressly disclaims any implied warranty of merchantability or fitness for a particular purpose. Any warranty against infringement that may be provided in section 2-312(3) of the uniform commercial code and or any other comparable state statute is also expressly disclaimed.

Limitation of Liability

Except to the extent of coverage which is to be available under the insurance HC is obligated to maintain under the terms of this agreement, the liability of HC, if any, and CLIENT's sole and exclusive remedy for damages for any claim of any kind whatsoever, regardless of legal theory, with regard to the services performed hereunder, or with respect to the parts furnished hereunder, shall not be greater than the total fees paid by CLIENT under this agreement. Under no circumstances shall HC be liable to CLIENT for compensation, reimbursement, or damages on account of the loss of present or prospective profits, CLIENT data, expenditures, investments or maintenance of business, reputation, or goodwill. In no event shall HC be held liable to CLIENT for special, incidental, or consequential damages. The foregoing limitation on liability shall not limit HC's liability arising out of the intentional misconduct or gross negligence of HC or limit CLIENT's rights of recovery from the insurance coverage which HC is obligated to maintain under the terms of this agreement.

Statute of Limitations

No action arising out of the furnishing of parts or services under this agreement may be brought by either party more than eighteen (18) months after the cause of action has accrued.

Force Majeure

HC shall not be liable for any delay or failure to perform hereunder arising from acts of God, the loss or theft of the equipment while in transit, acts of a public enemy, acts of any governmental authority, governmental regulation or order, orders of any court or administrative body, acts of any persons engaged in subversive activity or sabotage; riots; the elements; fires, floods, explosions, or other catastrophes; strikes or other labor stoppages, slowdowns or disputes; embargoes; import restrictions; delays in transportation; or any other cause or event beyond HC's reasonable control provided that HC provides to CLIENT prompt written notice of any such event; and, if such notice is timely given, the time for performance shall be extended by the duration of the delay so caused. HC shall act in good faith to mitigate the adverse impact on CLIENT caused by such delay in performance.

Access

CLIENT shall provide HC with reasonable and timely access to its facilities and all information necessary for HC to perform the services and HC shall provide prompt notice to CLIENT if it believes that it does not have the necessary access or information. At no charge to HC, CLIENT will provide HC with adequate working space to perform maintenance on equipment, and if requested by HC, with storage space for spare parts. CLIENT will provide light, heat, ventilation, telephone and electric current outlets for use by HC's personnel during service activities. These facilities will be within a reasonable distance of each item of equipment to be serviced.

Assignment and Delegation

Neither party shall assign or otherwise transfer this agreement or any interest herein or any right hereunder without prior written consent of the other party and any such purported assignment, transfer, or attempt to assign or transfer any interest herein or right hereunder, without the prior written consent of the other party, immediately shall be null, void, and of no effect and shall result in the termination of the agreement.

Waivers

Waiver by either party of any breach, or failure to enforce any of the items and conditions of this agreement, shall not in any way effect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every remaining term and condition hereof.

Non-Exclusiveness

Except as provided in articles Force Majeure and Statute of Limitations hereof, any specific right or remedy provided in the agreement shall not be exclusive but shall be cumulative upon all other rights and remedies set forth herein and allowed under applicable law.

Litigation

In the event of any litigation between the parties with respect to this agreement, the prevailing party (the party entitled to recover the costs of suit, at such time as all appeals have been exhausted or the time for taking such appeals has expired) shall be entitled to recover court costs and reasonable attorneys' fees in addition to other relief

as the court may award. The parties hereby waive trial by jury in connection with any action or suit under the agreement or otherwise rising from the relationship between parties.

Headings

The headings of articles in this agreement are for convenience and reference only, and this in no way define, limit, or describe the scope of the provisions of such articles and shall not be considered in the interpretation or enforcement of this agreement.

Governing Law and Venue

This agreement shall be construed and enforced in accordance with the local law the state of Maryland. The parties hereby consent to and submit to the jurisdiction of the federal and state courts located in the state of Maryland and any other action or suit under this agreement shall only be brought by the parties in the federal or state court with proper jurisdiction over the subject matter established or sitting in the state of Maryland. The parties shall not raise in connection therewith, and hereby waive, any defenses based upon the venue, the inconveniences of the forum, the lack of personnel jurisdiction, the sufficiency of service of process or the like in any such action or suit brought in the state of Maryland.

Invalidity

Should any part of this agreement for any reason be declared invalid or unenforceable by a court of law, and then the agreement in its entirety shall be automatically terminated upon such determination.

Entirety of Agreement

All of these Agreements shall survive the execution of this Agreement. Otherwise, this agreement supersedes, terminates, and otherwise renders null and void any and all prior written and/or oral agreements entered into and between CLIENT and HC with respect to service of the equipment, except that nothing herein contained shall be construed as intended to relieve or release CLIENT from its obligation to make payment of any monies which CLIENT may owe to HC, or to relieve or release HC from any express written warranties given by HC in connection with CLIENT purchase of the equipment. This agreement represents and incorporates the entire understanding of the parties hereto with respect to the matters hereinabove expressly set forth, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, nature, or description whatsoever made by either party to the other, except such as are expressly set forth in this agreement or the prior agreements referenced above. Only a written instrument signed by all parties to this agreement may modify this agreement, which instrument makes specific reference to this agreement.

Non-Raiding Clause

Neither party shall engage the services of any person or persons, then in the employment of the other party, for work covered by this agreement without the written consent of the employer of such person. This clause is in effect from the commencement of the contract and six (6) months past the expiration date.

Waiver of Liens

HC waives any right to file mechanics or other liens hereunder and upon request of CLIENT will furnish appropriate lien waivers.

Personal and Service Quality

HC shall maintain at all times a sufficient number of experienced and competent employees as may be necessary for the proper performances of the services specified in this Agreement. All such services shall be performed in a professional manner and in compliance with any applicable manufacturer's maintenance and warranty requirements.

Warranty Claims

It is recognized that some of the services to be provided by HC may be covered by manufacturer's warranties. HC will work with CLIENT to maximize any available recoveries under such warranties.

Work Place Rules

When HC is performing services within CLIENT office, it will comply with all work place and building rules imposed by CLIENT and its landlord.

Rider

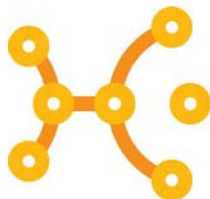
Human Circuit shall maintain the following insurance:

A. Statutory Workmen's Compensation Insurance, under the laws of the State of Maryland and any other laws that may applicable thereto.

Coverage "B" Employers Liability must have limits of at least \$100,000;

B. Comprehensive General Liability Insurance, subject to limits of \$1,000,000 for each occurrence and \$3,000,000 aggregate.

C. All CERTIFICATES OF INSURANCE will provide within 30 days of a request from Client or prior to cancellation, non-renewal or change in policy terms and/or conditions.



SAMPLE Quote

HUMAN CIRCUIT

9346 Gaither Rd., Gaithersburg, MD 20877-1416
240-864-4000 • www.humancircuit.com

SALES QUOTATION

Sales Quotation Number: SQ60438

Sales Quotation Date: 10/25/16

Page: 1

Sold To:

Human Circuit Demo Account

***DO NOT INVOICE ANY ORDERS
ON THIS ACCOUNT ****

Ship To:

Human Circuit SAMPLE Quote
9346 Gaither Rd.
Gaithersburg, MD 20877

Customer ID: 400000000

Terms: Net 20 Days

Prices for specified quantities are valid for a period of 30 days.

Salesperson: Lisa Gonzales

Telephone No.: 240-864-4008

Fax No. 240-864-0013

E-mail: lgonzales@humancircuit.com

Qty.	MFR	Model	Description	Unit Price	Extended Priced
50	MIDDLE ATL	U1	Universal Rack Shelf 1RU	49.30	2,465.00
1	HCI	VASCUPPE	Engineering	168.30	168.30

Mid Atlantic Discount 15% applies 58.00 list price

Delivery time is 4 weeks ARO

Amount Subject to Sales Tax 0.00	Amount Exempt from Sales Tax 2,633.30
----------------------------------------	---------------------------------------------

Subtotal:	2,633.30
Total Sales Tax:	0.00
Shipping:	0.00
Total:	2,633.30

a. Project References



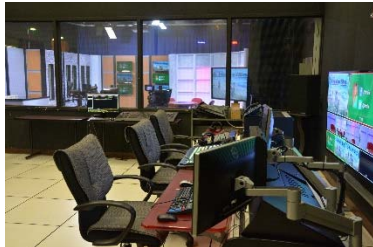
University of the District of Columbia – UDC TV

4200 Connecticut Avenue, NW
Building #41, Suite 203
Washington, DC 20008
Ed Jones
edjones@udc.edu



Contract Number: PO-GF-2014-P-0001-DJ
Contract Value: \$1 Million
Period of performance: October 2013 – December 2014
1 Year Support Contract

Human Circuit modernized UDC TV's HD production studio and signal distribution systems to technology that conforms to industry standards for digital transmission of the highest broadcast standard via cable and the Internet. The system allows UDC TV to offer its product in HD to cable providers, the ability to stream multiple channels in HD on its website, via partner website streaming services, or for a future broadcasting partners.



In addition to the HD upgrade Human Circuit transitioned UDC TV to a file-based video production operation. UDC TV is now equipped with storage for archiving; allowing the expansion of their video library, and serves as a program schedule back-up to both the cable channel and Internet streaming channel. This change provides more efficient production workflow for students and staff. UDC TV is also now equipped to provide live and on-demand video processing in on premise, cloud-based, or hybrid ground-cloud deployments. Included in the installation is an Imagine broadcast file server providing UDC TV with operational efficiency, improved service, and a unified software architecture.



Inova Health System - Simulation Center



3300 Gallows Road
Falls Church, VA 22042
Craig R. Coleman – Medical Simulation Manager
(703) 776-4302
Craig.Coleman@Inova.org

Contract Number: 110410HUMANC01
Contract Value: \$950,000
Period of performance: September 2014 – May 2015
1 Year Support Contract

Human Circuit provided a turnkey medical simulation center to better prepare students for their careers as physicians through realistic hands-on training in coordination with their in-depth classroom studies. Designed with custom hardware that works in connection with B-Line Medical's software to digitally record and store footage of students performing specific clinical tasks for administrators and instructors to review and evaluate in real-time. Human Circuit applied designs specifically for case study rooms, self-teaching labs, patient exam rooms, observation rooms, and computer rooms.



Audio and Video feeds from microphones and cameras throughout the facility are encoded in real-time and multicast over an Ethernet infrastructure as MPEG4 streams. Human Circuit utilized internet group management protocol (IGMP) to maximize video distribution and minimize network bandwidth utilization. Through an integrated web-enabled user interface, users can navigate to individual cameras, join live multicasts and view video streams while controlling cameras in real-time.

a. Project References



Frederick County Government – FCG TV

12 East Church St.
Frederick, MD 21701
Sherry Weakley – Chief Information Officer
(301) 600-2377
sweakley@FrederickCountyMD.gov



Contract Number:
Contract Value: \$650,000.00
Period of performance: July 2014 – December 2014
2 Year Support Contract

Human Circuit improved the broadcasting capabilities of Frederick County Government (FCG) TV and brought it up to current standards with the design and integration of a new digital tapeless integrated video system comprising of hearing rooms and a control room. This system allows for the capture and playback of live and recorded programming of Board and Commission meetings, documentaries, and their online streaming channel.



Addressing the limitations of technology used at Winchester Hall, Human Circuit updated the control room with a HD Switcher, character generator and multi-viewer display. A new audio mixer and remote camera controls were also added. Hearing room upgrades included ceiling mounted HD PTZ cameras, public address system upgrade, microphones, remote control system, and ceiling mounted HD video displays. The master control and playback system upgrade included a multi-channel HD broadcast playback server with automation, a storage system, an electronic bulletin board system with emergency crawls, and enhanced audio and video monitoring capabilities. Human Circuit's installation provides Winchester Hall with a reliable and user-friendly system that has been designed to last through continuing support.

Shaun McCoy – Project Supervisor

Shaun McCoy has a diverse background in the integration industry. Starting with Human Circuit in 2008 as a Systems Integrator Shaun has learned many on the job skills that made him a successful integrator including signal flow, terminations, rack fabrication and system testing. As a Systems Integrator Shaun was responsible for proper mounting and supporting of all A/V and broadcast equipment including projectors, cameras, and large displays.

In 2013 Shaun was promoted to Project Supervisor and has since supervised several projects at higher education facilities including the University of Utah, and corporations like the relocation of Pandora Jewelry's headquarters in Baltimore, Maryland. As a project supervisor Shaun drives his team to reach a higher quality of standards with his in-depth knowledge of best practices and industry standards. Shaun has been with Human Circuit for over eight years. His training includes:

- Custom Cable Assembly Fabrication
- Fiber Terminations
- Custom Hardware Fabrication
- Audio, Video and Network Control Systems

Kevin Filano – Systems Design Engineer

Kevin Filano joined Human Circuit shortly after graduating college in 1999. Advancing from a Systems Integrator to a Systems Design Engineer, Kevin has designed systems for network operations centers, classrooms, auditoriums, boardrooms, stadium replay systems, conference centers, and broadcast studios.

Kevin's design work includes system set up, programming audio and control systems, system testing, and troubleshooting. His systems have been installed at Planit Agency, Choice Hotels, Baystate Hospital, House of Representatives, Washington Nationals Stadium, and D.C. City Council.

Kevin maintains certifications and product training from these manufacturers: Biamp, Cisco, Extron, QSC, Symetrix, VidCAD, and WireCAD.

Jack McMahan – Senior Project Supervisor

Mr. Jack McMahan has a diversified industry background. He started out with Human Circuit in the manufacturing of cable assemblies and doing entry level audio repair. He was responsible for installing large amounts of VTR electro/mechanical modifications for ¾" VTR electro/mechanical modifications for editors. He moved onto field mechanical installation, mounting everything from large CRT projectors to 50" CRT monitors in NOCs; broadcast camera's on lighting grids at stadiums to broadcast cameras over top a stove for a cooking show.

Recently he supervised a large, "one of a kind" custom project for Baystate Medical Operating Rooms of the Future in Massachusetts, the recording and distributing HD camera signals throughout the operating room environment. Mr. McMahan supervised the installation of cutting edge technology for the new HP HD Media Gallery for the Newseum in Washington D.C. which included custom built projector mounts for the 12 projector HP PHOTON engine and 26 custom speaker mounts made in-house at Human Circuit.

Mr. McMahan custom designs and manufactures hardware as needed to best fit our customer's specifications and needs. Prior to his recent position, Mr. McMahan was a Senior Project Supervisor and Senior Integration and Field Technician. Jack has been with Human Circuit for over 36 years. His training includes:

- Terminations in Fiber
- Network Control
- Analog/Digital/HD Audio
- Video
- Triax

b. Technical Bios

David Wingfield – Systems Design Engineer

Joining Human Circuit in 1982, David Wingfield is involved in the design, engineering and fabrication of CATV/MATV head-end systems, conference room presentation systems, editing systems, and digital signage systems. As a Systems Design Engineer David's expertise have been utilized at Inova, Weill Cornell Medical College, Naval Research Lab, and DEA Command Center.

Previously, David held the position of Design Engineer for the development of Clinical Skills Systems throughout the United States. His clients were the U.S. Uniform Health Services, George Washington University, Ohio State University, Georgetown University Medical, Utah University, and University of South Florida.

Before becoming a Systems Design Engineer at Human Circuit, David served as a technical advisor to clients in the Virginia Tidewater market. His clients included the U.S. Navy, Atlantic Fleet Headquarters, U.S. Navy NISE EAST, Fort Eustis, Langley Air Force Base, and NASA.

David maintains certifications and product training from these manufacturers: AMX, Biamp, BSS Audio, Chief, Crestron, Extron, Planar, QSC, Tektronix, Vaddio, VidCAD, and WireCAD.

APPENDIX I

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

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

Definitions

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

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

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

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

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

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

Name of Businesses:

SB, WO, MO:

Role in contract:

NONE

Commitment for utilization of DSBSD SWaM Businesses:

0 % of total contract amount that will be performed by DSBSD certified SWaM businesses.

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

Name Printed: Lisa Gonzales

Email: lgonzales@humancircuit.com

Phone: 240-864-4008

Firm: Human Circuit

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

Acknowledged:

By (Signature):

Name Printed: Bruce Kaufmann

Title: President & CEO

Email: bkaufmann@humancircuit.com

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

APPENDIX II INVOICING AND PAYMENT

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:

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

Invoicing and Payment Method Acknowledgement:

Signature:	
Name Printed:	Bruce Kaufmann
Title:	President & CEO
Name of Firm:	Human Circuit
Date:	10-17-16

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

Name of the individual:	Yune Graham
Title:	Accounting Manager
Mailing address:	9346 Gaither Road
	Gaithersburg, MD 20877
Email address:	ygraham@humancircuit.com
Phone number:	240-864-4051
Fax number:	240-720-3964



· VIRGINIA COMMONWEALTH UNIVERSITY ·

RFP - Addendum

DATE: November 1, 2016

ADDENDUM NO. 01 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7058821JC

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

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

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

Very truly yours,


Jackie Colbert

Human Circuit

Name of Firm

Signature/Title

11.2.16

Date



January 12, 2017

Virginia Commonwealth University
VASCUPP RFP 7058821JC Negotiation Questions

1. Human Circuit shall comply with the mandatory requirements as presented in Section V, Items A-E, Statement of Needs.

Human Circuit shall comply with the non-mandatory requirements as presented in Section V, Items A-E, Statement of Needs.

2. Human Circuit agrees to comply with the Procurement Requirements in Section V, Item F. 1-5.
3. Human Circuit agrees to the cooperative contract language specified in Section I, Purpose, Pg 4.
4. Proposed Pricing
 - A. Human Circuit is offering our deepest discounts as our Most Favored Customer. The only client that receives a nominal lower discount (approximately \$1.00) is the Federal Government due to our GSA schedule status (clause from General Services Administration- The Government will seek to obtain the offeror's best pricing)
 - B. Yes, the pricing offered is indeed on point with the pricing offered to our Most Favored Customer.
 - C. Human Circuit's original submittal is reflective of the discounts we'll be offering. We will however, offer deeper discounts if the Manufacturer has a pricing decrease and/or a promotion during time of proposal.
5. Human Circuit is in agreement that any boiler plate terms and conditions on quotes for individual AV purchases do not apply, the terms and conditions of the RFP without any exceptions govern the contract and each project.

Thank you and please let me know if you have any further questions prior to award.

Sincerely,


Bruce Kaufmann,
President & CEO

Human Circuit, Inc.
9346 Gaither Road
Gaithersburg, MD 20877-1416
240.864.4000
www.humancircuit.com