



VCU Procurement Services

Date: October 1, 2021

Michelle McEwen
Onyx Technical Services, Inc. dba Onyx AudioVisual
800A Principal Court Suite A
Chesapeake, VA 23320

RE: Contract #: 7058821-13JC
Extension of Contract

Dear Michelle McEwen,

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

Procurement Services
University Purchasing

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

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

Contract #: 7058821-13JC

RESPONSE:

Onyx Technical Services, Inc. dba Onyx Audiovisual

Name of Firm



Signature

Tom Beaudry

Name Printed

President

Title

10/5/2021

Date



VCU Procurement Services

January 25, 2021

Shelly McKean
800A Principal Court Suite A
Chesapeake, VA 23320

RE: Contract #: 7058821-13JC
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 Shelly,

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 #: 7058821-13JC;

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 #: 7058821-13JC

RESPONSE:

Procurement Services
University Purchasing

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

Onyx Technical Services, Inc. dba Onyx AudioVisual
Name of Firm

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


Signature

Thomas Beaudry
Name Printed

President
Title

2-18-2021
Date



VCU Procurement Services

January 23, 2020

Shelly McKean
800A Principal Court Suite A
Chesapeake, VA 23320

RE: Contract #: 7058821-13JC
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 Shelly,

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 #: 7058821-13JC;

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 #: 7058821-13JC

RESPONSE:

Onyx Technical Services, Inc. dba Onyx AudioVisual

Name of Firm



Signature

Shelly McKean

Name Printed

Controller

Title

1/28/2020

Date



VCU Procurement Services

Date: January 7, 2019

Onyx Technical Services, Inc. dba Onyx AudioVisual
800 Principal Court Suite A
Chesapeake, VA 23320

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

Dear Kevin Austin:

The VASCUPP cooperative contract # 7058821-13JC 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 #: 7058821-13JC

Onyx Technical Services / Onyx Audio Visual
Name of Firm


Signature

Shelly McKean
Name Printed

Controller
Title

1/29/2019
Date



VCU Procurement Services

Date: February 7, 2018

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

Procurement Services
University Purchasing

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

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

Good Afternoon,

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

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

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

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

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

Sincerely,

Amy Anthes
Senior Buyer

Contract #: :
(please
provide
complete
contract
number)

7058821-13JC

RESPONSE:

Onyx Technical Services, Inc (dba Onyx Audiovisual)

Name of Firm

Kevin Austin

Signature

Kevin Austin

Name Printed

VP/GM

Title

2/8/2018

Date



VCU

Make it real

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: 7058821-13JC

This contract entered into by Onyx Technical Services, Inc. dba Onyx AudioVisual, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University (VCU), called the "Purchasing Agency".

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

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

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

The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposals #7058821JC dated October 13, 2016 including Addendum #01 dated November 1, 2016;
- (3) The Contractor's Proposal dated November 10, 2016; and
- (4) The Negotiated Modification dated January 17, 2017.

All of which documents are incorporated herein by reference.

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

CONTRACTOR:

Onyx Technical Services, Inc. dba Onyx AudioVisual

By: Kevin Austin

Name Printed: Kevin Austin

Title: General Manager

Date: 02/17/2017

PURCHASING AGENCY:

Virginia Commonwealth University

By: Karol Kain Gray

Name Printed: Karol Kain Gray

Title: VP Finance and Budget

Date: 2/24/17



VCU

Request for Proposals

RFP #: 7058821JC

RFP Title #: VASCUPP Audio Visual Term Contracts

Issuing Agency: Virginia Commonwealth University

Issue Date: October 13, 2016

Closing Date: November 11, 2016



A VASCUPP Member Institution

Request for Proposals RFP #7058821JC

Issue Date: October 13, 2016

Title: VASCUPP Audio Visual Term Contracts

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

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

Direct ALL inquiries concerning this RFP to: Jackie Colbert
jcolbert@vcu.edu

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

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

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

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

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

Signature below constitutes acknowledgement of all information contained through links referenced herein.

NAME AND ADDRESS OF COMPANY:

_____	Date: _____
_____	By (Signature In Ink): _____
_____ Zip Code _____	Name Typed: _____
E-Mail Address: _____	Title: _____
Telephone: (____) _____	Fax Number: (____) _____
Toll free, if available	Toll free, if available
DUNS NO.: _____	FEI/FIN NO.: _____

REGISTERED WITH eVA: () YES () NO	SMALL BUSINESS: () YES () NO
VIRGINIA DSBSD CERTIFIED: () YES () NO	MINORITY-OWNED: () YES () NO
DSBSD CERTIFICATION #: _____	WOMEN-OWNED: () YES () NO

THIS SOLICITATION CONTAINS 29 PAGES.

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

Teleconferencing and Communication \$1,300,000. less _____ % = \$ _____

Computer Presentation \$1,900,000. less _____ % = \$ _____

Broadband Distribution \$200,000. less _____ % = \$ _____

Multi-Media Furniture \$ 150,000. less _____ % = \$ _____

Section A Total \$ _____

B. Services:

Annual Maintenance Contracts \$100,000 less _____ % = \$ _____

Hourly Service Rates:

	Annual Number Of Hours		Hourly Rate	Annual Total
Maintenance After The Warranty	200 hours	X	\$ _____ =	\$ _____
Installation	700 hours	X	\$ _____ =	\$ _____
Technical Assistance	50 hours	X	\$ _____ =	\$ _____
Training	25 hours	X	\$ _____ =	\$ _____
Section B Total				\$ _____

C. Rental Equipment:

Annual

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

VIII. EVALUATION AND AWARD CRITERIA:

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

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

IX. REPORTING AND DELIVERY REQUIREMENTS:

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

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

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

REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED

BY WOMEN AND MINORITIES

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

The Contractor shall provide this information to:

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

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

X. GENERAL TERMS AND CONDITIONS:

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

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

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

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

- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

J. PAYMENT:

1. To Prime Contractor:

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

f) To Subcontractors:

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

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

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

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

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

Minimum Insurance Coverages and Limits Required for Most Contracts:

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

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

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

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

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

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

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

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

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

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

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

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

- X. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA). The Selected Offeror/Vendor acknowledges that for the purposes of this Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will

University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by the University.

XI. SPECIAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

From: _____

Name of Offeror	Due Date	Time

Street or Box Number	RFP No.	

City, State, Zip Code +4	RFP Title	

Name of Contract / Purchase Officer or Buyer: Jackie Colbert

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XII. CONTRACT ADMINISTRATION:

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

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

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

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

XII. ATTACHMENTS:

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

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

- B: Appendix II – Invoicing and Payment

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



VCU

VIRGINIA COMMONWEALTH UNIVERSITY

RFP - Addendum

DATE: November 1, 2016

ADDENDUM NO. 01 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7058821JC

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

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

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

Very truly yours,

Jackie Colbert

Name of Firm

Signature/Title

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



VCU

ONYX AUDIOVISUAL
CONSULT . DESIGN . CONSTRUCT

Original Response

Request for Proposals

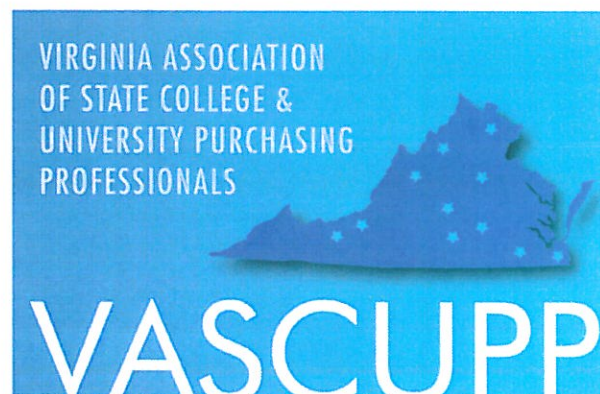
RFP #: 7058821JC

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

Table of Contents

Request for Proposals RFP #7058821JC Page 2.....	3
RFP - Addendum No. 01.....	4
Proposal Response.....	8
Appendix I (not Included due to Onyx being a small business)	
Appendix II Invoicing and Payment.....	24
Attachment A - Onyx's Discount off List Price.....	26
Attachment B - Rental Pricelist.....	31
Attachment C - Contractor's License.....	35
Attachment D - Onyx Quote.....	36
Attachment E - Technician Certifications.....	37

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:

Onyx Technical Services, Inc. dba Onyx AudioVisual
800A Principal Court
Chesapeake, VA Zip Code 23320
E-Mail Address: pmiller@onyxav.com
Telephone: (800) 766-2715
Toll free. if available
DUNS NO.: 18-600-8108

Date: November 10, 2016
By (Signature In Ink): [Signature]
Name Typed: Paul Miller
Title: Controller
Fax Number: (757) 436-5526
Toll free. if available
FEI/FIN NO.: 54-1408982

REGISTERED WITH eVA: (X) YES () NO SMALL BUSINESS: (X) YES () NO
VIRGINIA DSBSD CERTIFIED: (X) YES () NO MINORITY-OWNED: () YES (X) NO
DSBSD CERTIFICATION #: 008415 WOMEN-OWNED: () YES (X) NO

THIS SOLICITATION CONTAINS 29 PAGES.



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

Onyx Technical Services, Inc. dba Onyx AudioVisual

Name of Firm

Controller

Signature/Title

November 1, 2016

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Proposed Price

2. a. Onyx AudioVisual has created a price list for the VASCUPP request for proposal 7058821JC. The listed equipment from the manufacturers is priced delivered. Onyx AudioVisual (Onyx) will provide a discount off the manufacturer's list price. Cost for systems design, installation, and system implementation is additive. Maintenance after the warranty period is also priced separately. See Attachment A for a complete list of manufactures and the discount off list price.

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

Maintenance after the warranty period is priced on a case by case basis. Labor rates approved on the VASCUPP contract will used to calculate the price.

Onyx will utilize the labor rates approved on the VASCUPP contract for design, installation, system implementation and system documentation.

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

Onyx does offer rental equipment on an "as needed" basis. Onyx maintains a full-service rental division. Our extensive inventory of equipment includes video projection systems, classroom/boardroom AV, theatrical lighting systems, and encompassed systems for small, medium, or large events. We employ a full rental staff to furnish a complete service package that includes delivery/pick-up, set-up, and professional technical support. See Attachment B for proposed prices.

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

PRICING SCHEDULE:

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

A. Equipment and Furniture:

	Annual Expenditures		% Discount	Discounted Total
Broadcast Television	\$200,000.	less	<u>17.38</u> %	= <u>\$165,240.00</u>
Multimedia Presentation	\$700,000.	less	<u>16.60</u> %	= <u>\$583,800.00</u>
Multimedia Development	\$300,000.	less	<u>6.00</u> %	= <u>\$282,000.00</u>
Satellite Transmitting and Receiving	\$300,000.	less	<u>7.50</u> %	= <u>\$277,500.00</u>
Teleconferencing and Communication	\$1,300,000.	less	<u>11.11</u> %	= <u>\$1,155,570.00</u>
Computer Presentation	\$1,900,000.	less	<u>14.44</u> %	= <u>\$1,625,640.00</u>
Broadband Distribution	\$200,000.	less	<u>15.13</u> %	= <u>\$169,740.00</u>
Multi-Media Furniture	\$ 150,000.	less	<u>18.56</u> %	= <u>\$122,160.00</u>
Section A Total				<u>\$4,381,650.00</u>

B: Services:

Annual Maintenance Contracts \$100,000 less 15.00 % = \$85,000.00

Hourly Service Rates:

	Annual Number Of Hours		Hourly Rate	=	Annual Total
Maintenance After The Warranty	200 hours	X	<u>\$85.00</u>	=	<u>\$17,000.00</u>
Installation	700 hours	X	<u>\$75.00</u>	=	<u>\$52,500.00</u>
Technical Assistance	50 hours	X	<u>\$100.00</u>	=	<u>\$5,000.00</u>
Training	25 hours	X	<u>\$85.00</u>	=	<u>\$2,125.00</u>
Section B Total					<u>\$ 161,625.00</u>

C. Rental Equipment:

	Annual Expenditures		% Discount	=	Discounted Total
Section C Total	\$100,000.	less	<u>15.00</u>	% =	<u>\$85,000.00</u>

Grand Total Sections A, B and C \$4,628,275.00

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:

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

Broadcast Television Equipment:

Pan-Tilt Cameras: Sony, Panasonic, Vaddio
Video Switching: Roland Systems Group, Analog Way, Vaddio, Extron
Microphones: Shure, Bosch Electro-Voice, AKG, Countryman, Clock
Professional Signal Processing: Black Magic Design, Extron, Roland Systems Group
Disk Recorders: Black Magic Designs
Monitoring: Marshall LCD, Black Magic Designs
Intercom: Telex RTS. Clear-Comm
Cables and Jack Fields: Whirlwind, Proco, Liberty

Multimedia Presentation Equipment:

Digital Media Distribution: Crestron, Extron, Intelix
Microphones: Shure, EV, AKG, Clock
Projectors: Sharp, Digital Projection, NEC, Panasonic,
Flat Panels: Sharp, Panasonic, NEC, Samsung, LG, Sony
Projection Screens: Da-Lite, Draper, Stewart Filmscreen, Vutec
Audio Recorders: Black Magic Designs, Roland Systems Group, Tascam
Loudspeakers: EV, JBL, Yamaha, Nexo, QSC, Community, Danley, EAW, Tannoy
Power Amplifiers: QSC, Crown, Lab. Gruppen, Peavey AA,
Audio Mixing Consoles: Yamaha, Midas, Roland, Allen & Heath, Soundcraft
Digital Signal Processing: Biamp, Yamaha, QSC, Peavey Media Matrix, BSS, DBX
Monitoring: Marshall LCD, Black Magic Designs
Intercom: Telex, Clear-Comm
Cables, Connectors and Jack Fields: Whirlwind, Proco, Liberty, ADC, Bittree. Neutrik

Multimedia Development Equipment

3D Multimedia Presentation Creation: DATATON WATCHOUT
Audio Editing and Composition: ROLAND
Editing, Design, and Paint: Black Magic Designs

Satellite Transmitting and Receiving Equipment

Receiving and Transmitting Antennas: Prodelin , DH Antennas, Andrew,
Channel Master

Teleconferencing and Communication Equipment

Room Systems: Polycom, Lifesize

Desktop: Polycom, Lifesize

Bridges: Lifesize, Polycom

Cameras: Polycom, Lifesize, Vaddio

Microphones:

Infrastructure: Lifesize, Polycom

Audio Conferencing: ClearOne, Biamp, QSC, Symmetrix, Media
Vision/Taiden

Management and Control: Crestron, Extron

Video Capture: LifeSize, Polycom, MediaPointe,

Unified Communications: Lifesize, Polycom

Assisted Listening: Listen Technologies

Computer Presentation Equipment - Streaming and Webcasting

Encoders/ Decoders: Extron, RGB Spectrum, VBrick, Roland

Recording and Capture: Lifesize, VBrick, MediaPointe

Networking: Crestron, AMX

Broadband Distribution Equipment

Modulators: Blonder Tongue, Toner Cable, Contemporary Research,
ZeeVee, Adtran

Rf Amplifiers: Blonder Tongue, Toner Cable, Pico, Drake

TV Tuners: Contemporary Research, Extron, Crestron

Combiners: Blonder Tongue, Contemporary Research, ZeeVee

Cables, Connectors and Jack Fields: Whirlwind, Proco, Liberty, ADC, Bittree.
West Penn Wire

Multi-Media Furniture

AV Carts, Tables: Stand: Vaddio, Chief, Bretford, VFI, Luxor, Winsted

Display Mounts: Chief

Lecterns and Podiums: Da-Lite

Architectural Connection Panels: Crestron, Extron, Altinex,

Racks and Cabinets: Middle Atlantic

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

Answer: Onyx understands that individual University purchase orders will be issued for individual requirements on an “as needed” basis.

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

Answer: Onyx agrees to freight terms F.O.B. Destination/Pre-paid.

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

Design

Onyx AV’s sales process revolves around the client. Whether it’s a design/build or a bid project, we focus on understanding and meeting our client’s needs. We approach every project from a team perspective. When you contract Onyx your project will be engaged by sales designers, technical staff, operations, project management, installation and programmers. From concept through commissioning of your finished system, Onyx personnel will attend to every detail, assuring you of a finished product that provides the proper solution and exceeds your expectation.

The best systems implementation can only be achieved when there is a complete understanding between the contractor and the customer/end user with regard to the requirements and practical usage of the system in the “real world”. Prior to the commencement of any system installation, Onyx shall meet with the appropriate contract representative and/or the end user to discuss the intended purchase, and how the proposed system will be used, to determine and come to a mutual understanding on the process of the system installation, its components, and the systems functionality

System Standardization.

When designing, quoting, and installing systems Onyx will adhere to industry standards as well as all Buyer system and templates standards. Onyx understands any deviation in system design, equipment, or configuration from the Buyer’s standards must be pre-approved by the Buyer in advance.

Project Management, Installation/Integration, Commissioning and Closeout Standards

Effective project management is the foundation in the successful execution of any contract, especially one involving the development and support of complex, state-of-the-art audio, video, and integrated control systems. Our experience has demonstrated that the most effective management for such projects embodies highly qualified people working under straightforward lines of responsibility. We empower these individuals with commensurate authority to work with the owner or project manager to make and carry out decisions on-site. Onyx uses a simple but

effective management structure which emphasizes corporate commitment, planning, involvement and establishes responsive lines of authority, full accountability, stringent cost control, and open, productive relationships with our customers.

Specifically, Onyx will:

Project Management System. Onyx will use the Buyer's project management system to interface with the project unless no such system is available. Onyx will use the interface to manage items including but not limited to:

- Schedule
- Identify and manage Risk
- Store and retrieve project documents
- Communications
- Staging
- Commissioning
- Deliverables
- Punch lists

Strictly follow the schedule provided by the Buyer. Meeting schedules is a vital factor in controlling costs and maintaining quality. Onyx will conduct thorough preplanning of each task, using Gantt charts for schedule development and establishing critical project milestones. Using just-in-time procurement when applicable, we will schedule the arrival of materials as needed to support the installation. Personnel will be scheduled at the site to ensure that the proper combination of skills is available. Progress will be carefully tracked in accordance with the established schedule and milestones. Onyx will attend all related project meetings.

Designate a Project Manager. All projects will be formally managed by a full time, in-house employee whose primary role is project management. The project manager will be available to the Buyer at all times during the installation and be the point of contact person for the University. The project manager will 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 will be responsible for providing proof of performance, quality installation and that all equipment is accounted for as part of the official system sign-off. Sign-off must be obtained from the Contract Administrator or designee.

Designated a Lead Technician. The Lead Technician shall be on the job site at all times during the installation and shall act as the immediate contact person for the owner or its representative. The Lead Technician will be knowledgeable in all aspects of the installation as well as all industry and professional standards and practices. This person shall be empowered to make on-site decisions so as to not impact the installation schedule when minor changes and obstacles are encountered.

Installation, Fabrication, and Systems Integration. Onyx shall utilize its in-house staff of experienced, professional installation technicians for the performance of project installation. All

wiring runs, connectivity and structural mountings will be in accordance with professionally accepted industry standards. Full shop facilities including receiving, equipment staging and bonded storage, rack assembly, sub-system assembly, custom assembly, equipment testing and burn-in, flying rigging fabrication and staging are located in our Chesapeake, Richmond, and NORVA offices.

Provide design and engineering services. Onyx shall provide design services for the purpose of establishing proper equipment configuration and proven schematic drawings per plans and specifications.

Equipment acquisition. Once a Notice to Proceed has been issued, Onyx shall in turn, place orders to the appropriate manufacturers for the equipment specified. Equipment shall be stored in our warehouses.

Staging. Onyx will stage all new system integrations on the agreed upon date local to the Buyer to provide proof of performance.

Plan, track, and provide project cost control. One of the prime requirements for project management is to ensure that project costs are controlled within budget guidelines. Our planning and management will be geared to ensure we meet or exceed all requirements while minimizing the cost to the owner.

Ensure quality is maintained. Through the use of in process controls coupled with the commitment to a total quality management environment, Onyx successfully provides high quality services. In a fixed price environment, quality is paramount if costs are to be maintained.

Commissioning. The installed system will be fully tested 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.

Systems Training. Onyx will develop training manuals tailored to each specific installation, and in accordance with specified requirements. The manuals will contain a copy of all drawings used during the installation, a set of operational procedures, detailed warranty information with a list of contacts, Routine user-level maintenance requirements, and emergency telephone numbers and points of contact for technical assistance. At the conclusion of an installation, the Training Manual will be used to conduct system training for responsible personnel. The training will consist of detailed examination and discussion of the Training Manual followed by hands-on training with the systems in all modes.

The Contractor and the appropriate Owner representative work out specific training requirements. Periodic refresher training, or training for new personnel may be scheduled as needed.

Systems Documentation. Onyx employs a lead CAD technician professionally trained in all versions of AutoCAD. We are capable of plotting up to "E" size system drawings. In addition to drawings generated for the purpose of Submittals per specifications for design approval and/or construction, Onyx shall prepare and furnish site-specific "as-built" drawings, which will reflect changes and additions as recorded by the Project Manager. All documents requested will be provided per plans and specifications.

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

Answer: See Attachment C.

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

Answer:

Service Overview:

With over 20 years of industry-leading experience. Onyx AudioVisual is the premier source for all your audio visual needs. Our design and installations are backed up with a highly experienced team of technicians to respond to any service issues that may arise with your AV systems. Whether you are an existing customer or have issues with systems installed by others we can quickly respond and provide the proper and most cost effective direction.

It is the policy of Onyx to furnish a one (1) year warranty with all system installations. The warranty includes coverage of all equipment, cabling and installation labor included in the system. Also, dependent upon the type of system, we may include re-training sessions and scheduled preventative maintenance visits. Extended warranties are available at the time of purchase upon request.

Onyx is an authorized reseller for all the equipment manufacturer's products we offer and thus, all equipment is completely guaranteed and serviced by the manufacturer (OEM) in the event of failure due to a manufacturing defect that occurs during the warranty period. Onyx AV assumes responsibility to provide labor to remove, ship and reinstall the equipment for the duration of the system's warranty.

Service and support is provided during normal working hours (M-F 8:00AM - 5:00PM)

Place Service calls via email or phone call:

Toll Free Number: 1-800-766-2715

Email: support@OnyxAV.com

4-Hour Phone or Email Response

2-Business Day On-site Response

Upon receiving the support ticket Onyx AudioVisual will assess the problem, assign a technician, and inform the customer of the next steps. If possible, the assigned technician will attempt to work with you to fix the problem over the phone or email. Onyx AudioVisual will coordinate with the customer regarding ongoing repairs until they are complete. All activities will be performed based on industry best practices and in accordance with manufacturer recommendations. Services are performed by factory trained Field Engineers.

3. g. Address in detail the additional services listed in Section V.D. of the Statement of Needs that are offered. What, if any, are the costs associated with the services listed in Section V., Item D.2 and D.4.

Per Addendum 1 Requirement Changed to: 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.

Answer:

D.1. Onyx will provide professional on-site consultation, system design, installation, service and maintenance on the audio visual and multi-media products. Onyx understands 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.

D. 2. As may be agreed upon with the University, Onyx will organize and participate in technology shows. Onyx understands the purpose of the show is to present new products and provide information to University departments. There are no costs to the universities for these services.

3. Onyx will, when necessary, provide training to University departments on the operation of new equipment.

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

Answer: See Attachment D

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

Answer: Onyx can begin accepting orders immediately after award of contract. Onyx AudioVisual is currently a VASCUPP contract holder.

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

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

Yes X No

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

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

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

Yes X No

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

Onyx complies with Utilization of the words "should" or "may" in Section V, Statement of Needs indicates a non-mandatory requirement.

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

7.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.

Company History

Onyx AudioVisual, Inc. is a small business incorporated in the Commonwealth of Virginia. Established in 1987, Onyx AudioVisual, Inc. is recognized as one of the nation's leading audio/visual contractors providing professional audio/visual and multimedia systems integration.

Our in-house staff has the experience and capability to successfully perform major turnkey projects which require concept, design, engineering and installation, project management, training, and continuing maintenance. Onyx has completed projects in 19 different States, and as far away as the Republic of Korea, demonstrating our ability to bring our unique solutions to customers anywhere. We set the highest standards for performance, reliability, and practicality. Our team of expert's works to keep pace with current technology, offering our customers state of the art innovative solutions tailored to meet requirements for professional multimedia and sound reinforcement systems. The systems we integrate and install are backed by the company's dedication to meticulous customer service.

Core Business

Onyx Audio Visual is a full service Audio-Video and Control Systems Integration Contractor providing state-of-the-art multimedia presentation systems. We have extensive and relevant experience in the design, engineering, installation and integration of highly complex systems.

Primary Markets

- Federal, State, & Local Government Agencies
- Corporate Enterprise
- Educational Institutions
- Houses of Worship
- Executive Conference Rooms
- Training Rooms
- Videoconferencing Suites
- Briefing Rooms
- Performing Arts Centers

Core Disciplines

- Voice Lift & Sound Reinforcement Systems
- Audio & Video Systems Integration
- Projection Systems
- Custom Control Systems
- Video Conferencing Systems
- Web Conferencing Systems
- Discussion & Audio Conferencing Systems
- Digital Signage
- Video Walls
- Sound Masking Systems
- AutoCad Engineering and Acoustical Modeling Services

Contract Vehicles

- GSA: GS-35F-0086W
- VASCUPP: 4394459JC-10

Comparable Accounts / References

College of William and Mary
Dave Shantz
Tech Support Engineer
Classroom Support/IT
200 Ukrop Way 218 Jones Hall
Williamsburg VA 23185
dhshan@wm.edu
757-221-1735 office

Working with the "Classroom and Lab Support", Onyx installed 32 classroom AV systems in the newly built ISC3 building. The classrooms have various levels of AV systems from a flat panel with a passive wall plate to fully integrated classroom AV system with dual projection, dual camera VTC, web conferencing with voice pick-up. The Onyx Crestron control code has become the standard code used throughout the campus on all newly installed classroom systems. The building features a 300 seat auditorium with three 12K laser projectors in a left/right or center 217" diagonal projected image arrangement. Onyx tries to apply a consistent design approach that affords the easy adaptation of these systems as instructors transition from classroom to classroom

University of Mary Washington
Jeff Pugh
Classroom & Lab Technology Manager
IT Support Services
1301 College Ave
Fredericksburg Va 22401
jpugh3@umw.edu
(540) 654-2274

Working with the "Classroom and Lab Technology Division", Onyx installed six classroom audio video system over the last 12 months. These classrooms installed by Onyx have become the "standard" classroom system throughout the University of Mary Washington. These standard systems include a Epson projector, Crestron DM switcher, 7" Crestron touch panel, Epson document camera, Samsung DVD along with other various video inputs.

Onyx installed 30 classroom AV system in the newly remodeled Mercer and Woodard buildings. These AV system use the same equipment listed above. The Onyx Crestron control code has become the standard code that the college uses throughout the campus on all newly installed classroom systems.

Christopher Newport University
Eric "Ketch" Kelly
Audio Engineer
Ferguson Center for the Arts
1 Ave of the Arts
Newport News Va 23606
Eric.Kelly@cnu.edu
757-594-7398 office

Onyx currently supports CNU's the Ferguson Center for the Arts with full audio and video system support to include support of a Lifesize server for recording and streaming events to the campus.

The Tidewater Community College Roper Performing Arts Center
Paul Lasakow
Executive Director
340 Granby Street
Norfolk, VA 23510
[757-822-1452](tel:757-822-1452)
plasakow@tcc.edu

Onyx installed a new left and right small format concert line array sound system utilizing Nexo speakers and power amplifiers. Arrays consisted of 8 boxes per side hung on a custom bracket below the proscenium. New power amplifiers were also installed in the equipment rack to support the new line array speakers. Upon completion we professionally set up and balanced the levels and room equalization.

Onyx updated the video switching system with a new seamless video switcher, and controller Integrated a new Apple MacPro into system for both audio and video uses. Updated back of house video monitoring system with a new HD camera and displays.

- 7.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.

Answer: See Attachment E – Technicians Certifications

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

Allen Cail will be the single point of contact for the VASCUPP Institutions for sales, support, and problem resolution. His contact information is:

Allen Cail
acail@onyxav.com
Office Phone: 757-436-6116 ext 124
Cell Phone 757-754-6107

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

Answer: Onyx currently has in place a maintenance contract with the College of William and Mary for the Sessions Room Maintenance Agreement. This contract allows for priority service when and if issues arise regarding their audio visual equipment.

7.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/>

George Mason University	\$0.00
James Madison University	\$0.00
Old Dominion University	\$14,970.00
Longwood University	\$0.00
Radford University	\$0.00
University of Virginia	\$0.00
Virginia Commonwealth University	\$12,759.00
University of Mary Washington	\$824,145.00
Virginia Military Institute	\$0.00
Virginia Tech	\$0.00
William and Mary	\$1,405,304.00

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

Answer: Yes. Onyx agrees.

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

Yes X No

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

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.

Answer: Onyx AudioVisual is a small business. The DSBSD CERTIFICATION number for Onyx is 008415.

11. Method of Payment

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

See Appendix II of this RFP.

APPENDIX II INVOICING AND PAYMENT

Invoicing:

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

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

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

Payment:

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

Payment Methods

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

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

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

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

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

Contractor must indicate the method of payment selected:

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

Invoicing and Payment Method Acknowledgement:

Signature: _____
Name Printed: Paul Miller
Title: Controller
Name of Firm: Onyx AudioVisual
Date: November 10, 2016

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

Name of the individual: Paul Miller
Title: Controller
Mailing address: 800A Principal Court
Chesapeake, VA 23320
Email address: pmiller@onyxav.com
Phone number: 757-436-6116
Fax number: 757-436-5526

**ATTACHMENT A
ONYX AUDIOVISUAL
VASCUPP DISCOUNT FROM LIST PRICE**

Product Category	Manufacturer	Discount %
Broadcast Television Equipment	AKG Acoustics	25.00%
Broadcast Television Equipment	Analog Way, Inc.	16.00%
Broadcast Television Equipment	Blackmagic Design USA	5.00%
Broadcast Television Equipment	Blonder Tongue Laborator	15.00%
Broadcast Television Equipment	Bosch - Telex	25.00%
Broadcast Television Equipment	Bosch- EV	25.00%
Broadcast Television Equipment	Clear-Com Intercom System	13.00%
Broadcast Television Equipment	Clockaudio North America	23.00%
Broadcast Television Equipment	Contemporary Research	13.00%
Broadcast Television Equipment	Countryman Associates	20.00%
Broadcast Television Equipment	Crestron Electronics	38.00%
Broadcast Television Equipment	Extron Electronics	25.00%
Broadcast Television Equipment	Liberty Wire & Cable	25.00%
Broadcast Television Equipment	Marshall Electronics	15.00%
Broadcast Television Equipment	Panasonic	5.00%
Broadcast Television Equipment	Pro Co Sound, Inc.	20.00%
Broadcast Television Equipment	Roland Systems Group	5.00%
Broadcast Television Equipment	Shure Incorporated	20.00%
Broadcast Television Equipment	Sony	5.00%
Broadcast Television Equipment	Vaddio	18.00%
Broadcast Television Equipment	Whirlwind	9.00%
Broadcast Television Equipment	Any Other Not Listed	5.00%

Product Category	Manufacturer	Discount %
Multimedia Presentation Equipment	Acoustical Solutions Inc	10.00%
Multimedia Presentation Equipment	AKG Acoustics	25.00%
Multimedia Presentation Equipment	Allen & Heath	15.00%
Multimedia Presentation Equipment	Altinex	17.00%
Multimedia Presentation Equipment	AMX Corporation	39.00%
Multimedia Presentation Equipment	Analog Way, Inc.	16.00%
Multimedia Presentation Equipment	Anchor Audio Inc.	18.00%
Multimedia Presentation Equipment	Ashly Audio Inc.	28.00%
Multimedia Presentation Equipment	Atlas Sound	28.00%
Multimedia Presentation Equipment	Atlona Technologies	20.00%
Multimedia Presentation Equipment	Attero Tech	25.00%
Multimedia Presentation Equipment	Audio Technica US Inc.	25.00%
Multimedia Presentation Equipment	Audix Corporation	20.00%
Multimedia Presentation Equipment	Aurora Multimedia	20.00%
Multimedia Presentation Equipment	Aviom, Inc.	10.00%
Multimedia Presentation Equipment	Bag End Loudspeakers, USA	28.00%
Multimedia Presentation Equipment	Biamp Systems	20.00%
Multimedia Presentation Equipment	Blackmagic Design USA	5.00%
Multimedia Presentation Equipment	Blonder Tongue Laborator	15.00%

Attachment A (Continued)

Multimedia Presentation Equipment	Bosch - Telex	25.00%
Multimedia Presentation Equipment	Bosch- EV	25.00%
Multimedia Presentation Equipment	BrightSign	10.00%
Multimedia Presentation Equipment	BSS Audio USA	35.00%
Multimedia Presentation Equipment	BTX	15.00%
Multimedia Presentation Equipment	Cables-To-Go	25.00%
Multimedia Presentation Equipment	Cambridge Sound Management	10.00%
Multimedia Presentation Equipment	Chief Manufacturing	18.00%
Multimedia Presentation Equipment	Clear-Com Intercom Syste	13.00%
Multimedia Presentation Equipment	ClearOne	10.00%
Multimedia Presentation Equipment	Clockaudio North America	23.00%
Multimedia Presentation Equipment	Community Professional Loudspeaker	18.00%
Multimedia Presentation Equipment	Contemporary Research	13.00%
Multimedia Presentation Equipment	Countryman Associates	20.00%
Multimedia Presentation Equipment	Crestron Electronics	38.00%
Multimedia Presentation Equipment	Crown International	35.00%
Multimedia Presentation Equipment	Da-Lite Screen Co., Inc.	18.00%
Multimedia Presentation Equipment	Danley Sound Labs	18.00%
Multimedia Presentation Equipment	Dataton Watchout	5.00%
Multimedia Presentation Equipment	DBX Professional Product	20.00%
Multimedia Presentation Equipment	Denon/Marantz	16.00%
Multimedia Presentation Equipment	Digital Projection, Inc.	15.00%
Multimedia Presentation Equipment	dnp North America	20.00%
Multimedia Presentation Equipment	DPA Microphones, Inc.	5.00%
Multimedia Presentation Equipment	Draper, Inc.	18.00%
Multimedia Presentation Equipment	Eastern Acoustic Works	18.00%
Multimedia Presentation Equipment	Exact Furniture Ltd.	18.00%
Multimedia Presentation Equipment	Extron Electronics	25.00%
Multimedia Presentation Equipment	FSR, Inc.	10.00%
Multimedia Presentation Equipment	Furman Sound, Inc.	22.00%
Multimedia Presentation Equipment	Gator Cases	30.00%
Multimedia Presentation Equipment	HSA Roll Tops	20.00%
Multimedia Presentation Equipment	Infocus	10.00%
Multimedia Presentation Equipment	Innovox Audio LLC	25.00%
Multimedia Presentation Equipment	Intelix	16.00%
Multimedia Presentation Equipment	JBL Professional	25.00%
Multimedia Presentation Equipment	K-array American	25.00%
Multimedia Presentation Equipment	Kramer Electronics USA	15.00%
Multimedia Presentation Equipment	LabGruppen	10.00%
Multimedia Presentation Equipment	LG Flat Panels	5.00%
Multimedia Presentation Equipment	Liberty Wire & Cable	25.00%
Multimedia Presentation Equipment	Lifesize - Hardware	10.00%
Multimedia Presentation Equipment	Lifesize - Lifesize Software Assurance and Branded Support Services	0.00%
Multimedia Presentation Equipment	Listen Technologies Corp	15.00%
Multimedia Presentation Equipment	Lowell Manufacturing Co	10.00%
Multimedia Presentation Equipment	Marshall Electronics	15.00%

Attachment A (Continued)

Multimedia Presentation Equipment	Mersive Technologies, Inc.	10.00%
Multimedia Presentation Equipment	Midas Consoles North America	18.00%
Multimedia Presentation Equipment	Middle Atlantic Products	11.00%
Multimedia Presentation Equipment	Mystery Electronics	20.00%
Multimedia Presentation Equipment	NEC Technologies, Inc. (Flat Panels)	20.00%
Multimedia Presentation Equipment	NEC Technologies, Inc. (Projectors)	20.00%
Multimedia Presentation Equipment	Panasonic (Flat Panels)	5.00%
Multimedia Presentation Equipment	Panasonic (Projectors)	25.00%
Multimedia Presentation Equipment	Peavey	10.00%
Multimedia Presentation Equipment	Planar Systems, Inc. (Video Walls)	5.00%
Multimedia Presentation Equipment	Polycom - Branded MAInetance Contracts , Installation, and Support	0.00%
Multimedia Presentation Equipment	Polycom - Hardware	15.00%
Multimedia Presentation Equipment	Pro Co Sound, Inc.	20.00%
Multimedia Presentation Equipment	QSC, LLC	12.00%
Multimedia Presentation Equipment	Radio Design Labs	12.00%
Multimedia Presentation Equipment	Rane Corporation	20.00%
Multimedia Presentation Equipment	RapcoHorizon Company	5.00%
Multimedia Presentation Equipment	RCF USA, Inc.	20.00%
Multimedia Presentation Equipment	Renkus-Heinz, Inc.	20.00%
Multimedia Presentation Equipment	RGB Spectrum	15.00%
Multimedia Presentation Equipment	Roland Systems Group	5.00%
Multimedia Presentation Equipment	Samsung	10.00%
Multimedia Presentation Equipment	Sharp Electronics Corp.	25.00%
Multimedia Presentation Equipment	Shure Incorporated	20.00%
Multimedia Presentation Equipment	SKB Cases	15.00%
Multimedia Presentation Equipment	Sony Electronics, Inc. (Flat Panels)	5.00%
Multimedia Presentation Equipment	Sony Electronics, Inc. (Projectors)	15.00%
Multimedia Presentation Equipment	Soundcraft	20.00%
Multimedia Presentation Equipment	SoundTube Entertainment	5.00%
Multimedia Presentation Equipment	Stewart Filmscreen Corp.	10.00%
Multimedia Presentation Equipment	SunBriteTV	5.00%
Multimedia Presentation Equipment	SurgeX	15.00%
Multimedia Presentation Equipment	Symetrix Inc.	17.00%
Multimedia Presentation Equipment	Tannoy	20.00%
Multimedia Presentation Equipment	Tascam	17.00%
Multimedia Presentation Equipment	Technomad Associates, LLC	15.00%
Multimedia Presentation Equipment	Tightrope Media Systems	5.00%
Multimedia Presentation Equipment	Toner Cable Equipment	10.00%
Multimedia Presentation Equipment	Ultimate Support Systems	20.00%
Multimedia Presentation Equipment	Vaddio	18.00%
Multimedia Presentation Equipment	Audio Visual Furniture Int'l	35.00%
Multimedia Presentation Equipment	Vutec Corporation	15.00%
Multimedia Presentation Equipment	West Penn Wire Corp.	10.00%
Multimedia Presentation Equipment	Whirlwind	9.00%
Multimedia Presentation Equipment	WolfVision USA East, Inc	16.00%
Multimedia Presentation Equipment	Yamaha Corp of America	12.00%

Attachment A (Continued)

Multimedia Presentation Equipment	Any Other Not Listed	5.00%
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Product Category	Manufacturer	Discount %
Multimedia Development Equipment	Blackmagic Design USA	5.00%
Multimedia Development Equipment	BrightSign	10.00%
Multimedia Development Equipment	Dataton Watchout	5.00%
Multimedia Development Equipment	Roland Systems Group	5.00%
Multimedia Development Equipment	Tightrope Media Systems	5.00%
Multimedia Development Equipment	Any Other Not Listed	5.00%

Product Category	Manufacturer	Discount %
Satellite Transmitting and Receiving Equipment	Toner Cable Equipment	10.00%
Satellite Transmitting and Receiving Equipment	Any Other Not Listed	5.00%

Product Category	Manufacturer	Discount %
Teleconferencing and Communication Equipment	Biamp Systems	20.00%
Teleconferencing and Communication Equipment	Bosch - Telex	25.00%
Teleconferencing and Communication Equipment	ClearOne	10.00%
Teleconferencing and Communication Equipment	Lifesize - Hardware	10.00%
Teleconferencing and Communication Equipment	Lifesize - Lifesize Software Assurance and Branded Support Services	0.00%
Teleconferencing and Communication Equipment	Listen Technologies Corp	15.00%
Teleconferencing and Communication Equipment	Polycom - Branded Maintenance Contracts , Installation, and Support	0.00%
Teleconferencing and Communication Equipment	Polycom - Hardware	15.00%
Teleconferencing and Communication Equipment	Any Other Not Listed	5.00%

Product Category	Manufacturer	Discount %
Computer Presentation Equipment - Streaming and Webcasting	AMX Corporation	39.00%
Computer Presentation Equipment - Streaming and Webcasting	Analog Way, Inc.	16.00%
Computer Presentation Equipment - Streaming and Webcasting	Atlona Technologies	20.00%
Computer Presentation Equipment - Streaming and Webcasting	Attero Tech	25.00%
Computer Presentation Equipment - Streaming and Webcasting	Aurora Multimedia	20.00%
Computer Presentation Equipment - Streaming and Webcasting	Blackmagic Design USA	5.00%
Computer Presentation Equipment - Streaming and Webcasting	Blonder Tongue Laborator	15.00%
Computer Presentation Equipment - Streaming and Webcasting	BrightSign	10.00%
Computer Presentation Equipment - Streaming and Webcasting	BTX	15.00%
Computer Presentation Equipment - Streaming and Webcasting	Contemporary Research	13.00%
Computer Presentation Equipment - Streaming and Webcasting	Crestron Electronics	38.00%
Computer Presentation Equipment - Streaming and Webcasting	Dataton Watchout	5.00%
Computer Presentation Equipment - Streaming and Webcasting	Extron Electronics	25.00%
Computer Presentation Equipment - Streaming and Webcasting	Kramer Electronics USA	15.00%
Computer Presentation Equipment - Streaming and Webcasting	Lifesize - Hardware	10.00%
Computer Presentation Equipment - Streaming and Webcasting	Lifesize - Lifesize Software Assurance and Branded Support Services	0.00%
Computer Presentation Equipment - Streaming and Webcasting	Mersive Technologies, Inc.	10.00%
Computer Presentation Equipment - Streaming and Webcasting	Polycom - Branded Maintenance Contracts , Installation, and Support	0.00%
Computer Presentation Equipment - Streaming and Webcasting	Polycom - Hardware	15.00%

Attachment A (Continued)

Computer Presentation Equipment - Streaming and Webcasting	Radio Design Labs	12.00%
Computer Presentation Equipment - Streaming and Webcasting	RGB Spectrum	15.00%
Computer Presentation Equipment - Streaming and Webcasting	Tightrope Media Systems	5.00%
Computer Presentation Equipment - Streaming and Webcasting	Toner Cable Equipment	10.00%
Computer Presentation Equipment - Streaming and Webcasting	Vaddio	18.00%
Computer Presentation Equipment - Streaming and Webcasting	Any Other Not Listed	5.00%

Product Category	Manufacturer	Discount %
Broadband Distribution Equipment	Blackmagic Design USA	5.00%
Broadband Distribution Equipment	Blonder Tongue Laborator	15.00%
Broadband Distribution Equipment	Contemporary Research	13.00%
Broadband Distribution Equipment	Crestron Electronics	38.00%
Broadband Distribution Equipment	Extron Electronics	25.00%
Broadband Distribution Equipment	Toner Cable Equipment	10.00%
Broadband Distribution Equipment	West Penn Wire Corp.	10.00%
Broadband Distribution Equipment	Any Other Not Listed	5.00%

Product Category	Manufacturer	Discount %
Multimedia Furniture	Acoustical Solutions Inc	10.00%
Multimedia Furniture	Chief Manufacturing	18.00%
Multimedia Furniture	Da-Lite Screen Co., Inc.	18.00%
Multimedia Furniture	Draper, Inc.	18.00%
Multimedia Furniture	Exact Furniture Ltd.	18.00%
Multimedia Furniture	Extron Electronics	25.00%
Multimedia Furniture	HSA Roll Tops	20.00%
Multimedia Furniture	Audio Visual Furniture Int'l	35.00%
Multimedia Furniture	Any Other Not Listed	5.00%

Labor Category	Per Hour Rate
Senior Designer	\$125.00
Designer	\$100.00
Installation	\$75.00
Project Management	\$85.00
Programmer	\$100.00
Service Technician	\$85.00
Training	\$85.00

Onyx AudioVisual Rental Price List

Item Name	Price Per Day Per Unit	Item Description
Wireless		
Shure UHF-R Receivers	\$50	Wireless Receivers UR4 Dual Channel Diversity Receiver
Shure UHF-R Transmitters (belt packs includes lavalier)	\$50	UR1 transmitter is a compact body pack, constructed of lightweight metal to be exceptionally unobtrusive and abuse-resistant.
Shure UHF-R Transmitters (hand holds w/ 58 or 87 caps)	\$50	UR2 handheld transmitters boast a rugged, lightweight construction and an antenna design which advances RF transmission reliability.
Countryman B3 Lavalier microphones	\$50	Equipped with Shure belt pack connector, Black, Omni directional
Countryman E6 Headworn microphones	\$50	Equipped with Shure belt pack connector, Tan, Worn around the ear, Omni directional
Shure 184 Lavalier Microphone	\$50	Equipped with shure belt pack connector, Black, Cardioid
Wired Microphones		
Shure SM 58	\$35	Vocal Microphone
Shure Beta 87	\$35	Vocal Microphone / Condenser
Shure SM 57	\$35	Instrument Microphone
Shure Beta 52	\$35	Low Frequency microphone (kick drum)
Shure Beta 98 (drum clamps wireless capable)	\$40	Mini Condenser instrument microphone
Shure WB98 H/C	\$40	Mini Condenser instrument microphone
Shure Beta 56	\$35	Instrument Microphone
Shure Beta 91	\$35	Low Frequency microphone (kick drum)
Shure SM 81	\$35	Condenser Microphone
Sennheiser 609	\$35	Instrument Microphone
Sennheiser ME-40	\$35	Condenser Microphone
Sennheiser 421	\$35	Cardioid Dynamic with Five Position Bass ROLLOFF
Crown SASS Mic	\$60	Stereo condenser microphone
Crown PCC 160	\$35	Zone Microphone
AKG 535	\$35	Condenser Instrument Microphone
AKG C414	\$40	condenser microphone offers 9 pickup patterns
AKG 460	\$35	Condenser Microphone
AKG C2000	\$40	Condenser mic, Cardioid pattern precision capsule
EV 408		
Mixing Consoles (digital)		
Yamaha M7CL-32	\$300	32 mono inputs 4 stereo inputs 16 omni outputs total of 40 mixing channels available
Yamaha LS9-16	\$250	16 mono inputs 2 stereo inputs 8 omni outputs total of 20 mixing channels available equipped with digital interface to bring up to 24 mono input channels
Yamaha O1V	\$100	24 input channels, including 16 built-in analog inputs
Roland M-400 V-Mixer	\$200	48 Channel + 18 Buses + 8 Matrix
Mixing Consoles (analog)		
Soundcraft MH4	\$300	56 mono inputs + 4 stereo inputs + 12 aux buses + 16 monitor buses
Yamaha PM3000	\$200	40 channel + 8 aux sends + 8 groups + 8 VCA's
Allen & Heath GL4	\$150	24 Channel + 10 aux sends + 8 audio groups
Allen & Heath Mix Wizard 16:2	\$150	16 channel + 6 aux sends + onboard digital FX
Mackie 1620	\$75	16-channel premium analog mixer with integrated 24-bit/96kHz FireWire I/O

Attachment B (Continued)

Mackie 1202	\$50	12 channel mixer + 2 aux sends + left and right
Mackie 8085 FR Powered Mixer	\$50	8 channel powered mixer with onboard FX
Yamaha MG102c 10 channel	\$40	10 inputs, 4 mic inputs + 4 stereo line inputs + 1 aux send, built in channel dynamics.
Shure Auto Mixers	\$40	4 channel auto mixer w/ phantom power +48v
Audio Snake Systems		
Roland S-4000 digital snake system	\$400	32 inputs 8 outputs (stage box) 32 outputs 8 inputs via AES to XLR adaptors (front of house unit) equipped with controller and Cat-5e cable
Roland 1608 digital snake system	\$250	Equipped with 1608 front of house unit, 1608 stage unit, Cat-5e cable, and HA and +48v controller
Analog 40 channel snake	\$100	Up to 40 input channels with attached XLR fan-out.
Analog 16 channel snake	\$75	Up to 16 channels on input 4 output channels
Loudspeakers / Subwoofers		
Nexo Geo S805 series vertical line array speaker	\$50	Tangent line array system, driver capable of 80 or 120 degrees of dispersion
Nexo Geo S830 series vertical line array speaker	\$50	Downfill speaker for bottom of array also available 80 or 120 degrees
Nexo CD12 subwoofers	\$75	Dual 12" subwoofers per box
Nexo PS8 series loudspeaker	\$75	Small profile loudspeaker
QSC HPR122i loudspeaker	\$50	12" 2-way Powered Multipurpose Loudspeaker
QSC HPR181i subwoofer 18	\$50	18" Powered Subwoofer
QSC HPR152i loudspeaker	\$50	15" 2-way Powered Loudspeaker
QSC WL218 subwoofers	\$125	Dual 18" subwoofers per box
Mackie Fussion 3000 (Mains)	\$75	Active, high-output, wide dispersion 3-way system
Mackie 1800s Fussion 3000 (Subs)	\$75	18" active subwoofer
EV SX300	\$50	Passive 12" loudspeakers on stands
EV SX500	\$50	Passive 15" loudspeakers on stands
Stage Monitors		
EV T221M	\$75	12" passive Bi-amped stage monitors
Meyer UM1-P	\$100	12" self powered stage monitors
Amplifiers / Processors		
Nexo NX242 Digital TDController	\$150	Processors for Nexo systems
Nexo NX241 Digital TD Controller	\$150	Processors for Nexo systems
QSC PL380 Amplifier	\$200	8000 Watt stereo amplifier
QSC Power Light 6.0 II	\$150	6000 Watt stereo amplifier
QSC MX 1500	\$100	1500 Watt stereo amplifier
QSC MX 700	\$100	700 Watt stereo amplifier
BSS Soundweb DSP	\$100	Digital Signal Processor
Flat screens		
19" Computer Monitor	\$100	VGA / DVI inputs (table stand)
Akai LCT26Z4AD	\$150	26" LCD HD TV with built in DVD player (table stand)
Revolution S32LTD	\$200	32" LCD HD TV with attached speakers (table stand)
Panasonic TH-50PE700U	\$350	50" Plasma HD TV with SD card slot (table stand)
Samsung 520dx	\$350	52" LCD HD TV with video wall capability
Flat screen Accessories		
Chief Rolling Stand	\$100	For 32" - 52" displays adjustable from 4' -6'
Chief Stationary Stand	\$100	For 32" - 52" displays adjustable from 4' -7'
Chief dual side by side TV mount	\$75	For 32" - 52" displays
Chief truss mount clamps TPK4 (1" - 2")	\$50	Mounts TV's to trussing or pipe structure 1" - 2" in diameter
Chief truss mount clamps TPK5 (2" - 3")	\$50	Mounts TV's to trussing or pipe structure 2" - 3" in diameter
Projection Screens		
3X4 "Pop-Up" screen	\$40	Front projection only adjustable between 3' and 6' tall
8X8 "Roll-Up" tripod screen	\$50	Front projection only
6X8 Fast fold screen	\$75	Front projection only
7.5X10 Fast fold screen	\$90	Front or rear projection
9X12 Fast fold screen	\$125	Front or rear projection
10.5X14 Fast fold screen	\$150	Front or rear projection
Projection Screen Accessories		
Black Skirt (for any size screen)	\$0	Included in price of screen rental

Attachment B (Continued)

Full black dress kit for 9X12 fast fold screen	\$100	Black border around all 4 sides of screen
Projectors		
Sanyo XP57	\$500	5500 lumen projector
Sanyo XP46	\$400	4100 lumen projector
Data Projectors	\$300	2000 lumen projector
Overhead Transparency Projector	\$50	
Elmo slide projector	\$50	Carousel slide projector
Video Switchers, Scalers, Scan Converters, and Distribution		
Extron 5-wire DA	\$75	Splits 5-wire BNC signal to 2 different sources
EZ VGA cables	\$20	Turns 5-wire BNC into VGA adaptor
Extron VGA DA	\$75	Splits VGA signal to 6 different sources
Extron Composite DA	\$50	Splits composite signal to 4 different sources
Extron DVS 150 (digital video scaler)	\$100	Scales down component signal to composite
Extron VSC 700 (video scan converter)	\$100	Converts VGA or component signal to composite
Extron SW4 VGA Switcher	\$75	1 Output 4 input (VGA only) switcher box
Roland V440HD Video Switcher	\$400	Equipped in rack with preview and program monitors HD inputs include component and VGA. SD inputs include single BNC. Outputs: component, VGA and composite
Video Cameras and devices		
Canon XL-H1A camcorder	\$350	High Definition MiniDV Camcorder
Digital Video Camcorder	\$200	Standard definition MiniDV camcorder
DVD Player	\$60	DVD Player
CD Player	\$35	CD Player
DVD Recorder	\$100	DVD +-R
VCR (VHS)	\$30	VHS Player
Blank Tapes and DVD's	N/A	Available for purchase only
Misc. A/V		
Easel	\$20	
Flip Chart Pad	\$20	
Marker Set (for flip chart)	\$10	
Wireless power point remote w/ laser pointer	\$30	
54" A/V cart w/ drape	\$25	
32" A/V cart w/ drape	\$15	
Press Mult	\$50	1 input, 12 outputs
Laptop Computer	\$150	Equipped with office 2003 or later
Lighting		
Source 4 Leko's	\$75	Source 4 750 watt
Source 4 Par Can's	\$75	Source 4 500 watt par can lighting
Par 38 cans	\$35	Par 38 cans for uplighting backdrops, walls, etc.
Illuminarc LED lighting fixtures	\$50	LED lighting for uplighting, energy efficient, no heat
Lightronics 16 channel lighting console	\$40	Lighting controller up to 16 channels
Lightronics 4 channel dimmers	\$25	4 channel dimmers
Rigging Equipment		
Genie Superlift ST25	\$75	24' max height holds up to 650 lbs.
Genie Superlift ST24	\$50	24' max height holds up to 650 lbs.
Spansets	N/A	Various sizes and lengths available
Shackles	N/A	Various sizes available
Trussing 10' pieces	\$50	
Personnel Rates		
	Rate /hr	Description of work performed
Camera Operator	\$65 /hr	Broadcast quality camera operator
Projectionist	\$95 /hr	Takes care of all aspects that are projector related; source hookups, adjusting resolutions, and other general projection duties
Rental Technician I	\$65 /hr	To setup and troubleshoot any and all technical equipment
Rental Technician II	\$45 /hr	To assist A/V Technician I
Production Manager	\$70 /hr	To advance shows working along side clients and artists to make sure show runs properly
Video Packages		

Attachment B (Continued)

Small meeting room package (meeting suites)	\$450	Includes: (1) 8X8 trifold screen; (1) 2000 lumen data projector; (1) A/v Cart w/ skirt; (1) VGA Cable; (1) Extension Cord 25'; (1) Wired Microphone tied into house system;
Large meeting room package 1 (Ballrooms)	\$1,000	Includes: (1) 9X12 fast fold screen FP or RP; (1) Sanyo XP57 projector; (1) A/V cart w/ skirt; (1) VGA Cable; (1) Wireless microphone tied into the house system; (1) Extension cords as needed
Large meeting room package 2 (Ballrooms)	\$2,000	Includes: (2) 9X12 fast fold screens FP or RP; (2) Sanyo XP57 projectors; (2) A/V Carts w/ skirts; (1) VGA splitter; (3) VGA cables; (1) Wireless microphone for speech tied into house system;
Large meeting room package 3 (Ballroom / Exhibit Hall)	\$2,250	Includes (2) 10.5X14 fast fold screens FP or RP; (2) Sanyo XP57 projectors; (2) A/V carts w/ skirts; (1) VGA splitter; (3) VGA cables; (1) Wireless microphone tied into house sysem; (1) Laptop; (1) Power Point remote; (1) Extension cords as needed.
Large meeting room with IMAG	\$3,000	Includes (2) 10.5X14 fast fold screens FP or RP; (2) Sanyo XP57 projectors; (2) A/V carts w/ skirts; (1) VGA splitter; (3) VGA cables; (1) Wireless microphone tied into house sysem; (1) Laptop; (1) Power Point remote; (1) Extension cords as needed. (1) Broadcast quality camera w/ tripod; (1) HD Switcher to switch between sources.

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

EXPIRES ON
06-30-2017

9960 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

NUMBER
2705021258

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ESC FAS

ONYX TECHNICAL SERVICES INC
ONYX AUDIO VISUAL
800 PRINCIPAL COURT
#A
CHESAPEAKE, VA 23320-3639



Jay W. DeBorja
Jay W. DeBorja, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

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

(POCKET CARD)

COMMONWEALTH OF VIRGINIA
CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS ESC FAS
NUMBER: 2705021258 EXPIRES: 06-30-2017

ONYX TECHNICAL SERVICES INC
ONYX AUDIO VISUAL
800 PRINCIPAL COURT
#A
CHESAPEAKE, VA 23320-3639



(fold)

(DETACH HERE)

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
9960 Mayland Dr., Suite 400, Richmond, VA 23233

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Onyx AudioVisual

Attachment D

Quotation# **023339**

800-A Principal Court
 Chesapeake, VA 23320
 Phone: (757) 436-6116 Fax: (757) 436-5526

Account ID VCU	Contact	
Customer PO None	Telephone (804) 916-3223	Facsimile (804) 342-7611

Bill To:

Ship To:

Virginia Commonwealth University
 Accounts Payable and Support Services
 P.O. Box 980327
 Richmond, VA 23298-0327

Virginia Commonwealth University
 912 W Grace St.
 5th Floor
 Richmond, VA 23284-0327

Special Order Drop Ship

Quote Date 11/09/2016	Comments SAMPLE VASCUPP QUOTE		Special Instructions			Terms NET 30
Ship Via UPS GROUND	Date Required 11/09/2016	FOB Chesapeake, VA	Prepared By PM	Order#	Salesperson Allen Cail	
Quantity	Item#	Description			Price	Total
1 EACH	PAN-PT-DW750WU	Panasonic 1DLP, 7000 Lumens, WXGA (1280x800), Standard Lens, Digital Link, White VASCUPP Contract Discount - 25%			\$7,124.25	\$7,124.25
1 EACH	CH-VCMU	Chief HD Projector Mount, Universal VASCUPP Contract Discount - 18%			\$377.20	\$377.20
4 HR	ONYX-INSTALL LABOR	Install Labor			\$75.00	\$300.00
1 EACH	VASCUPP	VASCUPP Audio Visual Term Contract VASCUPP Contract Number 4394459JC-10 Delilivry lead time is 10 days after receipt of order.			\$0.00	\$0.00

Comments

This Quotation is good for 30 days from the date listed above. Please call with any questions!

Sub Total	\$7,801.45
EXMT 0% Tax	\$0.00
Freight	\$0.00
Grand Total	\$7,801.45
Deposit	\$0.00
Balance	\$7,801.45

Approved By: _____ Date _____

Attachment E

Manufacturer	Certification / Course Schedule	Employee
AMX	Programmer I	Jeff Hathaway
AMX	Programming 1 Certification	John Hopkins
AutoCAD	AutoCAD	Jeff Hathaway
AutoCAD	AutoCAD	Scott Lambroff
AutoCAD	AutoCAD 2006	Jeff Hathaway
AutoCAD	AutoCAD Level II / AutoCAD 2000, AutoCAD 2005, AutoCAD 2006	Tom Scott
AutoPatch	Certification	Scott Lambroff
Barco	Transform N - Certified Specialist	John Hopkins
Biamp	Audia Systems	Jeff Hathaway
Biamp	TesiraFORTE	Scott Lambroff
Biamp	VoIP Certification - Level 1	Scott Lambroff
Biamp	Tesira Certification	Bill Disney
Biamp	Tesira Certificate	Bob Hoffman
Biamp	VoIP Level 1	John Hopkins
BSEE	Bachelors' of Science, Electrical Engineer, ODU	Kevin Austin
BSEE	Bachelors' of Science, Electrical Engineer, VT, 1994	Scott Lambroff
Chief	Certified Partner	Allen Cail
Chief	Certified Partner	Michelle McEwen
Chief	Certified Partner	Richard Banus
Chief	Automated Classroom Install	Richard Banus
Chief	Automated Classroom Product	Richard Banus
Chief	Company Overview Course	Richard Banus
Chief	Install Track - Control Room	Richard Banus
Chief	Install Track - Corporate Vertical	Richard Banus
Chief	Install Track - Digital Signage Vertical	Richard Banus
Chief	Install Track - Education Vertical	Richard Banus
Chief	Install Track - House of Worship Vertical	Richard Banus
Chief	Install Track - Residential Vertical	Richard Banus
Chief	Install Track - Training Room	Richard Banus
Chief	Product Track - Control Room	Richard Banus
Chief	Product Track - Education 2	Richard Banus
Crestron	Shading Solutions - Designer	Allen Cail
Crestron	DMC-D	Allen Cail
Crestron	DMC-T	Andrew McCarty
Crestron	DMC-D	Bill Disney
Crestron	DMC-T	Bill Disney
Crestron	Esentials of Crestron Programming	Bill Disney
Crestron	CTI-P201	Bill Disney
Crestron	CTI-P301	Bill Disney
Crestron	DMC-E	Bob Hoffman
Crestron	DMC-T	David Rosenbaum
Crestron	DMC-T	George Foster
Crestron	Crestron Certified Programmer	Jeff Hathaway
Crestron	DMC-D	Jeff Hathaway
Crestron	DMC-T	Jeff Hathaway
Crestron	Crestron 101	John Hopkins
Crestron	Crestron Certified Programmer	John Hopkins
Crestron	CTI-P301 Advanced Programming Skills	John Hopkins
Crestron	DMC-D 4K	John Hopkins
Crestron	Essentials of Crestron Programming	John Hopkins
Crestron	Intermediate Crestron Programming	John Hopkins
Crestron	Intro to Crestron Programming	John Hopkins
Crestron	Masters Training	John Hopkins
Crestron	Toolbox	John Hopkins
Crestron	DMC-T	Lyndon Thompson
Crestron	CSD Electronics License	Richard Banus
Crestron	CTI-P101 Foundations of Crestron Programming	Richard Banus

Attachment E (Continued)

Crestron	DMC-T	Richard Banus
Crestron	DMC-T-4K	Richard Banus
Crestron	DMC-T	Richard Banus
Crestron	DigitalMedia Training	Scott Lambroff
Crestron	DMC-D	Scott Lambroff
Crestron	Crestron Intermediate Programmer Certification	Scott Lambroff
Crestron	Certified Programmer 2009	Scott Lambroff
Crestron	Certified Programmer Advanced Training 2010	Scott Lambroff
Crestron	Certified Programmer Advanced Training 2011	Scott Lambroff
Crestron	Crestron Master Programmer	Scott Lambroff
Crestron	Crestron Masters 2016 Continuing Education	Scott Lambroff
Crestron	DMC-D	Tom Scott
Crestron Lighting	Commercial Lighting Controls Programmer	John Hopkins
Crestron Lighting	Commercial Lighting Controls Technician	John Hopkins
Crestron Lighting	CDT Lighting & Shade Control	Richard Banus
Crestron Lighting	Crestron CLC-E Lighting Controls Expert	Scott Lambroff
Crestron Lighting	Crestron CLC Programmer	Scott Lambroff
Crestron Lighting	Crestron CLC Technician	Scott Lambroff
Extron	Configuring for Control	Allen Cail
Extron	Certified AV Associate	Bill Disney
Extron	Certified AV Associate	Bob Hoffman
Extron	Certified Control Associate	Jeff Hathaway
Extron	XTP Systems Engineer	Jeff Hathaway
Extron	Emerging Technologies Certification	John Hopkins
Extron	XTP Systems Engineer	Johnny Lawson
Extron	AV Associate	Johnny Lawson
Extron	Certified A/V Associate	Scott Lambroff
Extron	School of Emerging Technologies	Will Coleman
Extron	Certified AV Associate	Jeff Hathaway
Extron	School of IP Link Technologies	Scott Lambroff
Hilti	Power Actuated Tools	Lyndon Thompson
Hitachi Cable	Copper Cable Certification	George Foster
Hitachi Cable	Copper Cable Certification	Richard Banus
InfocComm	Certified Technical Specialist - Design (CTS-D)	Bob Hoffman
InfoComm	Project Management for AV	Bob Hoffman
InfoComm	Certified Technical Specialist - Design (CTS-D)	John Hopkins
InfoComm	Certified Technical Specialist (CTS)	John Hopkins
InfoComm	Certified Technical Specialist (CTS)	Johnny Lawson
InfoComm	Certified Technical Specialist (CTS)	Justin Pritchard
InfoComm	Networking Technology Online	Scott Lambroff
InfoComm	Certified Technical Specialist (CTS)	Scott Lambroff
InfoComm	Certified Technical Specialist (CTS-D)	Scott Lambroff
InfoComm	Certified Technical Specialist (CTS)	Tom Beaudry
InfoComm	Certified Technical Specialist - Design (CTS-D)	Tom Beaudry
InfoComm	Certified Technical Specialist - Design (CTS-D)	Tom Beaudry
InfoComm	Certified Technical Specialist (CTS)	Will Coleman
InfoComm	Certified Technical Specialist - Installation (CTS-I)	Will Coleman
InfoComm	Essentials of AV Technology	Will Coleman
InfoComm	Installation Online	Will Coleman
InfoComm	AV Best Practices	Will Coleman
InfoComm	Design Online	Will Coleman
JBL	Systems Design	Tom Scott
LifeSize	Certified Sales Expert	Michelle McEwen
LifeSize	Certified Sales Professional	Michelle McEwen
Media Matrix	Programmer	Scott Lambroff
Media Matrix	Technician	Scott Lambroff
OSHA	30 Hr Outreach Training	Bill Disney
Planar	Clarity Matrix Certified Installer	John Hopkins

Attachment E (Continued)

Polycom	RealPresence Environments - Sales Track RPEOS100	Michelle McEwen
Polycom	RealPresence Environments - Technical Track RPEOT200	Michelle McEwen
Polycom	RealPresence Environments - Technical Track RPEOT200	Tom Beaudry
Polycom	RealPresence Environments - Sales Track RPEOS100	Tom Beaudry
QSC	Control.net Certification Level II	Jeff Hathaway
QSC	Q-SYS Level 2	Jeff Hathaway
QSC	Q-SYS Level 2	John Hopkins
QSC	Q-SYS Level 1	Dan Magruder
QSC	Q-SYS Level 1	Bill Disney
QSC	Q-SYS Level 1	Bruce Banford
QSC	Qsys Certification	Scott Lambroff
QSC	Control.net Certification Level II	Scott Lambroff
Renkus-Heinz	Iconyx Certified Designer	Jeff Hathaway
Renkus-Heinz	Iconyx Certified Designer	John Hopkins
Renkus-Heinz	Iconyx Certified Designer	Scott Lambroff
RTI	Control System Orientation	Scott Lambroff
RTI	Product Specialist	Scott Lambroff
RTI	Level I Programmer	Scott Lambroff
RTI	Level II Advanced Programmer	Scott Lambroff
Shure	Axient	Bill Disney
Shure	Advanced Wireless Microphone Training	Jeff Hathaway
Shure	Advanced Wireless Microphone Training	Scott Lambroff
SMART Technologies	DViT (Digital Vision Touch) technology Level 2 Technical Training	John Hopkins
SMART Technologies	SMART Board 600 Series Interactive Whiteboard Maintenance and Troubleshooting	John Hopkins
SMART Technologies	SMART Board 600 Series Technical Training Level 1	John Hopkins
SMART Technologies	SMART Board 800 series Interactive Whiteboard Level 1 Technical Training and Assessment	John Hopkins
SMART Technologies	SMART UF65 Projector Level 1 Technical Training	John Hopkins
SMART Technologies	SMART UF75 Projector Level 1 Technical Training	John Hopkins
SMART Technologies	SMART UX60 Projector Level 1 Technical Training	John Hopkins
Symetrix	Symnet Composer	Bob Hoffman
Symetrix	Symnet Composer	John Hopkins
Symetrix	Symnet Composer	Ralph Sitton
Symetrix	Symnet Automixing	Ralph Sitton
Symetrix	Symnet Control Programming	Ralph Sitton
Syn-Aud-Con	Sound Reinforcement Technician	Richard Banus
Syn-Aud-Con	Systems Design	Tom Scott
Syn-Aud-Con	Synergetic Audio Concept - Sound System Optimization	Scott Lambroff
Syn-Aud-Con	Synergetic Audio Concept - Sound System Design	Scott Lambroff
TEF	Systems Design	Tom Scott
Vaddio	AutoTrak Installation/Programming Camera Tracking Certification	Bill Disney
Vaddio	AutoTrak Camera Tracking Certification Sales/Design	Michelle McEwen
VBrick	Network Certified Engineer	Scott Lambroff
Virginia Equipment	Operator Safety Training	Lyndon Thompson
Yamaha	Systems Design	Tom Scott



RFP #7058821JC – VASCUPP Audio Visual Term Contract

January 17, 2017

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

Dear Ms. Colbert,

Please find the following responses to the evaluation committee's request for additional information. We are mailing a hard copy of this letter to your attention for your files.

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

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

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

Yes No

Onyx AudioVisual does currently and shall comply with the mandatory requirements as presented in Section V, Items A - E, Statement of Needs.

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

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

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

Yes No



consult.design.construct.

Onyx AudioVisual

Onyx AudioVisual does currently and shall comply with the non-mandatory requirements as presented in Section V, Items A - E, Statement of Needs.

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

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

Onyx AudioVisual does agree to comply with the Procurement Requirements in Section V, Item F. 1-5.

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

Onyx AudioVisual does agree to the cooperative contract language specified in Section I, Purpose, Page 4.

4. Proposed Pricing:

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

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

The attached revised pricelist is the most favorable offered to any customer for the same volume.

c. Submit a revised price list of the brands of AV equipment, equipment categories and the discount from the manufacturer list price by brand and equipment category that is the most favorable pricing offered to any customer for the same volume at this particular time with all of the proposed contract discounts equal to or less than the current VASCUPP contract discounts.

Attached is the revised pricelist.

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



Onyx AudioVisual agrees that any boiler plate terms and conditions on quotes for individual AV purchases do not apply and that the terms and conditions of the RFP without any exceptions govern the contact and each project.

If you have any further questions, please do not hesitate to contact me.

Sincerely,



Paul Miller
Controller
Onyx AudioVisual
757-436-6116 Ext 120
pmiller@onyxav.com



**ATTACHMENT A
ONYX AUDIOVISUAL
VASCUPP DISCOUNT FROM LIST PRICE**

Product Category	Manufacturer	Discount %
Broadcast Television Equipment	AKG Acoustics	25.00%
Broadcast Television Equipment	Analog Way, Inc.	16.00%
Broadcast Television Equipment	Blackmagic Design USA	5.00%
Broadcast Television Equipment	Blonder Tongue Laborator	15.00%
Broadcast Television Equipment	Bosch - Telex	25.00%
Broadcast Television Equipment	Bosch- EV	25.00%
Broadcast Television Equipment	Clear-Com Intercom System	13.00%
Broadcast Television Equipment	Clockaudio North America	23.00%
Broadcast Television Equipment	Contemporary Research	13.00%
Broadcast Television Equipment	Countryman Associates	20.00%
Broadcast Television Equipment	Crestron Electronics	38.00%
Broadcast Television Equipment	Extron Electronics	25.00%
Broadcast Television Equipment	Liberty Wire & Cable	25.00%
Broadcast Television Equipment	Marshall Electronics	15.00%
Broadcast Television Equipment	Panasonic	5.00%
Broadcast Television Equipment	Pro Co Sound, Inc.	20.00%
Broadcast Television Equipment	Roland Systems Group	5.00%
Broadcast Television Equipment	Shure Incorporated	25.00%
Broadcast Television Equipment	Sony	5.00%
Broadcast Television Equipment	Vaddio	18.00%
Broadcast Television Equipment	Whirlwind	9.00%
Broadcast Television Equipment	Any Other Not Listed	5.00%

Product Category	Manufacturer	Discount %
Multimedia Presentation Equipment	Acoustical Solutions Inc	10.00%
Multimedia Presentation Equipment	AKG Acoustics	25.00%
Multimedia Presentation Equipment	Allen & Heath	15.00%
Multimedia Presentation Equipment	Altinex	17.00%
Multimedia Presentation Equipment	AMX Corporation	39.00%
Multimedia Presentation Equipment	Analog Way, Inc.	16.00%
Multimedia Presentation Equipment	Anchor Audio Inc.	18.00%
Multimedia Presentation Equipment	Ashly Audio Inc.	28.00%
Multimedia Presentation Equipment	Atlas Sound	28.00%
Multimedia Presentation Equipment	Atlona Technologies	20.00%
Multimedia Presentation Equipment	Attero Tech	25.00%
Multimedia Presentation Equipment	Audio Technica US Inc.	25.00%
Multimedia Presentation Equipment	Audix Corporation	20.00%
Multimedia Presentation Equipment	Aurora Multimedia	20.00%
Multimedia Presentation Equipment	Aviom, Inc.	10.00%
Multimedia Presentation Equipment	Bag End Loudspeakers, USA	28.00%
Multimedia Presentation Equipment	Biamp Systems	20.00%
Multimedia Presentation Equipment	Blackmagic Design USA	5.00%
Multimedia Presentation Equipment	Blonder Tongue Laborator	15.00%
Multimedia Presentation Equipment	Bosch - Telex	25.00%
Multimedia Presentation Equipment	Bosch- EV	25.00%
Multimedia Presentation Equipment	BrightSign	10.00%
Multimedia Presentation Equipment	BSS Audio USA	35.00%
Multimedia Presentation Equipment	BTX	15.00%
Multimedia Presentation Equipment	Cables-To-Go	25.00%
Multimedia Presentation Equipment	Cambridge Sound Management	10.00%
Multimedia Presentation Equipment	Chief Manufacturing	18.00%
Multimedia Presentation Equipment	Clear-Com Intercom Syste	13.00%
Multimedia Presentation Equipment	ClearOne	10.00%
Multimedia Presentation Equipment	Clockaudio North America	23.00%
Multimedia Presentation Equipment	Community Professional Loudspeaker	18.00%
Multimedia Presentation Equipment	Contemporary Research	13.00%
Multimedia Presentation Equipment	Countryman Associates	20.00%
Multimedia Presentation Equipment	Crestron Electronics	38.00%
Multimedia Presentation Equipment	Crown International	35.00%
Multimedia Presentation Equipment	Da-Lite Screen Co., Inc.	21.00%
Multimedia Presentation Equipment	Danley Sound Labs	18.00%

**ATTACHMENT A
ONYX AUDIOVISUAL
VASCUPP DISCOUNT FROM LIST PRICE**

Multimedia Presentation Equipment	Dataton Watchout	5.00%
Multimedia Presentation Equipment	DBX Professional Product	30.00%
Multimedia Presentation Equipment	Denon/Marantz	16.00%
Multimedia Presentation Equipment	Digital Projection, Inc.	15.00%
Multimedia Presentation Equipment	dnp North America	20.00%
Multimedia Presentation Equipment	DPA Microphones, Inc.	5.00%
Multimedia Presentation Equipment	Draper, Inc.	22.00%
Multimedia Presentation Equipment	Eastern Acoustic Works	18.00%
Multimedia Presentation Equipment	Exact Furniture Ltd.	18.00%
Multimedia Presentation Equipment	Extron Electronics	25.00%
Multimedia Presentation Equipment	FSR, Inc.	10.00%
Multimedia Presentation Equipment	Furman Sound, Inc.	22.00%
Multimedia Presentation Equipment	Gator Cases	30.00%
Multimedia Presentation Equipment	HSA Roll Tops	20.00%
Multimedia Presentation Equipment	Infocus	10.00%
Multimedia Presentation Equipment	Innovox Audio LLC	25.00%
Multimedia Presentation Equipment	Intelix	16.00%
Multimedia Presentation Equipment	JBL Professional	25.00%
Multimedia Presentation Equipment	K-array American	25.00%
Multimedia Presentation Equipment	Kramer Electronics USA	15.00%
Multimedia Presentation Equipment	LabGruppen	10.00%
Multimedia Presentation Equipment	LG Flat Panels	5.00%
Multimedia Presentation Equipment	Liberty Wire & Cable	25.00%
Multimedia Presentation Equipment	Lifesize - Hardware	10.00%
Multimedia Presentation Equipment	Lifesize - Lifesize Software Assurance and Branded Support Services	0.00%
Multimedia Presentation Equipment	Listen Technologies Corp	15.00%
Multimedia Presentation Equipment	Lowell Manufacturing Co	10.00%
Multimedia Presentation Equipment	Marshall Electronics	15.00%
Multimedia Presentation Equipment	Mersive Technologies, Inc.	10.00%
Multimedia Presentation Equipment	Midas Consoles North America	18.00%
Multimedia Presentation Equipment	Middle Atlantic Products	11.00%
Multimedia Presentation Equipment	Mystery Electronics	20.00%
Multimedia Presentation Equipment	NEC Technologies, Inc. (Flat Panels)	20.00%
Multimedia Presentation Equipment	NEC Technologies, Inc. (Projectors)	20.00%
Multimedia Presentation Equipment	Panasonic (Flat Panels)	15.00%
Multimedia Presentation Equipment	Panasonic (Projectors)	25.00%
Multimedia Presentation Equipment	Peavey	10.00%
Multimedia Presentation Equipment	Planar Systems, Inc. (Video Walls)	5.00%
Multimedia Presentation Equipment	Polycom - Branded MAInetance Contracts , Installation, and Support	0.00%
Multimedia Presentation Equipment	Polycom - Hardware	15.00%
Multimedia Presentation Equipment	Pro Co Sound, Inc.	20.00%
Multimedia Presentation Equipment	QSC, LLC	12.00%
Multimedia Presentation Equipment	Radio Design Labs	12.00%
Multimedia Presentation Equipment	Rane Corporation	20.00%
Multimedia Presentation Equipment	RapcoHorizon Company	5.00%
Multimedia Presentation Equipment	RCF USA, Inc.	20.00%
Multimedia Presentation Equipment	Renkus-Heinz, Inc.	20.00%
Multimedia Presentation Equipment	RGB Spectrum	15.00%
Multimedia Presentation Equipment	Roland Systems Group	5.00%
Multimedia Presentation Equipment	Samsung	10.00%
Multimedia Presentation Equipment	Sharp Electronics Corp.	25.00%
Multimedia Presentation Equipment	Shure Incorporated	25.00%
Multimedia Presentation Equipment	SKB Cases	15.00%
Multimedia Presentation Equipment	Sony Electronics, Inc. (Flat Panels)	5.00%
Multimedia Presentation Equipment	Sony Electronics, Inc. (Projectors)	15.00%
Multimedia Presentation Equipment	Soundcraft	20.00%
Multimedia Presentation Equipment	SoundTube Entertainment	5.00%
Multimedia Presentation Equipment	Stewart Filmscreen Corp.	10.00%

**ATTACHMENT A
ONYX AUDIOVISUAL
VASCUPP DISCOUNT FROM LIST PRICE**

Multimedia Presentation Equipment	SunBriteTV	5.00%
Multimedia Presentation Equipment	SurgeX	15.00%
Multimedia Presentation Equipment	Symetrix Inc.	17.00%
Multimedia Presentation Equipment	Tannoy	20.00%
Multimedia Presentation Equipment	Tascam	17.00%
Multimedia Presentation Equipment	Technomad Associates, LLC	15.00%
Multimedia Presentation Equipment	Tightrope Media Systems	5.00%
Multimedia Presentation Equipment	Toner Cable Equipment	10.00%
Multimedia Presentation Equipment	Ultimate Support Systems	20.00%
Multimedia Presentation Equipment	Vaddio	18.00%
Multimedia Presentation Equipment	Audio Visual Furniture Int'l	35.00%
Multimedia Presentation Equipment	Vutec Corporation	15.00%
Multimedia Presentation Equipment	West Penn Wire Corp.	10.00%
Multimedia Presentation Equipment	Whirlwind	9.00%
Multimedia Presentation Equipment	WolfVision USA East, Inc	16.00%
Multimedia Presentation Equipment	Yamaha Corp of America	12.00%
Multimedia Presentation Equipment	Any Other Not Listed	5.00%

Product Category	Manufacturer	Discount %
Multimedia Development Equipment	Blackmagic Design USA	5.00%
Multimedia Development Equipment	BrightSign	10.00%
Multimedia Development Equipment	Dataton Watchout	5.00%
Multimedia Development Equipment	Roland Systems Group	5.00%
Multimedia Development Equipment	Tightrope Media Systems	5.00%
Multimedia Development Equipment	Any Other Not Listed	5.00%

Product Category	Manufacturer	Discount %
Satellite Transmitting and Receiving Equipment	Toner Cable Equipment	10.00%
Satellite Transmitting and Receiving Equipment	Any Other Not Listed	5.00%

Product Category	Manufacturer	Discount %
Teleconferencing and Communication Equipment	Biamp Systems	20.00%
Teleconferencing and Communication Equipment	Bosch - Telex	25.00%
Teleconferencing and Communication Equipment	ClearOne	10.00%
Teleconferencing and Communication Equipment	Lifesize - Hardware	10.00%
Teleconferencing and Communication Equipment	Lifesize - Lifesize Software Assurance and Branded Support Services	0.00%
Teleconferencing and Communication Equipment	Listen Technologies Corp	15.00%
Teleconferencing and Communication Equipment	Polycom - Branded Maintenance Contracts , Installation, and Support	0.00%
Teleconferencing and Communication Equipment	Polycom - Hardware	15.00%
Teleconferencing and Communication Equipment	Any Other Not Listed	5.00%

Product Category	Manufacturer	Discount %
Computer Presentation Equipment - Streaming and Webcasting	AMX Corporation	39.00%
Computer Presentation Equipment - Streaming and Webcasting	Analog Way, Inc.	16.00%
Computer Presentation Equipment - Streaming and Webcasting	Atlona Technologies	20.00%
Computer Presentation Equipment - Streaming and Webcasting	Attero Tech	25.00%
Computer Presentation Equipment - Streaming and Webcasting	Aurora Multimedia	20.00%
Computer Presentation Equipment - Streaming and Webcasting	Blackmagic Design USA	5.00%
Computer Presentation Equipment - Streaming and Webcasting	Blonder Tongue Laborator	15.00%
Computer Presentation Equipment - Streaming and Webcasting	BrightSign	10.00%
Computer Presentation Equipment - Streaming and Webcasting	BTX	15.00%
Computer Presentation Equipment - Streaming and Webcasting	Contemporary Research	13.00%
Computer Presentation Equipment - Streaming and Webcasting	Crestron Electronics	38.00%
Computer Presentation Equipment - Streaming and Webcasting	Dataton Watchout	5.00%
Computer Presentation Equipment - Streaming and Webcasting	Extron Electronics	25.00%
Computer Presentation Equipment - Streaming and Webcasting	Kramer Electronics USA	15.00%
Computer Presentation Equipment - Streaming and Webcasting	Lifesize - Hardware	10.00%
Computer Presentation Equipment - Streaming and Webcasting	Lifesize - Lifesize Software Assurance and Branded Support Services	0.00%

**ATTACHMENT A
ONYX AUDIOVISUAL
VASCUPP DISCOUNT FROM LIST PRICE**

Computer Presentation Equipment - Streaming and Webcasting	Mersive Technologies, Inc.	10.00%
Computer Presentation Equipment - Streaming and Webcasting	Polycom - Branded Maintenance Contracts , Installation, and Support	0.00%
Computer Presentation Equipment - Streaming and Webcasting	Polycom - Hardware	15.00%
Computer Presentation Equipment - Streaming and Webcasting	Radio Design Labs	12.00%
Computer Presentation Equipment - Streaming and Webcasting	RGB Spectrum	15.00%
Computer Presentation Equipment - Streaming and Webcasting	Tightrope Media Systems	5.00%
Computer Presentation Equipment - Streaming and Webcasting	Toner Cable Equipment	10.00%
Computer Presentation Equipment - Streaming and Webcasting	Vaddio	18.00%
Computer Presentation Equipment - Streaming and Webcasting	Any Other Not Listed	5.00%

Product Category	Manufacturer	Discount %
Broadband Distribution Equipment	Blackmagic Design USA	5.00%
Broadband Distribution Equipment	Blonder Tongue Laborator	15.00%
Broadband Distribution Equipment	Contemporary Research	13.00%
Broadband Distribution Equipment	Crestron Electronics	38.00%
Broadband Distribution Equipment	Extron Electronics	25.00%
Broadband Distribution Equipment	Toner Cable Equipment	10.00%
Broadband Distribution Equipment	West Penn Wire Corp.	10.00%
Broadband Distribution Equipment	Any Other Not Listed	5.00%

Product Category	Manufacturer	Discount %
Multimedia Furniture	Acoustical Solutions Inc	10.00%
Multimedia Furniture	Chief Manufacturing	18.00%
Multimedia Furniture	Da-Lite Screen Co., Inc.	18.00%
Multimedia Furniture	Draper, Inc.	18.00%
Multimedia Furniture	Exact Furniture Ltd.	18.00%
Multimedia Furniture	Extron Electronics	25.00%
Multimedia Furniture	HSA Roll Tops	20.00%
Multimedia Furniture	Audio Visual Furniture Int'l	35.00%
Multimedia Furniture	Any Other Not Listed	5.00%

Labor Category	Per Hour Rate
Senior Designer	\$125.00
Designer	\$100.00
Installation	\$75.00
Project Management	\$85.00
Programmer	\$100.00
Service Technician	\$85.00
Training	\$85.00