Date: September 22, 2021

Mr. Zack Guida **RTW Construction Corp** 14640 Jefferson Highway Bumpass, VA 23024

RE:

Contract #: 7058821-14JC

**Extension of Contract** 

Dear Mr. Guida,

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 lofgreeni@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

Jason Lofgreen

Senior Buyer

**Procurement Services** University Purchasing

912 W Grace Street, 5th Floor

804 828-1077

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

Contract #:: _7058821-14JC
RESPONSE:
RTW Construction Corp
Name of Firm
Signature
Rea T Williams JR
Name Printed
President
Title
9/22/21
Date

January 25, 2021

Zack Guida 14640 Jefferson Highway Bumpass, VA 23024

RF.

Contract #: 7058821-14JC

Renewal No. Four of Four (Final)

Dear Mr. Guida,

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

Section XI, Item V of Contract #: 7058821-14JC;

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

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 #::	7058821-14JC
RESPONSE:	
	RTW Construction Corp Name of Firm
	W
	Rea T. Williams JR
	Name Printed
	President
	1/29/2021 Date

January 23, 2020

Zack Guida 14640 Jefferson Highway Bumpass, VA 23024

RE:

Contract #: 7058821-14JC

Renewal No. Three of Four (4)

Procurement Services
University Purchasing

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

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

Dear Mr. Guida.

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

Section XI, Item V of Contract #: 7058821-14JC;

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 sa	me as	the	previous	contract	period.
_/	Attache	ad is the	ravisar	nricir	a in	accordar	nce with	the contra

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 <u>new</u> 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 <u>02/25/2020</u>. 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 #::	7058821-14JC
RESPONSE:	
	RTW Construction Corp
	Name of Firm
	Signatura

E Zactarcy Guish Name Printed

Decemions monares

Date: January 7, 2019

RTW Construction Corp 14640 Jefferson Highway Bumpass, VA 23024

RE:

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

Procurement Services
University Purchasing

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

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

Dear Zack Guida:

The VASCUPP cooperative contract # 7058821-14JC 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 <u>new</u> 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 <a href="mailto:pbanks3@vcu.edu">pbanks3@vcu.edu</a>. If you have any questions, please contact me at (804) 828-0160.

Sincerely,

Princess Banks Senior Buyer

Contract #:	7058821-14JC
	Construction Corp.
Name of Firm	
Signature	
E. ZACH	ARY BUIDA
Name Printed	
6. M.	
Title	
2-11-19	1
Date	

**RESPONSE:** 

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) 7058821-14 JC	
RESPONSE:	
RTW CONSTRUCTION CORP	
Name of Firm	
7 1	
Signature	
F. Zuchney buing	
Name Printed	
Title OPERATIONS MANAGER	
2/15/2018	
Date	



# COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7058821-14JC

This contract entered into by RTW Construction Corp, 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;

CONTRACTOR.

- (2) The Request for Proposals #7058821JC dated October 13, 2016 including Addendum #01 dated November 1, 2016;
- (3) The Contractor's Proposal dated November 10, 2016; and
- (4) The Negotiated Modification dated January 16, 2017.

All of which documents are incorporated herein by reference.

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

CUNIKACIUK.	PURCHASING AGENCT:
RTW Construction Corp	Virginia Commonwealth University
By: < 34	By: Karol Kain Gray
Name Printed: E. ZACHARY GUIDA	Name Printed: Karol Kain Gray
Title: LOGISTICS MANAGER	Title: VP Finance and Budget
Date: 2-20-17	Date: 2/24/1)

DUDGUACINO ACENOV.



# 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: <a href="http://www.eva.virginia.gov">http://www.eva.virginia.gov</a>

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

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

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

#### NAME AND ADDRESS OF COMPANY:

	Date:				
	By (Signature In Ink):				
Zip Code	Name Typed:				
E-Mail Address:	Title:				
Telephone: ( )	Fax Number: ( )				
Toll free, if available	Toll free, if available				
DUNS NO.:	FEI/FIN NO.:				
REGISTERED WITH eVA: ( ) YES ( ) NO	SMALL BUSINESS: ( ) YES ( ) NO				
VIRGINIA DSBSD CERTIFIED: ( ) YES ( ) NO	MINORITY-OWNED: ( ) YES ( ) NO				
DSBSD CERTIFICATION #:	WOMEN-OWNED: ( ) YES ( ) NO				

THIS SOLICITATION CONTAINS 29 PAGES.

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#### I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to establish multiple term contracts through competitive negotiations with qualified source(s) for a broad range of audio visual, multimedia 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 (<a href="https://vascupp.org">https://vascupp.org</a>)

#### 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, <a href="mailto:jcolbert@vcu.edu">jcolbert@vcu.edu</a>. 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 t 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.

**AVF** 

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.

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

- 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. PRINCING 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 <u>only</u> 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	\$1,300,000.	less	% = \$		
Communication					
Computer Presentation	\$1,900,000.	less	% = \$		
Broadband Distribution	\$200,000.	less	% = \$		
Multi-Media Furniture	\$ 150,000.	less	% = \$		
Section A Total			\$		
B. <u>Services</u> :					
Annual Maintenance Contracts	\$100,000	less	% = \$		
Hourly Service Rates:					
	Annua	al Number			
	Of	Hours	Hourly Rate		Annual Total
Maintenance					
After The Warranty	200	hours X	\$	=	\$
Installation	700	hours X	\$	=	\$
Technical Assistance	501	nours X	\$	=	\$
Training	25 ł	nours X	\$	=	\$
Section B Total				\$	

## C. Rental Equipment:

Annual

	Expenditure	S	% 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.

<u>Use of Subcontractors</u>: 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: <a href="mailto:swamreporting@vcu.edu">swamreporting@vcu.edu</a>

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

#### 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. <u>PRECEDENCE OF TERMS</u>: 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. <u>TESTING AND INSPECTION</u>: VCU reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. <u>ASSIGNMENT OF CONTRACT</u>: 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. <u>CHANGES TO THE CONTRACT:</u> 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. <u>DEFAULT:</u> 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. <u>USE OF BRAND NAMES</u>: 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. <u>INSURANCE</u>: 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. <u>ANNOUNCEMENT OF AWARD:</u> 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 <a href="http://www.eva.virginia.gov">http://www.eva.virginia.gov</a> for a minimum of ten (10) days.
- U. <u>DRUG-FREE WORKPLACE</u>: 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. <u>NONDISCRIMINATION OF CONTRACTORS</u>: 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 the education of an only for the of fulfilling it duties not this Contract for 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. <u>ADVERTISING</u>: 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. <u>ASBESTOS</u>: 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. <u>AUDIT</u>: 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. <u>BEST AND FINAL OFFER (BAFO)</u>: 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. <u>PROPOSAL ACCEPTANCE PERIOD</u>: 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. <u>PROPOSAL PRICES</u>: 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. <u>CANCELLATION OF CONTRACT</u>: 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. <u>CONTRACTOR'S TITLE TO MATERIALS</u>: 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. <u>DELIVERY AND STORAGE</u>: 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. <u>SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS</u>: 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. <u>DRUG FREE WORKPLACE</u>: 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. <u>EXTRA CHARGES NOT ALLOWED</u>: 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. <u>FINAL INSPECTION</u>: 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.

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

O. IDENTIFICATION OF PROPOSAL: The proposal package should be identified as follows:

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. <u>INDEMNIFICATION</u>: 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. <u>INSTALLATION</u>: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- R. <u>LIMITATION OF LIABILITY</u>: 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. <u>MAINTENANCE MANUALS</u>: 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. <u>PRIME CONTRACTOR RESPONSIBILITIES</u>: 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. <u>QUANTITIES</u>: 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. <u>RENEWAL OF CONTRACT</u>: 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. <u>SUBCONTRACTS</u>: 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. <u>WARRANTY (COMMERCIAL)</u>: 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. <u>WORK SITE DAMAGES</u>: 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. <u>POLICY OF EQUAL EMPLOYMENT</u>: 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. <u>COMMUNICATIONS</u>: 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. <u>SECTION 508 COMPLIANCE</u>: 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 perpheral 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 <u>Code of Virginia</u>.

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. <u>PROTEST</u>: 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

B: Appendix II – Invoicing and Payment

http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP Website Link Appendix 2.pdf



Signature/Title

Date

# RFP - Addendum

DATE: November 1, 2016	
ADDENDUM NO. 01 TO ALL OF	FFERORS:
Reference - Request for Proposa	als: RFP# 7058821JC
Commodity/Title: Issue Date: Proposal Due:	VASACUPP Audio Visual Term Contracts October 13, 2016 November 11, 2016 at 11:00 AM
The above is hereby changed to	read: See Attached.
either prior to the proposal due d	ent of this addendum must be received by this office late and hour <u>or</u> attached to your proposal. Signature citute your signature on the original proposal document. must also be signed.
Very truly yours,	
Jackie Colle	The second secon
Jackie Colbert	
Name of Firm	4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 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.

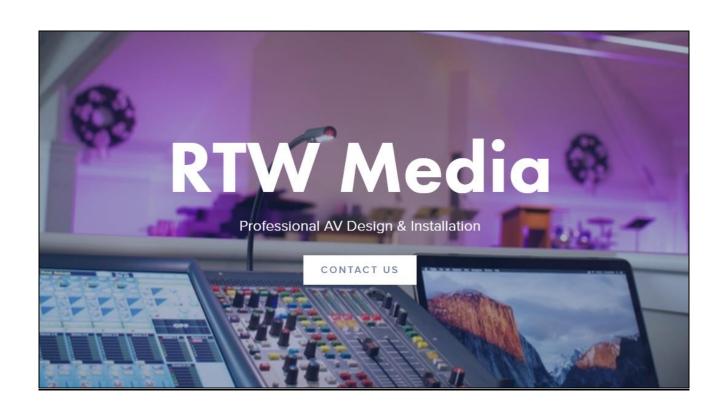
IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE. IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL ONLY, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, RFP#7058821JC, ATTN: Jackie Colbert, PO BOX 980327, RICHMOND, 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:

RTW Construction Corp		Date: 11-10-16
14640 Jefferson Hwy		By (Signature In Ink):
Bumpass, VA Zip C	ode 23024	Name Typed: Edward & Guida
E-Mail Address: admin@rtwav.	.com	Title: Logistics Manager
Telephone: ( 804 ) 448-4800		Fax Number: { 540 } 872-4396
Toll free, if available DUNS NO.: 092516512		Toll free, if available FEI/FIN NO.: 54-1848410
REGISTERED WITH eVA:	(X) YES ( ) NO	SMALL BUSINESS: (X) YES ( ) NO
VIRGINIA DSBSD CERTIFIED:	(X) YES ( ) NO	MINORITY-OWNED: ( ) YES (X) NO
DSBSD CERTIFICATION #:	666946	WOMEN-OWNED: ( ) YES (X ) NO

THIS SOLICITATION CONTAINS 29 PAGES



RTW Construction Corp. November 11, 2016

RTW Media, 18405 Jefferson Davis Hwy, Ruther Glen VA 22546

RFP #: 7058821IC

RFP Title #: VASCUPP Audio Visual Term Contracts

www.rtwAV.com

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# VI.B.2.a Proposed Price and Discount Schedule - Alphabetical

Manufacturer	Description	CATEGORY VASCUPP	Discount off List	
ce Backstage Floor Boxes, Audio		Multimedia Presentation Equipment	10%	
AKG	Audio	Multimedia Presentation Equipment	20%	
Allen and Heath	Consoles	Multimedia Presentation Equipment	15%	
AMX	Control Systems	Multimedia Presentation Equipment	20%	
AMX	Control Systems	Multimedia Development Equipment	20%	
Analog Way	Integration	Multimedia Presentation Equipment	7%	
Anchor	Audio	Multimedia Presentation Equipment	5%	
APC	Integration	Multimedia Presentation Equipment	5%	
Ashley Audio	Audio, Integration	Multimedia Presentation Equipment	20%	
Atlas	Audio	Multimedia Presentation Equipment	12%	
Atlona	Integration	Multimedia Presentation Equipment	15%	
Audio-Technica	Audio, Integration	Multimedia Presentation Equipment	20%	
Audix	Audio	Multimedia Presentation Equipment	15%	
Aurora Multimedia	Control Systems	Multimedia Presentation Equipment	8%	
Aurora Multimedia	Control Systems	Multimedia Development Equipment	8%	
AVF	Furniture	Multi-Media Furniture	22%	
Aviom	Audio	Multimedia Presentation Equipment	10%	
Bag End	Audio	Multimedia Presentation Equipment	20%	
Barco	Presentation Equipment	Multimedia Presentation Equipment	10%	
Barco	Projectors	Multimedia Presentation Equipment	12%	
Behringer	Consoles	Consoles Multimedia Presentation Equipment		
Bi-Amp	Audio	Audio Teleconferencing and Communication		
Bi-Amp	Audio	Audio Multimedia Presentation Equipment		
Blizzard Lighting	Lighting	Lighting Multimedia Presentation Equipment		
Bosch/Telex	Audio, Processors	Multimedia Presentation Equipment	26%	
Bosch/Telex	Audio, Processors	Broadcast Television Equipment	26%	
BrightSign	Media Players	Multimedia Presentation Equipment	5%	
BSS	Audio	Multimedia Presentation Equipment	5%	
BSS	Processors	Teleconferencing and Communication	5%	
Canon	Projectors	Multimedia Presentation Equipment	10%	
Casio	Projectors	Multimedia Presentation Equipment	10%	
Chauvet	Lighting	Multimedia Presentation Equipment	5%	
Chief Manufacturing	Integration	Multimedia Presentation Equipment	20%	
Christie	Projectors	Multimedia Presentation Equipment	15%	
Christie	Projectors	Multimedia Presentation Equipment	20%	
Christie	Presentation Equipment	Multimedia Presentation Equipment	20%	
Cisco	Video Conferencing	Computer Presentation Equipment	5%	
Cisco	Audio, Video, Switchers	Multimedia Presentation Equipment	5%	
Cisco	Audio, Video, Switchers	Teleconferencing and Communication	5%	
ClearOne	Audio	Multimedia Presentation Equipment	10%	

ClearOne	Processors	Multimedia Development Equipment	10%
Clock Audio	Audio	Multimedia Presentation Equipment	15%
Community Loudspeakers	Audio	Multimedia Presentation Equipment	12%
Countryman	Presentation Equipment	Multimedia Presentation Equipment	15%
Countryman	Broadcast	Broadcast Television Equipment	15%
Crestron	Processors	Multimedia Development Equipment	27%
Crestron	Media, Accessories	Multimedia Presentation Equipment	20%
Crestron	Audio	Multimedia Presentation Equipment	15%
Crimson AV	Integration	Multimedia Presentation Equipment	10%
Crown	Audio, Microphones	Multimedia Presentation Equipment	20%
Crown	Processors	Multimedia Development Equipment	20%
Dalite	Projection Screens	Multimedia Presentation Equipment	20%
Dalite Furniture	Furniture	Multi-Media Furniture	20%
Danley	Audio	Multimedia Presentation Equipment	10%
DBX Professional Products	Audio	Multimedia Presentation Equipment	15%
DBX Professional Products	Broadcast	Broadcast Television Equipment	15%
DBX Professional Products	Processors	Multimedia Development Equipment	15%
Digico	Consoles	Multimedia Presentation Equipment	15%
Digico	Consoles	Broadcast Television Equipment	15%
Digital Projection	Projectors over 7 Lbs	Multimedia Presentation Equipment	10%
Draper	Projection Screens	Multimedia Presentation Equipment	20%
EAW	Audio	Multimedia Presentation Equipment	18%
EAW	Processors	Multimedia Development Equipment	18%
Electrovoice	Audio	Multimedia Presentation Equipment	27%
Electrovoice	Processors	Multimedia Development Equipment	27%
Elmo	Presentation Equipment	Multimedia Presentation Equipment	10%
Epson	Presentation Equipment	Multimedia Presentation Equipment	15%
Epson	Projectors	Multimedia Presentation Equipment	18%
Epson	Projectors	Multimedia Presentation Equipment	15%
ETC	Lighting	Multimedia Presentation Equipment	5%
Extron	Cables / Presentation	Multimedia Presentation Equipment	25%
Extron	Integration	Multimedia Development Equipment	25%
FSR	Integration	Multimedia Presentation Equipment	12%
Fulcrum	Audio	Multimedia Presentation Equipment	10%
Furman	Integration	Multimedia Presentation Equipment	15%
Gator Cases	Cases	Multimedia Presentation Equipment	12%
Gator Cases	Cases	Multi-Media Furniture	12%
Infocus	Presentation Equipment	Multimedia Presentation Equipment	10%
Infocus	Interactive Whiteboards	Multimedia Presentation Equipment	8%
Infocus	Projectors over 7 Lbs	Multimedia Presentation Equipment	20%
Infocus	Projectors	Multimedia Presentation Equipment	15%
JBL	Audio	Multimedia Presentation Equipment	25%
JBL	Accessories	Multimedia Presentation Equipment	15%
Juice Goose	Integration	Multimedia Presentation Equipment	12%
Just Lamps	Presentation Equipment	Multimedia Presentation Equipment	5%
Klark Teknik	Presentation Equipment	Multimedia Presentation Equipment	10%

Klark Teknik	Broadcast	Broadcast Television Equipment	10%
Kramer	Audio, Video Switchers & Integration	Multimedia Presentation Equipment	20%
Kramer	Audio, Video Switchers & Integration	Multimedia Development Equipment	20%
Lab Gruppen	Audio	Multimedia Presentation Equipment	8%
Lab Gruppen	Processors	Multimedia Development Equipment	8%
Liberty Wire and Cable	Wire and Cable	Satellite Transmitting and Receiving	15%
Liberty Wire and Cable	Wire and Cable	Broadband Distribution	15%
Liberty Wire and Cable	Wire and Cable	Multimedia Presentation Equipment	15%
Lightronics	Lighting	Multimedia Presentation Equipment	22%
Listen Technologies	Audio, Presentation Equipment	Multimedia Presentation Equipment	12%
Lowell	Audio, Integration	Multimedia Presentation Equipment	18%
MIDAS	Consoles	Multimedia Presentation Equipment	20%
Middle Atlantic	Racks	Multimedia Presentation Equipment	20%
Middle Atlantic	Furniture	Multi-Media Furniture	20%
NEC	Projectors	Multimedia Presentation Equipment	15%
NEC	Presentation Equipment	Multimedia Presentation Equipment	10%
Omnimount Systems	Integration	Multimedia Presentation Equipment	7%
Omnimount Systems	Furniture	Multi-Media Furniture	7%
Panasonic	Projectors, Presentation Equipment	Multimedia Presentation Equipment	9%
Peerless Industries	Integration	Multimedia Presentation Equipment	15%
Peerless Industries	Furniture	Multi-Media Furniture	15%
Planar	Presentation	Multimedia Presentation Equipment	8%
Presonus	Consoles	Multimedia Presentation Equipment	15%
QSC	Audio	Multimedia Presentation Equipment	13%
Radio Design Labs	Integration	Multimedia Presentation Equipment	12%
Revolabs	Audio	Multimedia Presentation Equipment	8%
Revolabs	Conferencing	Teleconferencing and Communication	8%
Roland	Audio, Video Switchers & Integration	Multimedia Presentation Equipment	10%
Roland	Broadcast	Broadcast Television Equipment	10%
Rolls Corporation	Audio, Video Switchers & Integration	Multimedia Presentation Equipment	9%
Rolls Corporation	Broadcast	Broadcast Television Equipment	9%
Samsung	Presentation Equipment	Multimedia Presentation Equipment	10%
Sennheiser	Audio	Multimedia Presentation Equipment	27%
Sharp	Presentation Equipment	Multimedia Presentation Equipment	5%
Sharp	Projectors	Multimedia Presentation Equipment	15%
Shure	Audio	Multimedia Presentation Equipment	27%
SMART Technologies	Accessories	Multimedia Presentation Equipment	10%
SMART Technologies	Interactive Whiteboards	Multimedia Presentation Equipment	12%
SMART Technologies (Training)	Interactive Whiteboards	Multimedia Presentation Equipment	5%
Sonora Acoustic Panels	Acoustic Wall Panels	Multimedia Presentation Equipment	5%
Sony	Cameras, Displays, Video Conferencing	Multimedia Presentation Equipment	5%
Sony	Projectors	Multimedia Presentation Equipment	10%
Sound-Craft	Consoles	Multimedia Presentation Equipment	15%
Spectrum	Furniture	Multi-Media Furniture	25%
Surgex	Integration	Multimedia Presentation Equipment	8%
Symetrix	Audio	Multimedia Presentation Equipment	13%

Tascam	Audio	Multimedia Presentation Equipment	10%
Tripp Lite	Furniture	Multi-Media Furniture	6%
Vaddio	Broadcast	Broadcast Multimedia Presentation Equipment	
Vaddio	Broadcast	Broadcast Television Equipment	
Vidyo	Video Conferencing	Computer Presentation Equipment	8%
Whirlwind	Integration	Multimedia Presentation Equipment	15%
Williams Sound	Audio	Multimedia Presentation Equipment	20%

#### VI.B.2.b Warranty

RTW Warranty Coverage Details. Additional per year warranty coverage costs and details provided below.

Term	Costs
Year 1	5% of Total Project Cost
Year 2	6% of Total Project Cost
Year 3	7% of Total Project Cost

Description of Coverage	Details
Preventative Maintenance Visit (note details below)	1 Visit Annually
Telephone Technical Support	No Charge 9am-5pm
On-Site Technical Support Normal Business Hours	\$75/ hr. (no minimum)
On-Site Technical Support Outside Business Hours	\$175/hr. (Minimum 4 Hours)
Equipment Repair/Replacement Under Warranty	Costs Per Manufacturer Applied, Shipping Costs Applied, No Charge for Labor
Equipment Repair/Replacement Out of Warranty	Costs Per Manufacturer Applied, Shipping Costs Applied, Labor Costs Apply
Equipment Replacement Out of Warranty Ground Shipping	Additional Charge
Travel Rate (Outside Greater Richmond Area)	\$50/hr
Administrative Costs	No Charge

#### **Preventative Maintenance Visit Summary:**

An RTW technician will run through the entire installed A/V/L/C system top to bottom and verify its complete operation. Corrective action will be taken where issues are found. Notes will be made for clients where repairs may be necessary or if damage has been found to any systems or sub systems. General P.M. visits will include, but are not limited to, the below testing, troubleshooting, minor repairs, and updates.

- Test audio, visual, lighting, control systems, and VTC for full operation as designed
- Clean all equipment
- Update Firmware as needed
- Make minor adjustments necessary in audio system to enhance performance. Digital Signal Processing mods not included in this service.

- Test, Align and focus projectors
- Replace CFE projector lamps or RTW lamps (additional costs). Labor included in PM visit.

# VI.B.2.c Rental Equipment

RTW rental costs below have factored in an approximate 15% discount on RTW standard or market rates.

Description	Daily Rate
Wired Microphones	\$ 45.00
Wireless Handheld Microphone Systems	\$ 75.00
3000 Lumens Projector	\$ 150.00
5000 Lumens Projector	\$ 250.00
Fast Fold Style Screen (approx. 7.5' x 12')	\$ 150.00
Digital Mixing Console (32 Channels)	\$ 285.00
Digital Snake (32 in, 16 Out)	\$ 225.00
Analog Mixing Console (16 channels)	\$ 75.00
Analog Mixing Console (32 channels)	\$ 200.00
Powered 12" Speaker with Tripod	\$ 65.00
Powered 15" Speaker with Tripod	\$ 85.00
Powered Subwoofer	\$ 100.00
Analog 16 x 8 Snake, 100'	\$ 85.00
Direct Input Box	\$ 20.00
Sleek Headset Microphone, Bodypack, Receiver	\$ 105.00
31 Band Graphics EQ	\$ 40.00
Rackmount DVD Player	\$ 35.00
1 x 4 HDMI Distribution Amplifier	\$ 50.00
Kramer Presentation Switcher	\$ 195.00

# VI.B.2.d Hypothetical Pricing Schedule

Description	Ann	ual Expenditure	Average % Discount	Dis	scounted Total
Broadcast Television	\$	200,000.00	15%	\$	170,000.00
Multimedia Presentation	\$	700,000.00	14%	\$	602,000.00
Multimedia Development	\$	300,000.00	18%	\$	246,000.00
Satellite Transmitting and Receiving	\$	300,000.00	15%	\$	255,000.00
Teleconferencing and Communication	\$	1,300,000.00	10%	\$	1,170,000.00
Computer Presentation	\$	1,900,000.00	7%	\$	1,767,000.00
Broadband Distribution	\$	200,000.00	15%	\$	170,000.00
Multi-Media Furniture	\$	150,000.00	16%	\$	126,000.00
Section A Total				\$	4,506,000.00
Annual Maintenance Contracts	\$	100,000.00	15%	\$	85,000.00

Hourly Service Rates	Annual Hours	Hourly Rate	Annual Total
Maintenance After Warranty	200.00	\$ 95.00	\$ 19,000.00
Installation	700.00	\$ 65.00	\$ 45,500.00
Technical Assistance	50.00	\$ 95.00	\$ 4,750.00
Training	25.00	\$ 75.00	\$ 1,875.00
Section B Total			\$ 156,125.00
Description	Annual Expenditures	Average Discount	Discounted Total
Rental Equipment	\$ 100,000.00	15%	\$ 85,000.00
		Grand Total	\$ 4,747,125.00

#### VI. B. 3 Plan and Approach for Providing Proposed Services

RTW's plan and approach for providing services shall comply with all mandatory requirements specified within the RFP.

RTW was founded in 1996 by Rea Williams as a full service general contractor servicing central Virginia.

In 2005 RTW expanded its product offering by opening a media services division, which began handling the audio and visual needs of institutions, government, houses of worship, corporations, and variety of commercial clients throughout the Mid Atlantic area. RTW's media division has expanded and roughly half of RTW's employees are now dedicated full time media division personnel. RTW can provide in house access to electricians, HVAC techs, carpenters, which provides a stable backbone and creates accountability and high standards when installation of AV projects demand other trades.

RTW provides consulting and design services, turnkey installation and programming of systems, acoustical treatment design and installation, rentals of AV equipment, and a variety of similar product offerings. All RTW key technical personnel and lead technicians are CTS certified as RTW is fully committed to providing top tier services and solutions using industry-best practices, Info-Comm standards, policies, and procedures. It is RTW's goal not just to provide solutions that meet industry standards but to educate all clients on those standards, and to assist them with managing and servicing of the AV solutions after an install.

The sales process typically begins with the prospective client reaching out to a sales representative, who will set up an appropriate time for a meeting on site. The sales representative will assist with the design process, by conducting a needs analysis, inventory of existing gear, and full site survey of the environment where the project will take place. While these items are the highlights, all prevalent information will be discussed and noted for the engineering department, including budget, preferences, new product offerings, construction schedules, and all miscellaneous data to help complete collection of all requirements. The sales process entails detailed engineering discussion and consultation, which RTW includes at no cost to the client.

Following the sales process, the engineering division will provide input and ideas for meeting the needs of the clients within the constraints provided. The engineering division will assist the sales representative with turnkey design creation and provide support for statement of work creation and quotation/proposal finalization. The sales representative will organize an on-site meeting to review the proposal, emailing the quote the previous day to allow ample time for review and question formulation. The sales and reengineering process will continue until the client is fully satisfied and a decision is made.

When a decision to move forward is made and the purchase order created by the client, the sale is transitioned from the sales department to the operations department. The project manager will achieve

success on the job, large or small, using PMI's project management process map as a guideline for project flow and management. Once the order is received, the project manager will engage the sales department, engineering, and operations and distribute jobs folder prior to kick-off meeting.

Kick-off Meeting Objectives:

- Review and discuss SOW.
- Discuss/identify authorized client stakeholders/POCs with decision making power and document.
- Discuss and mark equipment locations and client preferences. Discuss all stakeholder expectations and discuss against the SOW.
- Discuss preliminary schedules and any client requests pertaining to schedule availability
- Review of project payment terms and payment milestones
- Final review of site installation conditions
- Review NIC (not in contract) items and CFE (customer furnished equipment) with client and how each item affects the project deliverables.
- Discuss project team with client and distribute contact information.
- Memorialize any new information and forward to client and update project documentation folder.

Following the kick off meeting, the below project milestones will be followed.

- RTW Engineer reviews meeting notes, design concept, equipment list, SOW, programming requirements, site drawings and site pictures; and prepares and forwards equipment list and items required from inventory, to purchasing.
- Purchasing prepares orders to manufacturers, tracks order confirmation/delivery expectations; documents shipments, coordinates deliveries with project schedule.
- Installation Manager reviews project documentation package. Installation manager prepares orders for expendables and miscellaneous items, including all wire, interconnects, hardware, connectors, etc. Any items requiring inventory will be checked to ensure work vans are stocked prior to on-site arrival.
- Installation Manager creates project schedule and builds calendar for system construction and installation.
- Rack fabrication, equipment testing, pre-commissioning, and preliminary labeling per CAD to be completed when equipment arrives. GUI review and approvals to take place.
- Rough-in construction phase schedule is coordinated and set. Rough in completed and reviewed with client.
- Coordination and creation of any progress payment submittals.
- Project Manager continues to coordinate follow-ups with client for NIC and CFE items, and with subcontractors and manufacturers for any outstanding items. Stakeholder mgmt. continues.
- AV installation scheduled. AV equipment is installed, equipment racks delivered. Final terminations, interconnects, labeling, and final system testing completed.
- Perform integrated change control as RFC (requests for change) and/or Change Orders arise.
- Programming/commissioning phase commenced in each room for any DSP processing or control systems. Field manager site inspections will control quality during this phase.
- Final system testing and documentation creation begins, including as-built drawings, manual binders.
- Owner staff training is scheduled and provided.

• Project manager invoices project in coordination with client representative. Project manager closes project or phase, documents, and memorializes for stakeholder distribution.

#### Items of Note:

- RTW does not intend on subcontracting any portion of the scopes of work for the VASCUPP contract. All programming, labor, and high voltage work (depending on location) will be provided in house.
- RTW has issued this to be the most favorable pricing offered to any customer for the same volume at this time.
- RTW will utilize full time in house project managers (non-field) and full time in house programmers on VASCUPP projects.
- RTW intends on servicing all the VASCUPP schools throughout Virginia.
- RTW follows all InfoComm industry best standards where applicable and will apply them to all VASCUPP contract work.
- RTW provides uncompiled and non-password protected source code for ALL of our existing clients, and VASCUPP clients will be given the same uncompiled and non-password protected source code.

# VI. B. 3. A Proposed Price and Discount Schedule - By Category

Broadband Distribution			
Liberty Wire and Cable	Wire and Cable	Broadband Distribution	15%
Broadcast Television Equipment	Wife and Cable	Dioadband Distribution	1370
Bosch/Telex	Audio, Processors	Broadcast Television Equipment	26%
Countryman	Broadcast	Broadcast Television Equipment	15%
DBX Professional Products	Broadcast	Broadcast Television Equipment	15%
Digico	Consoles	Broadcast Television Equipment	15%
Klark Teknik	Broadcast	Broadcast Television Equipment	10%
Roland	Broadcast	Broadcast Television Equipment	10%
Rolls Corporation	Broadcast	Broadcast Television Equipment	9%
Vaddio	Broadcast	Broadcast Television Equipment	18%
Computer Presentation Equipment		1. I.	
Cisco	Video Conferencing	Computer Presentation Equipment	5%
Vidyo	Video Conferencing	Computer Presentation Equipment	8%
Multimedia Development Equipment			
AMX	Control Systems	Multimedia Development Equipment	20%
Aurora Multimedia	Control Systems	Multimedia Development Equipment	8%
ClearOne	Processors	Multimedia Development Equipment	10%
Crestron	Processors	Multimedia Development Equipment	27%
Crown	Processors	Multimedia Development Equipment	20%
DBX Professional Products	Processors	Multimedia Development Equipment	15%
EAW	Processors	Multimedia Development Equipment	18%
Electrovoice	Processors	Multimedia Development Equipment	27%
Extron	Integration	Multimedia Development Equipment	25%

Kramer	Audio, Video Switchers & Integration	Multimedia Development Equipment	20%
Lab Gruppen	Processors	Multimedia Development Equipment	8%
Multi-Media Furniture		2 2 2	
AVF	Furniture	Multi-Media Furniture	22%
Dalite Furniture	Furniture	Multi-Media Furniture	20%
Gator Cases	Cases	Multi-Media Furniture	12%
Middle Atlantic	Furniture	Multi-Media Furniture	20%
Omnimount Systems	Furniture	Multi-Media Furniture	7%
Peerless Industries	Furniture	Multi-Media Furniture	15%
Spectrum	Furniture	Multi-Media Furniture	25%
Tripp Lite	Furniture	Multi-Media Furniture	6%
Multimedia Presentation Equipment			
Ace Backstage	Floor Boxes, Audio	Multimedia Presentation Equipment	10%
AKG	Audio	Multimedia Presentation Equipment	20%
Allen and Heath	Consoles	Multimedia Presentation Equipment	15%
AMX	Control Systems	Multimedia Presentation Equipment	20%
Analog Way	Integration	Multimedia Presentation Equipment	7%
Anchor	Audio	Multimedia Presentation Equipment	5%
APC	Integration	Multimedia Presentation Equipment	5%
Ashley Audio	Audio, Integration	Multimedia Presentation Equipment	20%
Atlas	Audio	Multimedia Presentation Equipment	12%
Atlona	Integration	Multimedia Presentation Equipment	15%
Audio-Technica	Audio, Integration	Multimedia Presentation Equipment	20%
Audix	Audio	Multimedia Presentation Equipment	15%
Aurora Multimedia	Control Systems	Multimedia Presentation Equipment	8%
Aviom	Audio	Multimedia Presentation Equipment	10%
Bag End	Audio	Multimedia Presentation Equipment	20%
Barco	Presentation Equipment	Multimedia Presentation Equipment	10%
Barco	Projectors	Multimedia Presentation Equipment	12%
Behringer	Consoles	Multimedia Presentation Equipment	15%
Bi-Amp	Audio	Multimedia Presentation Equipment	20%
Blizzard Lighting	Lighting	Multimedia Presentation Equipment	10%
Bosch/Telex	Audio, Processors	Multimedia Presentation Equipment	26%
BrightSign	Media Players	Multimedia Presentation Equipment	5%
BSS	Audio	Multimedia Presentation Equipment	5%
Canon	Projectors	Multimedia Presentation Equipment	10%
Casio	Projectors	Multimedia Presentation Equipment	10%
Chauvet	Lighting	Multimedia Presentation Equipment	5%
Chief Manufacturing	Integration	Multimedia Presentation Equipment	20%
Christie	Projectors	Multimedia Presentation Equipment	15%
Christie	Projectors	Multimedia Presentation Equipment	20%
Christie	Presentation Equipment	Multimedia Presentation Equipment	20%
Cisco	Audio, Video, Switchers	Multimedia Presentation Equipment	5%
ClearOne	Audio	Multimedia Presentation Equipment	10%
Clock Audio	Audio	Multimedia Presentation Equipment	15%
Community Loudspeakers	Audio	Multimedia Presentation Equipment	12%

Countryman	Presentation Equipment	Multimedia Presentation Equipment	15%
Crestron	Media, Accessories	Multimedia Presentation Equipment	20%
Crestron	Audio	Multimedia Presentation Equipment	15%
Crimson AV	Integration	Multimedia Presentation Equipment	10%
Crown	Audio, Microphones	Multimedia Presentation Equipment	20%
Dalite	Projection Screens	Multimedia Presentation Equipment	20%
Danley	Audio	Multimedia Presentation Equipment	10%
DBX Professional Products	Audio	Multimedia Presentation Equipment	15%
Digico	Consoles	Multimedia Presentation Equipment	15%
Digital Projection	Projectors over 7 Lbs	Multimedia Presentation Equipment	10%
Draper	Projection Screens	Multimedia Presentation Equipment	20%
EAW	Audio	Multimedia Presentation Equipment	18%
Electrovoice	Audio	Multimedia Presentation Equipment	27%
Elmo	Presentation Equipment	Multimedia Presentation Equipment	10%
Epson	Presentation Equipment	Multimedia Presentation Equipment	15%
Epson	Projectors	Multimedia Presentation Equipment	18%
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ETC	Lighting	Multimedia Presentation Equipment	5%
Extron	Cables / Presentation	Multimedia Presentation Equipment	25%
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Furman	Integration	Multimedia Presentation Equipment	15%
Gator Cases	Cases	Multimedia Presentation Equipment	12%
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Infocus	Interactive Whiteboards	Multimedia Presentation Equipment	8%
Infocus	Projectors over 7 Lbs	Multimedia Presentation Equipment	20%
Infocus	Projectors	Multimedia Presentation Equipment	15%
JBL	Audio	Multimedia Presentation Equipment	25%
JBL	Accessories	Multimedia Presentation Equipment	15%
Juice Goose	Integration	Multimedia Presentation Equipment	12%
Just Lamps	Presentation Equipment	Multimedia Presentation Equipment	5%
Klark Teknik	Presentation Equipment	Multimedia Presentation Equipment	10%
Kramer	Audio, Video Switchers & Integration	Multimedia Presentation Equipment	20%
Lab Gruppen	Audio	Multimedia Presentation Equipment	8%
Liberty Wire and Cable	Wire and Cable	Multimedia Presentation Equipment	15%
Lightronics	Lighting	Multimedia Presentation Equipment	22%
Listen Technologies	Audio, Presentation Equipment	Multimedia Presentation Equipment	12%
Lowell	Audio, Integration	Multimedia Presentation Equipment	18%
MIDAS	Consoles	Multimedia Presentation Equipment	20%
Middle Atlantic	Racks	Multimedia Presentation Equipment	20%
NEC NEC	Projectors	Multimedia Presentation Equipment	15%
NEC	Presentation Equipment	Multimedia Presentation Equipment	10%
Omnimount Systems	Integration	Multimedia Presentation Equipment	7%
Ommunicant Dystems	integration	materinedia i resentation Equipment	7 70
Danasonis	Projectors Presentation Equipment	Multimodia Procontation Fauinment	Ω0/-
Panasonic Peerless Industries	Projectors, Presentation Equipment Integration	Multimedia Presentation Equipment  Multimedia Presentation Equipment	9% 15%

Presonus	Consoles	Multimedia Presentation Equipment	15%
QSC	Audio	Multimedia Presentation Equipment	13%
Radio Design Labs	Integration	Multimedia Presentation Equipment	12%
Revolabs	Audio	Multimedia Presentation Equipment	8%
Roland	Audio, Video Switchers & Integration	Multimedia Presentation Equipment	10%
Rolls Corporation	Audio, Video Switchers & Integration	Multimedia Presentation Equipment	9%
Samsung	Presentation Equipment	Multimedia Presentation Equipment	10%
Sennheiser	Audio	Multimedia Presentation Equipment	27%
Sharp	Presentation Equipment	Multimedia Presentation Equipment	5%
Sharp	Projectors	Multimedia Presentation Equipment	15%
Shure	Audio	Multimedia Presentation Equipment	27%
SMART Technologies	Accessories	Multimedia Presentation Equipment	10%
SMART Technologies	Interactive Whiteboards	Multimedia Presentation Equipment	12%
SMART Technologies (Training)	Interactive Whiteboards	Multimedia Presentation Equipment	5%
Sonora Acoustic Panels	Acoustic Wall Panels	Multimedia Presentation Equipment	5%
Sony	Cameras, Displays, Video Conferencing	Multimedia Presentation Equipment	5%
Sony	Projectors	Multimedia Presentation Equipment	10%
Sound-Craft	Consoles	Multimedia Presentation Equipment	15%
Surgex	Integration	Multimedia Presentation Equipment	8%
Symetrix	Audio	Multimedia Presentation Equipment	13%
Tascam	Audio	Multimedia Presentation Equipment	10%
Vaddio	Broadcast	Multimedia Presentation Equipment	18%
Whirlwind	Integration	Multimedia Presentation Equipment	15%
Williams Sound	Audio	Multimedia Presentation Equipment	20%
Satellite Transmitting and Receiving			
Liberty Wire and Cable	Wire and Cable	Satellite Transmitting and Receiving	15%
Teleconferencing and			
Communication			200:
Bi-Amp	Audio	Teleconferencing and Communication	20%
BSS	Processors	Teleconferencing and Communication	5%
Revolabs	Conferencing	Teleconferencing and Communication	8%
Cisco	Audio, Video, Switchers	Teleconferencing and Communication	5%

# VI. B. 3. B. RTW understands that individual University purchase orders will be issued for individual requirements on an "as needed" basis.

# VI. B. 3. C RTW agrees to freight terms F.O.B. Destination/Pre-paid.

VI. B. 3. E See attached 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.

#### VI. B. 3.F. Warranty information related to RTW projects below (and above).

RTW will provide a minimum of a one (1) year warranty from the date of acceptance on all labor and will pass through the manufacturer's standard equipment warranty. Labor and wiring of a completed system carries a one (1) year labor warranty from RTW.

The Original Equipment Manufacturer (OEM) warranty shall pass directly to the purchaser on all equipment. Products that are inoperative at installation will be replaced by RTW or repaired under warranty. The decision to repair or replace items that fail under warranty is at the discretion of the purchaser unless timely notice of product failure is not given to RTW.

RTW will replace any equipment which fails within thirty (30) days of purchase.

If needed, RTW will provide similar loaner equipment at no charge if RTW has this equipment available in stock.

• RTW will provide a service agreement available to the purchaser as described above.

### VI. B. 3. G Additional Services

Description	Hourly Rate
Programming Hourly Rate (Crestron, AMX)	\$ 100.00
Audio Engineer Hourly Rate (DSP Programming)	\$ 105.00
Installation Hourly Rate (per tech)	\$ 65.00
Maintenance/Service Hourly Rate	\$ 95.00
Project Manager Hourly Rate	\$ 85.00
Consulting/Design Hourly Rate	\$ 95.00
Rental Setup/Event Production Hourly Rate	\$ 65.00
Rental Drop Off and Pick Up Fee (50 +50)	\$ 100.00
Training Hourly Rate	\$ 75.00
CAD Draftsman	\$ 65.00
Certified In House Electrician (only to be used on RTW AV projects)	\$ 95.00
Travel Rate (only for projects over 75 miles outside of G. Richmond Metro)	1/2 normal Hourly Rate
Per Diem (only when overnight is required)	\$50/day
Lodging (only when overnight is required)	\$130/night (2 technicians)

# VI. B. 3. H. Sample Quote

RTW CONSTRUCTION CORPORATION

Media Services Division VA Class A #39356 SWaM #666946

RTY

TO Jackie Colbert Virginia Commonwealth University 912 W Grace Street

Richmond, VA 23284

QUOTE: VCU-SC1

18405 Jefferson David Highway Ruther Glen, VA 22546 804-448-4800 admin@rtwAV.com www.rtwAV.com

	ACCOUNT	MANAGER / CONTACT INFO	LEAD TIME	Contract #	PAYMENT TERMS	PO	DATE
Jor	n Clarke / !	540-872-1519 / jon@rtwAV.com	14-21 days	7058821JC	Net 30	VCU-SC1	11/10/16
оту	ITEM#	DESCRIPTION		LIST PRICE	DISCOUNT	UNIT PRICE	LINE TOTAL

QTY	ITEM#	DESCRIPTION		LIST PRICE	DISCOUNT		UNIT PRICE		LINE TOTAL
1	M32-IP	MIDAS Digital Console 40 Input Channels	\$	4,024.99	20.00%	\$	3,219.99	\$	3,219.99
1	DL32	MIDAS 32 Input Digital Stage Box	\$	2,299.99	20.00%	\$	1,839.99	\$	1,839.99
2	Q99 120V	Electro-Voice 2 Channel 900W Amplifier	\$	1,099.00	27.00%	5	802.27	\$	1,604.54
1	Q66-II 120V	Electro-Voice 2 Channel 600W Amplifier	\$	859.00	27.00%	5	627.07	\$	627.07
4	ZX5-90W	Electro-Voice ZX5 600W Loudspeaker	\$	1,303.00	27.00%	5	951.19	\$	3,804.76
1	ERX-18S	Electro-Voice 18" Subwoofer	\$	1,259.00	27.00%	5	919.07	\$	919.07
5	Tech-L	Project Manager				\$	85.00	\$	425.00
8	Tech-I	Installation Technician	Г			\$	65.00	\$	520.00
3	Eng-S	Sound Engineer (Equalization)	L			5	105.00	\$	315.00
			E			E			
						H			
			F			F			
					SUBTOTAL			5	13,275.42
					SALES TAX			_	.5,2,5,42
					TOTAL			\$	13,275.42

This quote is confidential.

You can also reach out to Zack Guida at our main office (804-448-4800 Ext.1) with any billing or payment questions.

THANK YOU FOR YOUR BUSINESS!

#### VI. B. 3. I. Implementation Schedule

Term	Costs
1-Dec	Award Date
7-Dec	Assign RTW designated VASCUPP employees and roles
15-Dec	Kickoff meeting with RTW designated employees to get familiar with Contract
20-Dec	Kickoff meeting with VCU Purchasing, POCs, AV Dept heads.
21-Dec	Internal meeting to discuss final expectations for assigned staff
2-Jan	RTW will be ready to receive orders for VASCUPP Contracts

# VI.B.4 RTW will comply with all mandatory requirements as presented in Section V, Statement of Needs.

#### VI.B5 RTW will comply with all non-mandatory requirements as presented in Section V

#### VI.B.7 Qualifications and experience

Over the past decade, RTW Media has provided audiovisual installations for universities, schools, governments, houses of worship, and businesses. Every project is handled with the superior customer attention and quality control. RTW has built the company from the referrals of each project, and we are dedicated to complete customer satisfaction.

#### Reference Project # 1

#### Virginia Polytechnic University / 2014 – Present

Contact: Brian James, Assistant Director of Event Management

321 Squires Student Center, Blacksburg, VA 24061

bej@vt.edu / 540-998-2952

Project: Graduate Life Center, 2014

Scope: RTW designed a Praesideo/Bosch/Electro-Voice public address system upgrade for the

Graduate Life Center. The solution included ceiling speakers throughout the entire building, amplifiers, and the necessary processing equipment and digital signal processors. The new system gave Virginia Tech the ability to more effectively manage

their communications throughout the building while increasing safety with the

enhanced alert settings and smart system monitoring. RTW worked closely with Brian James and the university staff to ensure that all needs and deliverables were met, all programming and commissioning completed, the system was thoroughly tested, and in

depth training was given.

Project Spend: \$50,000

#### Reference Project # 2

# Appomattox Regional Governor's School / 2011 - Present

Contact: Cindy Warren, Theatre Arts Department Chair

512 West Washington Street, Petersburg, VA 23803

cwarren@args.us / 804-772-0200

Project: Audio System Upgrade, 2012

Scope: RTW provided a design-build PA system upgrade for ARGS auditorium incorporating

Midas/Electro Voice/Telex. This installation was a turn-key solution, designed as a part of an RFP, and awarded to the lowest responsive and responsible bidder. RTW showed its ability to provide top tier service and final product at economical rates. The design included a full concert ready PA system, including new LCR speaker configuration, digital mixing console, DSP and control system, microphone package, Williams Sound assisted listening, and stage box solutions. RTW provided a superior quality installation for ARGS, and continues to work with this audio system under a 5-year maintenance agreement.

Project: Video Upgrade, 2015

Scope: RTW provided and installed a new high lumen projector and video solution in the

auditorium

Project: Gymnasium Audio Upgrade, 2016

Scope: RTW designed and installed a full upgrade for the audio system in the gymnasium at

ARGS. This cost-conscious design was professionally installed, commissioned, and full

training provided.

Total Projects Spend: \$150,000

#### Reference Project # 3

The Supreme Court of the United States / 2016

Contact: Scott Rose

1 First Street Northeast, Washington, DC 20543

Scott.rose@dlfi.biz / 703-628-8469

Project: Digital Light and Fiber Video System

Scope: RTW designed and provided an upgrade for the Supreme Court's video system in its

security room in the basement of the SCOTUS. The new Crestron 32x32 DM system design included switching and routing digital video signals and Extron video wall processors. The precise implementation of this project mandated a full mockup in rain

processors. The precise implementation of this project mandated a full mockup in rack fabrication including all custom Crestron programming and GUI, pre-training and proof of concept to end users, and complete installation guaranteed from Friday evening to Sunday at 5pm. Given only 2 days for a full installation, RTW proved its ability to project

manage effectively and rollout installations smoothly.

Client Spend to Date: \$200,000+

## Reference Project # 4

Corporate Executive Board / 2013-Present / Over \$3 Million

Contact: Adam Sprouse, AV Lead

1919 North Lynn Street, Arlington, VA 22902 (Headquarters)

adam@executiveboard.com / 571-303-3000

Project: Audiovisual Partnership

Scope: RTW is the audio, visual, structured cabling, and video teleconferencing partner of CEB.

We handle the engineering and consulting for all CEB's systems globally. RTW provides

design, service, installation, and equipment upgrades in large stadium seating

classrooms, conference rooms, and many other applications. Our work has included, but is not limited to, designing and installing the BIAMP Tesira audio DSP system to handle 200 open microphones per room, custom AMX programming solutions for all board rooms and conference rooms globally, and on-site support staff for client full

time. Our technicians have been provided technical support on weekends for VASCUPP

member UVA Darden's weekend program hosted at CEB's HQs for 4+ years.

Client Spend to Date: \$3,000,000+

#### Reference Project # 5

Lee County Public Schools / 2016

Contact: Joe Hobbs, Director of Finance

153 School Board Place, Jonesville, VA 24263

Joe.hobbs@leecountyschools.net / 276-346-2107

Project: Football Stadium Sound System at Lee High and Thomas Walker High

Scope: RTW designed a new Bosch/Electro-Voice audio system for two Lee County Public

School football stadiums. The professionally installed systems enable the students, parents, team, and visitors to enjoy the games and other events with a clear, even wash of sound. RTW proved it can service even the furthest western county in the state.

Project Spend: \$25,000

#### Reference Project # 6

**Botetourt County Schools / 2016** 

Contact: Dr. Brian Austin, Director of Administration and Business Operations

143 Poor Farm Road, Fincastle VA 24090 (project site at Botetourt schools)

Brian.austin@leecountyschools.net / 276-346-2107

Project: Multiple Auditorium Video System and Audio Solution

Scope: RTW installed a simple, yet effective full video system for Botetourt County School in

multiple auditoriums.

Project Spend: \$30,000

#### VI.B..7.b Staff Members Assigned to VASCUPP Contract

#### **Zack Guida**

<u>Operations Manager</u>. 7+ years of experience in project, process, and strategic management, with overall business management backbone. CTS certified with background in AV systems management. Participated in PMI PMP Project Management Professional course completion at Virginia Tech.

Zack will be the lead contact for all AV related inquiries for the VASCUPP contract. Will oversee the dedicated, non-field employee, project manager that will be assigned to VASCUPP contract projects.

#### Jon Clarke

Account Manager with CTS certification. BS in Business with Major in Marketing from VCU. Experienced in performing site surveys and developing client proposals. Works with clients to ensure timely and successful delivery of the solutions to their needs and objectives.

Jon will be a designated sales rep to handle AV related inquiries for the VASCUPP contract. Jon is located in RTW's Roanoke location, servicing clients in the Western region of the state.

#### **David Berube**

Administration/Safety Manager. BS in Engineering from Northeastern University. Over 30 years' experience in industrial management, safety engineering and EHS. Trained and skilled in hazard analysis and control, scaffolding inspection and safety management systems auditing. Responsible for RTW's administrative, human resources, accounts receivable and safety functions.

Dave will be the contact for safety meetings and misc. administration for project.

#### **Rea Williams**

Owner and President of RTW. With over 30 years' experience in commercial and residential construction, Rea's hands on experience in directing, leading, and building multi-million dollar commercial buildings from the ground up, help create the structure and procedures RTW follows on all installations. Rea continues to lead the audio-visual company with strong oversight roles in the sales and operations areas.

Rea will serve as project manager for large installation projects.

#### **Mack McKinney**

<u>AV Field Manager</u>. CTS certified. Project Management certified CTS holder. Mack handles all aspects of major accounts. 20 years of background in commercial construction and project management, Mack has spent the last 10 years leading and coordinating highly specialized audio visual installations. Mack has experience in all classroom AV design, programming, DSP creation, as well as live sound management and training.

Mack will be the lead on site field manager for projects large and small related to the VACUSPP contract. Mack will handle all quality control. Mack will be on site for all kick off meetings, walk-throughs, trainings, and job closeout meetings. Mack will serve as liaison between the client and RTW dedicated project manager.

#### **Nathan Harris**

<u>AV Designer</u>. 15 years' experience in installing and servicing Computer, Network, and Audio-Video equipment and cabling. Nathan is skilled at developing high-quality AV

systems construction and signal-flow drawings, details, cost analysis and specifications language.

Nathan will assist in engineering, CAD, and client technical support for AV installations.

#### Rea Williams Sr.

<u>High Level Architectural Planning and Draftsman</u>. Mr. Williams worked as a project engineer and project manager for Williams Construction Company, Baltimore, Maryland, on various highway and heavy construction projects ranging from \$3 million to \$22 million. Mr. Williams worked in land planning and development for the same company during this nine-year period constructing subdivisions, trailer parks, shopping centers and office building projects.

Rea will provide the high-level design and construction consultation for construction related AV items. Rea will coordinate with GCs as needed for high level planning and strategy.

#### VI.B.7.c VASCUPP Primary Contact

RTW is designating our operations manager, Zack Guida, as a primary point of contact for sales, support, and problem resolution. He is available as follows:

Zack Guida, Operations Manager 18405 Jefferson Davis Highway Ruther Glen, VA 22546

Office: 804-448-4800 ext. 1 Cell: 401-378-7251

#### **VI.B.7.d Term Contract**

RTW does not have term contracts with any institutions of higher education.

#### **VI.B.7.e VASCUPP Sales**

Annual sales RTW has with each VASCUPP Member Institution.

2013 Virginia Tech	\$ 54,837.50
2014 Virginia Tech	\$ 50,721.00
2015 Virginia Tech	\$ 14,369.00
2016 Virginia Tech	\$ 8,664.00
2013 George Mason	\$ 1,407.00

VI.B.8 Our firm agrees to accept the Bank of America Visa Corporate Purchasing Card for orders of \$5,000 or less.

VI.B.9 RTW fully accepts 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.

VI.B.10 RTW is a DSBSD certified small business. See cover sheet for #.

VI.B.11 Method of Payment; See attached Appendix II for selected electronic payment method.

# DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION COMMONWEALTH OF VIRGINIA

EXPIRES ON 05-31-2017

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

2705039356

BOARD FOR CONTRACTORS CLASS A CONTRACTOR \*CLASSIFICATIONS\* BLD ELE HVA

RTW CONSTRUCTION CORPORATION 14640 JEFFERSON HIGHWAY BUMPASS, VA 23024

Jan W. De Boen
Jay W DeBoen 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 CAR

COMMONWEALTH OF VIRGINIA
CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

\*CLASSIFICATIONS\* BLD ELE HVA NUMBER: 2705039356 EXPIRES: 05-31-2017

RTW CONSTRUCTION CORPORATION 14640 JEFFERSON HIGHWAY BUMPASS, VA 23024 (DETACH HERE)

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

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.

#### Search by company name = RTW Construction The following result(s) sorted by company name.

Total 1 search result(s)

SWaM Type	SWaM Cert#	Expiration Date	Company Name/Mailing Address	Pcard	Description of Services
S	666946	07-28-2018	RTW CONSTRUCTION CORPORATION Doing Business As: RTW CONSTRUCTION CORPORATION 14640 JEFFERSON HIGHWAY BUMPASS, VA 23024 Contact DAVID BERUBE Phone: (540)872-4395 Fax: (540)872-4396	N	NIGP Code and Description 99828 AUDIO VISUAL CONTRACTOR 98512

#### Note

- MS or WS in the SWaM Type column indicates the business also has small business certification.
   Before printing, ensure that your browser print setup is set to landscape.

Expiration date with \* indicates that business is pending for recertification.

Expiration date with \* indicates that business is pending for recertification.

Expiration date with \* indicates that business currently has 'Provisionally Approved' status. The Department of Small Business and Supplier Diversity (SBSD) must receive all required supporting documents 15 days prior to the expiration date to allow processing or the certification will automatically expire.

Company name with \*\*\* indicates that business is a "Service Disabled Veteran owned" business.

1-1 of 1



#### 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.

Collect

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour <u>or</u> 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

RTW CONSTRUCTION CORP.

Name of Firm

Signatura Ante

11-10-16

Date

#### APPENDIX II INVOICING AND PAYMENT

#### Invoicing:

The Contractor shall submit a fully itemized invoice to <u>Virginia Commonwealth University</u>, <u>Accounts Payable and Support Services</u>, <u>P. O. Box 980327</u>, Richmond, <u>VA 23298-0327</u>, 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**

 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: <a href="http://www.vcu.edu/treasury/VendorACH.htm">http://www.vcu.edu/treasury/VendorACH.htm</a>.

Commercia	Card Payment (Wells Fargo VISA)
X Automated	Clearing House (ACH)
ing and Payment Metho	d Acknowledgement:
Signature: Name Printed: Title: Name of Firm: Date:	David H. Berube David H. Berube Administration Manager RTW Construction Corp 11/11/2016
appropriate point of conta	ing contact information for the individual who will serve as the act within your company to be contacted by VCU Accounts a electronic invoicing and payment processes:
Name of the individual: Title: Mailing address:	DAVID H. Berube Administration MANAGER POBOXISO LADYSMITH, UA 22501
Email address: Phone number: Fax number:	Admin @ Rtw AV. COM (804) 448-4800



Bosch security systems, Inc. 12000 Portland Ave. south Burnsville, MN 55337, USA

www.boschcommunications.com

November 10, 2016

#### To Whom It May Concern:

As a manufacturer, Bosch Security Systems, Inc., has been working with RTW Media for several years and have done many projects together. In that time period, RTW Media has worked in various markets including House of Worship, Corporate, Local Government, Entertainment and Higher Education. Many of these projects have been cited as examples for further potential opportunities in other geographical areas in the region.

RTW Media is committed to excellence. They have been to our main headquarters, located in Burnsville, MN, and have attended various trainings to keep up with technology changes in our industry. They are certified in the Bosch Praesideo portfolio which includes our Mass Notification products. They have always been reputable, reliable and responsive to the needs of their clients and remain in good standing in all aspects with Bosch Security Systems, Inc. as a Master Dealer.

In short, this is a company that can be trusted and has the knowledge and the experience to do the Job right. I recommend, without reservation, that RTW Media be heavily considered for any and all opportunities.

Sincerely,

Greq Compagnone

Bosch Security Systems – Director of Sales Eastern US and Canada Greg.compagnone@us.bosch.com

Electro-Voice | RT5 | Telex

BoscH and the symbol are registered trademarks of Robert Bosch GmbH, Germany

# CUSTOMER COMMENT FORM RTW CONSTRUCTION CORPORATION Media Services Division Class A #39356

SWaM #666946

1. What was your experience working with RTW Media in

	Excellent. RTW is responsive to purchase inquiries, information inquiries, and mitigating issues wit suppliers on our behalf. We had a minor issue with projector hardware and they utilized their contacts to help us quickly resolve the problem.
	Would you use RTW Media again for future projects? Why?
	Yes, they have been great to work with in providing options in functionality and price points. They have been solution oriented and we have never felt they were overselling. When they cannot directly supply answers, they are quick to pull in supplier experts for options, explanations, and demonstrations.
-	Would you recommend RTW Media to others?
	Absolutely; We became aware of them as a recommendation from another department at our institution.
	Would you like to see RTW Media on the VASCUPP contract? Why?

RTW CONSTRUCTION CORPORATION Media Services Division Class A #39356 SWaM #666946

1. Wh	at was your experience working with RTW Media in the past?
	ee County Public Schools past working experience with RTW has been exceptional in all areas from les to installation and follow up service.
2. Wo	uld you use RTW Media again for future projects? Why?
Ye	es, based on our past experience with RTW
3. Wo	uld you recommend RTW Media to others?
Ye	es
4. Wo	uld you like to see RTW Media on the VASCUPP contract? Why?
	es, by RTW having the VASCUPP contract it will afford them the opportunity to grow as a business and gain valuable experience that will translate into even better service and prices for all customers.
Name / Da	te: Joe Hobbs 11/09/2016
Title / Orga	anization: Director of Finance Lee County Public Schools

RTW CONSTRUCTION CORPORATION Media Services Division Class A #39356 SWaM #666946

1. What was your experience working with RTW Media in the past?

RTW installed three wall mounted all-in-one touch displays in conference rooms when we relocated to a new building. The crew was on-site at the contracted cost for as long as necessary to complete the task. All the installations were professionally completed, and are still in use today. They also facilitated the replacement and re-installation of hardware due to technical issues with the original equipment provided directly from the manufacturer.

2. Would you use RTW Media again for future projects? Why?

Yes I would use them based on preferring to work with a smaller team compared to other vendors which have a lot of business and a lot of staff, but lack the personal engagement on smaller projects.

3. Would you recommend RTW Media to others?

Yes I have recommend them for the type of department level conference room installs for which we have used their services.

4. Would you like to see RTW Media on the VASCUPP contract? Why?

Yes. They are one of the top three companies typically recommended on campus within the IT community when a question goes out regarding AV installation. I support any contract improvements that make it easier for us to purchase equipment and services with as little administrative overhead as possible.

Name / Date: Neil Sedlak

Title / Organization: IT Director, Office of the VP for Research, Virginia Tech

RTW CONSTRUCTION CORPORATION Media Services Division Class A #39356 SWaM #666946

1.	What was your experience working with RTW Media in the past?
	Installation of a sound/paging system in the Graduate Life Center, service calls to the paging system in Squires Student Center. Direct sales of products for video.
2.	Would you use RTW Media again for future projects? Why?
	Yes. Timely services, professional attitude and service. Flexible and extremely responsive. When trouble shooting a problem that was caused by another contractor, they went well above and beyond to find the resolve, including brining manufacturer personnel in to resolve the issue. This was well above and beyond their responsibility and what they were paid for.
3.	Would you recommend RTW Media to others?
	Very easily and without reserve
4.	Would you like to see RTW Media on the VASCUPP contract? Why?
	Yes, they carry a very full line of vendors, are expedient in delivery, very willing to research solutions to problems, well priced and back their product and sales to a very high degree.
Name 11/9/1	/ Date:Brian James

RTW CONSTRUCTION CORPORATION Media Services Division Class A #39356 SWaM #666946

1. What was your experience working with RTW Media in the past?

2. Would you use RTW Media again for future projects? Why?

RTW Media continues to be a valued partner with Sennheiser in promoting and integrating the latest in audio technology. They have a team of very capable Account Execs, project managers and engineers and remain committed to timely communication, quality design and installation of solutions tailored to their customers' needs.

· · ·	ns in a professional manner and focuses on continued the project. They're committed to engagement and
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3. Would you recommend RTW Media to others?

Yes, I would without hesitation.	

4. Would you like to see RTW Media on the VASCUPP contract? Why?

I think RTW Media would be an excellent candidate for the VASCUPP contract. They're able to provide solutions throughout Virginia and have employees located in strategic locations to be able to manage and support regional installations.

lame / Date:	Philip G. Rossi	Nov 9, 2016	_
itle / Organization:	Regional Sales Manag	ger, Mid-Atlantic Sennheiser Electronic	Corp.

RTW CONSTRUCTION CORPORATION Media Services Division Class A #39356 SWaM #666946				
1. What was your experience working with RTW Media in the past?				
We have utilized them as a technical resource, a system design resource, as an installation service, and as a hardware supplier.				
2. Would you use RTW Media again for future projects? Why?				
Yes. Timely response and follow through is what comes to mind with RTW. We've been very satisfied with pricing, and with product selection. The coordination of service and installation was clear and precise. On-site adjustments were successfully implemented to satisfy our particular needs.				
3. Would you recommend RTW Media to others?				
Certainly. They are polite and easy to work with, knowledgeable, and reliable to handle the tasks they've undertaken.				
4. Would you like to see RTW Media on the VASCUPP contract? Why?				
Yes. We certainly need more and diverse Audio/Video resources for acquiring hardware, and for designing/installing/servicing the ever-growing and rapidly changing marketplace.				
Name / Date: Tim Farris 11/08/2016				
Title / Organization: Audiovisual Specialist Frederick County Public Schools				



RTW Construction Corp. January 16, 2017

RTW Media, 18405 Jefferson Davis Hwy, Ruther Glen VA 22546

RFP #: 7058821[C

RFP Title #: VASCUPP Audio Visual Term Contracts

www.rtwAV.com

NEGOTIATION QUESTIONS/RESPONSES FOR RFP #7058821JC VASCUPP Audio Visual Term Contracts

1-16-17

Emailed on January 16, 2017

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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

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

- Does your firm agree to comply with the Procurement Requirements in Section V, Item F. 1-5?
   Yes
- 3. Does your company agree to the cooperative contract language specified in Section I, Purpose, Page 4?

Yes

- 4. Proposed Pricing:
  - **a**. Is the pricing offered the most favorable pricing offered to any customer for the same volume at this particular time?

Yes

b. What additional discounts or price breaks can be offered for this contract without changing any of the project approach and deliverables proposed?

<u>Please note the Pricing Discount Schedule and Pricing Schedule have not changed from our original proposal.</u>

b. 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.

<u>Please note the Pricing Discount Schedule and Pricing Schedule have not changed from our original proposal. Pricing and discount schedules reattached below in Exhibit A.</u>

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.

RTW is in agreement with the above regarding boiler plate terms on quotations. The terms and conditions of this RFP shall govern the contract and each project without exception.

#### **Exhibit A**

Manufacturer	Description	CATEGORY VASCUPP	Discount off List
Ace Backstage	Floor Boxes, Audio	Multimedia Presentation Equipment	10%
AKG	Audio	Multimedia Presentation Equipment	20%
Allen and Heath	Consoles	Multimedia Presentation Equipment	15%
AMX	Control Systems	Multimedia Presentation Equipment	20%
AMX	Control Systems	Multimedia Development Equipment	20%
Analog Way	Integration	Multimedia Presentation Equipment	7%
Anchor	Audio	Multimedia Presentation Equipment	5%
APC	Integration	Multimedia Presentation Equipment	5%
Ashley Audio	Audio, Integration	Multimedia Presentation Equipment	20%
Atlas	Audio	Multimedia Presentation Equipment	12%
Atlona	Integration	Multimedia Presentation Equipment	15%
Audio-Technica	Audio, Integration	Multimedia Presentation Equipment	20%
Audix	Audio	Multimedia Presentation Equipment	15%
Aurora Multimedia	Control Systems	Multimedia Presentation Equipment	8%
Aurora Multimedia	Control Systems	Multimedia Development Equipment	8%
AVF	Furniture	Multi-Media Furniture	22%
Aviom	Audio	Multimedia Presentation Equipment	10%
Bag End	Audio	Multimedia Presentation Equipment	20%
Barco	Presentation Equipment	Multimedia Presentation Equipment	10%
Barco	Projectors	Multimedia Presentation Equipment	12%
Behringer	Consoles	Multimedia Presentation Equipment	15%
Bi-Amp	Audio	Teleconferencing and Communication	20%

Bi-Amp	Audio	Multimedia Presentation Equipment	20%
Blizzard Lighting	Lighting	Multimedia Presentation Equipment	10%
Bosch/Telex	Audio, Processors	Multimedia Presentation Equipment	26%
Bosch/Telex	Audio, Processors	Broadcast Television Equipment	26%
BrightSign	Media Players	Multimedia Presentation Equipment	5%
BSS	Audio	Multimedia Presentation Equipment	5%
BSS	Processors	Teleconferencing and Communication	5%
Canon	Projectors	Multimedia Presentation Equipment	10%
Casio	Projectors	Multimedia Presentation Equipment	10%
Chauvet	Lighting	Multimedia Presentation Equipment	5%
Chief Manufacturing	Integration	Multimedia Presentation Equipment	20%
Christie	Projectors	Multimedia Presentation Equipment	15%
Christie	Projectors	Multimedia Presentation Equipment	20%
Christie	Presentation Equipment	Multimedia Presentation Equipment	20%
Cisco	Video Conferencing	Computer Presentation Equipment	5%
Cisco	Audio, Video, Switchers	Multimedia Presentation Equipment	5%
Cisco	Audio, Video, Switchers	Teleconferencing and Communication	5%
ClearOne	Audio	Multimedia Presentation Equipment	10%
ClearOne	Processors	Multimedia Development Equipment	10%
Clock Audio	Audio	Multimedia Presentation Equipment	15%
Community Loudspeakers	Audio	Multimedia Presentation Equipment	12%
Countryman	Presentation Equipment	Multimedia Presentation Equipment	15%
Countryman	Broadcast	Broadcast Television Equipment	15%
Crestron	Processors	Multimedia Development Equipment	27%
Crestron	Media, Accessories	Multimedia Presentation Equipment	20%
Crestron	Audio	Multimedia Presentation Equipment	15%
Crimson AV	Integration	Multimedia Presentation Equipment	10%
Crown	Audio, Microphones	Multimedia Presentation Equipment	20%
Crown	Processors	Multimedia Development Equipment	20%
Dalite	Projection Screens	Multimedia Presentation Equipment	20%
Dalite Furniture	Furniture	Multi-Media Furniture	20%
Danley	Audio	Multimedia Presentation Equipment	10%
DBX Professional Products	Audio	Multimedia Presentation Equipment	15%
DBX Professional Products	Broadcast	Broadcast Television Equipment	15%
DBX Professional Products	Processors	Multimedia Development Equipment	15%
Digico	Consoles	Multimedia Presentation Equipment	15%
Digico	Consoles	Broadcast Television Equipment	15%
Digital Projection	Projectors over 7 Lbs	Multimedia Presentation Equipment	10%
Draper	Projection Screens	Multimedia Presentation Equipment	20%
EAW	Audio	Multimedia Presentation Equipment	18%
EAW	Processors	Multimedia Development Equipment	18%

Electrovoice	Audio	Multimedia Presentation Equipment	27%
Electrovoice	Processors	Multimedia Development Equipment	27%
Elmo	Presentation Equipment	Multimedia Presentation Equipment	10%
Epson	Presentation Equipment	Multimedia Presentation Equipment	15%
Epson	Projectors	Multimedia Presentation Equipment	18%
Epson	Projectors	Multimedia Presentation Equipment	15%
ETC	Lighting	Multimedia Presentation Equipment	5%
Extron	Cables / Presentation	Multimedia Presentation Equipment	25%
Extron	Integration	Multimedia Development Equipment	25%
FSR	Integration	Multimedia Presentation Equipment	12%
Fulcrum	Audio	Multimedia Presentation Equipment	10%
Furman	Integration	Multimedia Presentation Equipment	15%
Gator Cases	Cases	Multimedia Presentation Equipment	12%
Gator Cases	Cases	Multi-Media Furniture	12%
Infocus	Presentation Equipment	Multimedia Presentation Equipment	10%
Infocus	Interactive Whiteboards	Multimedia Presentation Equipment	8%
Infocus	Projectors over 7 Lbs	Multimedia Presentation Equipment	20%
Infocus	Projectors	Multimedia Presentation Equipment	15%
JBL	Audio	Multimedia Presentation Equipment	25%
JBL	Accessories	Multimedia Presentation Equipment	15%
Juice Goose	Integration	Multimedia Presentation Equipment	12%
Just Lamps	Presentation Equipment	Multimedia Presentation Equipment	5%
Klark Teknik	Presentation Equipment	Multimedia Presentation Equipment	10%
Klark Teknik	Broadcast	Broadcast Television Equipment	10%
Kramer	Audio, Video Switchers & Integration	Multimedia Presentation Equipment	20%
Kramer	Audio, Video Switchers & Integration	Multimedia Development Equipment	20%
Lab Gruppen	Audio	Multimedia Presentation Equipment	8%
Lab Gruppen	Processors	Multimedia Development Equipment	8%
Liberty Wire and Cable	Wire and Cable	Satellite Transmitting and Receiving	15%
Liberty Wire and Cable	Wire and Cable	Broadband Distribution	15%
Liberty Wire and Cable	Wire and Cable	Multimedia Presentation Equipment	15%
Lightronics	Lighting	Multimedia Presentation Equipment	22%
Listen Technologies	Audio, Presentation Equipment	Multimedia Presentation Equipment	12%
Lowell	Audio, Integration	Multimedia Presentation Equipment	18%
MIDAS	Consoles	Multimedia Presentation Equipment	20%
Middle Atlantic	Racks	Multimedia Presentation Equipment	20%
Middle Atlantic	Furniture	Multi-Media Furniture	20%
NEC	Projectors	Multimedia Presentation Equipment	15%
NEC	Presentation Equipment	Multimedia Presentation Equipment	10%
Omnimount Systems	Integration	Multimedia Presentation Equipment	7%
Omnimount Systems	Furniture	Multi-Media Furniture	7%

Panasonic	Projectors, Presentation Equipment	Multimedia Presentation Equipment	9%
Peerless Industries	Integration	Multimedia Presentation Equipment	15%
Peerless Industries	Furniture	Multi-Media Furniture	15%
Planar	Presentation	Multimedia Presentation Equipment	8%
Presonus	Consoles	Multimedia Presentation Equipment	15%
QSC	Audio	Multimedia Presentation Equipment	13%
Radio Design Labs	Integration	Multimedia Presentation Equipment	12%
Revolabs	Audio	Multimedia Presentation Equipment	8%
Revolabs	Conferencing	Teleconferencing and Communication	8%
Roland	Audio, Video Switchers & Integration	Multimedia Presentation Equipment	10%
Roland	Broadcast	Broadcast Television Equipment	10%
Rolls Corporation	Audio, Video Switchers & Integration	Multimedia Presentation Equipment	9%
Rolls Corporation	Broadcast	Broadcast Television Equipment	9%
Samsung	Presentation Equipment	Multimedia Presentation Equipment	10%
Sennheiser	Audio	Multimedia Presentation Equipment	27%
Sharp	Presentation Equipment	Multimedia Presentation Equipment	5%
Sharp	Projectors	Multimedia Presentation Equipment	15%
Shure	Audio	Multimedia Presentation Equipment	27%
SMART Technologies	Accessories	Multimedia Presentation Equipment	10%
SMART Technologies	Interactive Whiteboards	Multimedia Presentation Equipment	12%
SMART Technologies (Training)	Interactive Whiteboards	Multimedia Presentation Equipment	5%
Sonora Acoustic Panels	Acoustic Wall Panels	Multimedia Presentation Equipment	5%
Sony	Cameras, Displays, Video Conferencing	Multimedia Presentation Equipment	5%
Sony	Projectors	Multimedia Presentation Equipment	10%
Sound-Craft	Consoles	Multimedia Presentation Equipment	15%
Spectrum	Furniture	Multi-Media Furniture	25%
Surgex	Integration	Multimedia Presentation Equipment	8%
Symetrix	Audio	Multimedia Presentation Equipment	13%
Tascam	Audio	Multimedia Presentation Equipment	10%
Tripp Lite	Furniture	Multi-Media Furniture	6%
Vaddio	Broadcast	Multimedia Presentation Equipment	18%
Vaddio	Broadcast	Broadcast Television Equipment	18%
Vidyo	Video Conferencing	Computer Presentation Equipment	8%
Whirlwind	Integration	Multimedia Presentation Equipment	15%
Williams Sound	Audio	Multimedia Presentation Equipment	20%