



# VCU Procurement Services

Date: May 20, 2022

Mr. John M. Street, Jr.  
JMS Group, LLC dba Epitome Networks  
4201 Park Place Court  
Glen Allen, VA 23060

RE: Contract #: 7058821-16JC  
Extension of Contract

**Procurement Services**  
University Purchasing

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

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

Dear John Street,

The Virginia Commonwealth University (VCU) contract for Audio Visual Products, Services and Maintenance will expire on June 30, 2022. It is VCU's intent that this contract remain in an extended period until December 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 June 10, 2022. Please e-mail the completed form to [lofgreenj@vcu.edu](mailto:lofgreenj@vcu.edu). If you have any questions, please contact me at 804-628-2897.

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

Sincerely,

Jason Lofgreen, CUPO  
Senior Buyer

Contract #: : 7058821-16JC

**RESPONSE:**

JMS Group, LLC dba Epitome Networks

Name of Firm



Signature

John M street Jr

Name Printed

Managing Member

Title

05-20-2022

Date



# VCU Procurement Services

Date: September 22, 2021

Mr. John M. Street, Jr.  
JMS Group, LLC dba Epitome Networks  
4201 Park Place Court  
Glen Allen, VA 23060

RE: Contract #: 7058821-16JC  
Extension of Contract

**Procurement Services**  
University Purchasing

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

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

Dear Mr. Street,

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Jason Lofgreen".

Jason Lofgreen, CUPO  
Senior Buyer

Contract #: 7058821-16JC

---

**RESPONSE:**

JMS Group, LLC dba Epitome Networks

Name of Firm

Signature

Name Printed

Title

Date

*[Handwritten Signature]*  
*John M. Stoddy Sr.*  
*Managing Member*  
*9-22-21*



# VCU Procurement Services

January 25, 2021

John M. Street, Jr.  
4201 Park Place Court  
Glen Allen, VA 23060

RE: Contract #: 7058821-16JC  
Renewal No. Four of Four (Final)

**Procurement Services**  
University Purchasing

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

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

Dear Mr. Street,

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

Section XI, Item V of Contract #: 7058821-16JC;

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

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: 03/01/2021 through 02/28/2022.

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

Please return this document to me no later than 02/25/2021. If you have any questions, please contact me at (804) 628-2897.

Sincerely,

Jason Lofgreen, CUPO  
Senior Buyer

Contract #: 7058821-16JC

**RESPONSE:**

JMS Group, LLC dba Epitome Networks

Name of Firm



Signature

John M. Street, Jr.

Name Printed

Managing Member

Title

1226.2021

Date



# VCU Procurement Services

## COMMONWEALTH OF VIRGINIA CONTRACT ASSIGNMENT

---

### **Contract Number: 7058821-16JC**

This Contract Assignment entered into on the date the last signature is affixed below (the "Effective Date") by and among Street & Company, LLC, hereinafter called the "Contractor," JMS Group, LLC dba Epitome Networks, hereinafter called the "Assigned Contractor," and Virginia Commonwealth University, hereinafter called "VCU".

WHEREAS, VCU and Contractor entered into Contract # 7058821-16JC on March 1, 2017 (the "Contract"); and

WHEREAS, Assigned Contractor bought or otherwise acquired Contractor in whole or in part; and

WHEREAS, the Contract permits assignment of the Contract in accordance with Section X., GENERAL TERMS AND CONDITIONS, Paragraph O., CHANGES TO THE CONTRACT; and

WHEREAS, VCU agrees to assign the Contract from Contractor to Assigned Contractor; and

WHEREAS, Assigned Contractor agrees to be the responsible party to the Contract and to perform in accordance with all of the terms and conditions of the Contract.

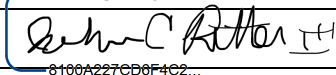
NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the parties hereby agree as follows:

1. VCU agrees to the assignment of Contract # 7058821-16JC from Contractor to Assigned Contractor.
2. Except as expressly modified by this Contract Assignment, Contract # 7058821-16JC remains unchanged and in full force and effect.

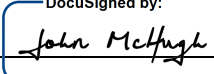
IN WITNESS WHEREOF, the parties have caused this Contract Assignment to be duly executed intending to be bound thereby.

(signature page follows)

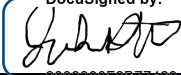
**CONTRACTOR: Street & Company, LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
8100A227CD0F4C2...  
Name Printed: John Ritter  
Title: President  
Date: 12/17/2020

**PURCHASING AGENCY:**

Virginia Commonwealth University  
DocuSigned by:  
  
By: \_\_\_\_\_  
EE6DA7427C67468...  
Name Printed: John McHugh  
Title: Director, Procurement Services  
Date: 12/28/2020

**ASSIGNED CONTRACTOR: JMS Group, LLC dba Epitome Networks**

DocuSigned by:  
  
By: \_\_\_\_\_  
2803380F2B77429...  
Name Printed: John Street  
Title: Managing Member  
Date: 12/17/2020





# VCU Procurement Services

January 23, 2020

John Ritter  
3593 Mayland Court  
Henrico, VA 23233

RE: Contract #: 7058821-16JC  
Renewal No. Three of Four (4)

Procurement Services  
University Purchasing

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

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

Dear Mr. Ritter,

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

Section XI, Item V of Contract #: 7058821-16JC;

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

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: 03/01/2020 through 02/28/2021.

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

Please return this document to me no later than 02/25/2020. Your response may be faxed to me at (804) 828-7837. If you have any questions, please contact me at (804) 628-2897.

Sincerely,

Jason Lofgreen, CUPO  
Senior Buyer

Contract #: 7058821-16JC

---

**RESPONSE:**

Street & Co. LLC  
Name of Firm

---

*John C. Ritter III*  
Signature

---

John C. Ritter III  
Name Printed

---

President  
Title

---

1/24/20  
Date

---



# VCU Procurement Services

Date: January 7, 2019

Street & Co., LLC  
3593 Mayland Court  
Henrico, VA 23233

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

Procurement Services  
University Purchasing

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

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

Dear John Ritter:

The VASCUPP cooperative contract # 7058821-16JC with Virginia Commonwealth University (VCU) as the lead institution for Audio Visual Products, Services and Maintenance expires on February 28, 2019. VCU intends to exercise the renewal of this contract in accordance with Section XI Special Terms and Conditions, item V, Renewal of Contract

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

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Individual purchase orders shall be issued on an as needed basis for Audio Visual Products, Services and Maintenance. Services shall be provided in accordance with the contract for the renewal period: March 1, 2019 through February 28, 2020.

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

Please return this document to me as soon as possible. You may fax this form to (804) 828-7837 or email to [pbanks3@vcu.edu](mailto:pbanks3@vcu.edu). If you have any questions, please contact me at (804) 828-0160.

Sincerely,

Princess Banks  
Senior Buyer

**RESPONSE:**

Contract #: 705 8821-16JC

street & Co, LLC  
Name of Firm

John C. Ritter III  
Signature

John C. Ritter III  
Name Printed

President  
Title

1.8.19  
Date



# VCU Procurement Services

**Procurement Services**  
University Purchasing

912 W Grace Street, 5<sup>th</sup> Floor  
Box 880327  
Richmond, Virginia 23284

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

Date: February 7, 2018

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

Good Afternoon,

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

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

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

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

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

Sincerely,

Amy Anthes  
Senior Buyer

Contract #: :  
(please  
provide  
complete  
contract  
number)

7058821 - 16JC

**RESPONSE:**

Street & Co., LLC  
Name of Firm

John C Ritter III  
Signature

John C Ritter III  
Name Printed

President  
Title

2.14.18  
Date



# VCU

Make it real.

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

**Contract Number: 7058821-16JC**

This contract entered into by Street & Co., LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University (VCU), called the "Purchasing Agency".

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

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

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

The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposals #7058821JC dated October 13, 2016 including Addendum #01 dated November 1, 2016;
- (3) The Contractor's Proposal dated November 11, 2016; and
- (4) The Negotiated Modification dated January 18, 2017.

All of which documents are incorporated herein by reference.

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

**CONTRACTOR:**

Street & Co., LLC.

By: John C. Ritter III

Name Printed: John C. Ritter III

Title: President

Date: 2/20/2017

**PURCHASING AGENCY:**

Virginia Commonwealth University

By: Karol Kain Gray

Name Printed: Karol Kain Gray

Title: VP Finance and Budget

Date: 2/24/17



**VCU**

# Request for Proposals

RFP #: 7058821JC

RFP Title #: VASCUPP Audio Visual Term Contracts

Issuing Agency: Virginia Commonwealth University

Issue Date: October 13, 2016

Closing Date: November 11, 2016



A VASCUPP Member Institution



**Request for Proposals RFP #7058821JC**

**Issue Date:** October 13, 2016

**Title:** VASCUPP Audio Visual Term Contracts

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

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

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

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

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

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

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

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

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

**NAME AND ADDRESS OF COMPANY:**

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

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

**THIS SOLICITATION CONTAINS 29 PAGES.**

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## **I. PURPOSE:**

The intent and purpose of this Request for Proposals (RFP) is to establish multiple term contracts through competitive negotiations with qualified source(s) for a broad range of audio visual, multi-media and related products, services and maintenance.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

## **II. GOVERNNG RULES:**

This solicitations is issued in accordance with the provisions of:

- A. Purchasing Manual for Institution of Higher Education and their Vendors (<https://vascupp.org>)
- B. Rules Governing Procurement of goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the commonwealth of Virginia (<https://vascupp.org>)

## **III. BACKGROUND:**

The University is located on two downtown Campuses in Richmond, VCU enrolls more than 32,000 students in 211 certificate and degree programs in the arts, sciences and humanities. Sixty-nine of the programs are unique in Virginia, many of them crossing the disciplines of VCU's 14 degree-granting schools and one college. As one of the nation's top research universities, VCU attracts more than \$225 million a year in sponsored research funding.

Twenty-seven VCU graduate and professional programs are ranked among the best in the nation in U.S. News & World Report's "America's Best Graduate Schools." These include the No. 1 ranked sculpture and nurse anesthesia programs.

VCU Life Sciences has developed into a University-wide discipline that builds upon the University's traditional scientific strengths in the biological sciences, basic biomedical sciences, patient care, biomedical engineering and biotechnology. VCU Life Sciences is comprehensive in its involvement of all levels of students in the study of life sciences, from freshmen to students in the professional programs to Ph.D. candidates, and integrates diverse disciplines from all over the University, including the academic medical center as well as arts and humanities.

VCU Medical Center is one of the nation's leading academic medical centers and stands alone as the only academic medical center in Central Virginia. The medical center includes the 780-bed MCV Hospitals and outpatient clinics, MCV Physicians — a 600-physician-faculty group practice, and the health sciences schools of VCU. The VCU Medical Center offers state-of-the art care in more than 200 specialty areas, many of national and international note, including organ transplantation, head and spinal cord trauma, burn healing and cancer treatment. The VCU Medical Center is the site for the region's only Level 1 Trauma Center. As a leader in health care research, the VCU Medical Center offers patients the opportunity to choose to participate in programs that advance evolving treatment, such as those sponsored by the National Cancer Institute through VCU's Massey Cancer Center, Virginia's first NCI-designated cancer center.

VCU's nationally recognized theatre, music and dance programs offer more than 365 concerts, performances and recitals a year. The Anderson Gallery showcases regional art as well as work by international artists.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the collocation of the schools of Business and Engineering, the da Vinci Center for Innovation in Product Design and Development and the Virginia BioTechnology Research Park.

The University and its medical center are the largest-single employer in the Richmond area, with more than 12,000 full-time and 6,000 part-time employees, including 1,900 full-time instructional faculty — many of them nationally and internationally recognized in their fields. John B. Fenn, Ph.D., research professor in the Department of Chemistry and affiliate professor of chemical engineering, was one of three international scientists to be awarded the 2002 Nobel Prize in chemistry.

#### **IV. OFFEROR INFORMATION REQUESTS:**

The opportunity for potential Offerors to present questions and obtain clarification relative to any facet of this solicitation is from the issue date of the RFP until October 27, 2016 at 2:00 PM EDT. Submit all questions to Jackie Colbert, [jcolbert@vcu.edu](mailto:jcolbert@vcu.edu). The questions and clarifications will be issued in an addendum to the RFP.

#### **V. STATEMENT OF NEEDS:**

##### **A. Goods**

1. The Contractor shall provide audio visual, multi-media, and related products, services and maintenance. The Contractor should provide access to every audio visual, multi-media and all related products and services that the company sells through the contract. Audio visual products and services added to the Contractor product mix after the award of the contracts may be incorporated into the contract. The Contractor shall only provide ENERGY STAR or similarly qualified equipment to Commonwealth of Virginia state agencies in any audio visual category where these energy efficient products are available.
2. The contract should provide for purchasing equipment in the following categories:

Broadcast Television Equipment

Multimedia Presentation Equipment

Multimedia Development Equipment

Satellite Transmitting and Receiving Equipment

Teleconferencing and Communication Equipment

Computer Presentation Equipment – Streaming and Webcasting

Broadband Distribution Equipment

Multi-Media Furniture

3. The Contractor should be able to install, maintain and service all products supplied in a professional manner while providing excellent customer service. The Contractor should anticipate that installation services are required for approximately 90.0% of the VCU AV projects.
4. The Contractor must have a Class "A" Contractor's license with the appropriate specialty classification as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation to perform required installation services for any work that is attached to real property.
5. It is anticipated that the Contractor may offer prices for equipment and services expressed as a percentage discount off the manufacturer's list price for equipment and the Contractor's list price for services. The discounted price shall include all associated costs for equipment and services including the freight terms F.O.B. Destination/Prepaid and any travel and living expenses for technician services. Discounts shall be considered the minimum discounts for the duration of the contracts including any renewals. Audio visual products and services added to the Contractor product mix after the award of the contracts shall be incorporated into the contract at the same discount as products priced similarly within the product category.
6. During the last fiscal year from July 1, 2015 to June 30, 2016, public institutions of higher education in the Commonwealth of Virginia purchased approximately \$27,700,000 from the current VASCUPP audio visual contracts. This RFP is issued because the existing contracts do not have any renewal options remaining. New audio visual contracts are required to support on-going audio visual needs at public institutions of higher education in the Commonwealth of Virginia. It is expected that the combined spend by the public institutions of higher education in the Commonwealth of Virginia will remain approximately \$27,700,000 on an annual basis during the initial contract term and any subsequent renewal terms. Potential annual purchases by other state agencies and localities could increase the estimated annual spend by approximately \$10,000,000. This estimated volume is provided only as a guideline for preparing the discounts offered. It is not a guarantee of the contract volume. The Contractor shall supply at the discounts offered the quantities actually ordered by the VASCUPP institutions of higher education and any other users of the contracts. The resulting contracts are for audio visual requirements on an "as needed basis".
7. The contract should contain provisions for a select group of products for rent on an "as needed" basis. The Contractor should provide the necessary combination of services to include, but not limited to, a rental technician to run the equipment, delivery, set-up, and pick-up. Rental equipment may be subject to availability.

B. Design, Project Management, Installation/Integration, Commissioning and Closeout Standards

1. System Standardization
  - a. When designing, quoting, and installing systems the Contractor must adhere to industry standards as well as all Buyer system and templates standards. Any deviation in system design, equipment, or configuration from the Buyer's standards must be pre-approved by the Buyer in advance.
2. Project Management
  - a. All Buyer projects should be formally managed by a full time, in-house employee of the Contractor whose primary role is project management. The project manager shall be available to the Buyer at all times during the installation and be the point of contact person for the University. The project manager is to be knowledgeable of the specific project, all

- industry and professional standards and current with proper installation techniques. Prior to the University authorizing payment, the project manager shall be responsible for providing proof of performance, quality installation and that all equipment is accounted for as part of the official system sign-off. Sign-off must be obtained from the Contract Administrator or designee.
- b. All projects should strictly follow the schedule provided by the Buyer.
  - c. All project deliverables should be delivered on the date indicated in the schedule.
  - d. The Contractor must use the Buyers project management system to interface with the project unless no such system is available. The Contractor should use the interface to manage items including but not limited to:
    - 1) Schedule
    - 2) Identify and manage Risk
    - 3) Store and retrieve project documents
    - 4) Communications
    - 5) Staging
    - 6) Commissioning
    - 7) Deliverables
    - 8) Punch lists
3. Control Programming
- a. The Buyer owns all system programs such as control and audio DSP programs.
  - b. All programming must be performed by a full time, in-house employee of the Contractor.
  - c. All Contractor programmers should have a programming certification from the manufacturer providing the system or the Buyer must be notified if a non-certified programmer is working on the program to approve.
  - d. Contractor must adhere to all Buyer standards and templates for control programming.
4. System Integration
- a. Staging - Contractors shall stage all new system integrations on the agreed upon date local to the Buyer to provide proof of performance. The following system deliverables are due at staging if applicable:
    - 1) Full demonstration of system functionality as can be reasonably staged
      - a) For partial system upgrades, at a minimum the control programs functionality shall be virtually demonstrated.
      - b) All new equipment must at least be powered up to verify out of box functionality.
    - 2) Control Program Deliverables
      - a) Functional control program
      - b) Functional control user interface
    - 3) Equipment Documentation Deliverables
      - a) Manufacturer Name
      - b) Model Number
      - c) Serial Number
      - d) Mac Address
    - 4) Complete Wiring Diagrams
    - 5) The Contractor's programmer shall be present during system staging.
  - b. Installation

- 1) Installation crew must have the following upon arriving to the installation site:
  - a) Complete wiring diagrams and detailed knowledge of the system functionality
  - b) Scope of Work
  - c) Knowledge of location
  - d) Buyer's contact information
  - e) At least one member of the Contractor's on-site installation crew must have industry related certification.
- c. Commissioning
  - 1) The installed system must be fully tested by the Contractor with all possible sources and in every configuration prior to commissioning to the Buyer. This includes several system shutdowns and restarts after the final programs have been loaded.
  - 2) Contractor to then demonstrate all system functionality and scope deliverables to the Buyer.
- d. Project Closeout Deliverables due prior to system signoff
  - 1) Un-compiled control program and user interface files individually by room.
  - 2) Audio DSP program files individually by room.
  - 3) As built wiring diagrams in .DWG and PDF formats individually by room
  - 4) Any passwords associated with the equipment and system programming individually by room
  - 5) Date equipment warranties begin and duration

### C. Warranty and Maintenance

1. The Contractor should include a minimum of a one (1) year warranty from the date of acceptance on all equipment or in accordance with the standard manufacturer's warranty, whichever is greater. The warranty should cover all equipment, labor and wiring of a completed system for a minimum of one (1) year from the date of final acceptance.
2. All products purchased under the contract shall minimally include the Original Equipment Manufacturer (OEM) warranty that shall pass directly to the purchaser. Products that fail after acceptance and installation shall be covered under warranty. Products that are inoperative at installation shall either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair shall be at the sole discretion of the purchaser except in the event the purchaser fails to provide timely notice of product failure to the Contractor.
3. The Contractor should replace in-kind any equipment which fails within first thirty (30) days of purchase.
4. The Contractor should provide loaner equipment, if needed, similar to the product, which requires repair under warranty at no charge to the University.
  1. After the warranty period, the Contractor should make service agreements available to the University. Either the Contractor or the manufacturer of the equipment may provide the maintenance.

### D. Additional Services

1. When necessary, the Contractor should provide professional on-site consultation, system design, installation, service and maintenance on the audio visual and multi-media products. Sometimes these services may be required in conjunction with the purchase of products from the Contractor and sometimes only the consulting services, system design, installation or service and maintenance may be required.
2. As may be agreed upon with the University, the Contractor should organize and participate in technology shows. The purpose of the show is to present new products and provide information to University departments.
3. When necessary, the Contractor should provide training to University departments on the operation of new equipment.

#### E. Order Placement

1. The Contractor shall provide a quote with the following requirements – product number, product description list price, contract discount, contract price, delivery lead time after receipt of order and contract number. Any labor quoted must indicate the number of hours times the hourly contract rate.
2. The Contractor shall accept a University Purchase Order for individual orders of any dollar amount and should accept the Bank of America Visa Corporate Purchasing Card for orders of \$5,000 or less.

#### F. Procurement Requirements:

1. Freight terms shall be F.O.B. Destination/Prepaid with inside delivery; additional charges shall not be allowed.
2. The terms and conditions of the RFP govern the resulting contract and not any Contractor terms and conditions or software license agreement.
3. The proposal prices shall include all costs for the equipment and services including all applicable freight and travel and living expenses; extra charges will not be allowed.
4. The initial contract term is one (1) year with four (4) annual, optional renewal terms.
5. Any authorized user of a cooperative contract awarded from the RFP may choose at their discretion to waive specific requirements in Section V as needed. The contractor must receive written approval from the authorized user to waive a requirement and that written permission is applicable to the specific authorized user alone.

### **VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

#### A. Proposal Submission Instructions:

1. Complete and return Page 2 of the RFP. Proposals shall be signed by an authorized representative of the Offeror.
2. Complete and return signed addenda acknowledgments (if applicable).
3. Utilization of the words “shall” or “must” indicates a mandatory requirement.
4. Submit one (1) original hard copy (paper) of the entire proposal, including all attachments and proprietary information. The original proposal must be clearly marked on the outside of the proposal. Submit one (1) unsecured, original electronic copy (on a disc or flash drive) of the entire proposal including all attachments and INCLUDING ANY PROPRIETARY INFORMATION and one (1) unsecured, original electronic copy (on a disc or flash drive) of the entire proposal



including all attachments and EXCLUDING ANY PROPRIETARY INFORMATION. These discs or flash drives must be clearly marked on the outside whether it includes or excludes proprietary information. No other distribution of the proposal shall be made by the Offeror.

5. Proposal Presentation:
  - a. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. All information requested by this Request for Proposals on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Contractors proposals.
  - c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
  - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. If applicable, the outside of the Proposal must be marked to clearly denote proprietary information is contained in the documents. **Written notice of proprietary information must be submitted as the first page of the Offeror's Proposal.** Notice must specifically identify the applicable portions of the Offeror's Proposal that contain data or materials to be protected and shall state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's Proposal, by some distinct method, such as highlighting, underlining, etc. **The classification of an entire Proposal document, line item prices and/or total Proposal prices as proprietary or trade secrets is not acceptable and may result in rejection and return of the Proposal.** Ownership of all data, materials and documentation originated and prepared for VCU pursuant to the RFP shall belong exclusively to the University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 43F of The Governing Rules, in writing, either before or at the time the data or other material is submitted.
7. Communications regarding this Request for Proposals (RFP) shall be formal from the date of the issuance for this RFP, until either a Contractor has been selected or the University Procurement Services Department rejects all proposals. Formal communications shall be

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

8. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. Oral presentations are an option and may or may not be required. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU, on the Offerors presentation team.
9. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by the Virginia Commonwealth University Purchasing Department unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by the Purchasing Department.

B. Specific Proposal Requirements:

1. Proposals should be as thorough and detailed as possible so that VCU may properly evaluate your capabilities to provide the required goods/services.
2. Proposed Price.
  - a. Describe the proposed discount pricing structure for the required equipment categories listed Section V, Item A. 2. Provide a list of the brands of AV equipment, equipment categories and the discount from the manufacturer list price by brand and equipment category offered to include but not limited to the manufacturers that VCU uses below. VCU prefers that the deepest discounts are for the largest volume manufacturers listed below with competitive discounts off other manufacturers and types of AV equipment that your company sells.

AVF

Apple

Biamp

Chief

Cisco

Clearone

Compulock

Crestron

Dalite

Dell

Epson

Ergotron

Extron

Icon

JBL  
Logitech  
Middle Atlantic  
NEC  
Netgear  
Planar  
QSC  
Radio Design Labs  
Sharp  
Shure  
Smart Technologies  
Sony  
TrippLite  
Vaddio  
Vutec

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

- b. What is the proposed pricing for maintenance after the warranty period? Are any costs associated with installation and system implementation?
  - c. Does the offer from your firm include the option to rent equipment? If your firm can provide rental equipment on an "as needed" basis, what are the proposed prices?
  - d. For evaluation purposes only, a hypothetical Pricing Schedule is included in Section VII of the RFP. Please fill out and submit the Pricing Schedule with the RFP offer.
3. Provide specific plans and approach for providing the proposed services as specified in the Statement of Needs including a statement of understanding that your firm shall comply with the mandatory requirements and indicating the desirable specifications that your firm agrees to provide. Mandatory requirements are designated by the words shall or must and desirable services are designated by the words should or may. The plans should include, but need not be limited to:
- a. Describe the audio visual and multi-media products offered in the following categories:

Broadcast Television Equipment

Multimedia Presentation Equipment

Multimedia Development Equipment

Satellite Transmitting and Receiving Equipment

Teleconferencing and Communication Equipment

Computer Presentation Equipment - Streaming and Webcasting

Broadband Distribution Equipment

Multi-Media Furniture

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

- c. Confirm that your firm agrees to freight terms F.O.B. Destination/Pre-paid.
- d. Provide plans to provide the equipment and services specified in Section V.B.
- e. Submit a copy of your firm's Class "A" Contractor's License with appropriate specialty classification as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation to perform the AV installation services.
- f. Describe the proposed approach for the provision of warranty and maintenance under the contract.
- g. Address in detail the additional services listed in Section V.D. of the Statement of Needs that are offered. What, if any, are the costs associated with the services listed in Section V., Item D.2 and D.4.
- h. Provide a sample quote that provides all of the following information: product number, product description, list price, contract discount, contract price, delivery lead time after receipt of order and contract number.
- i. Provide an implementation schedule indicating how long after the award of the contract it shall take your company to begin accepting orders from authorized users of the contract and delivering audio visual products and services.

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

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

Yes \_\_\_\_ No \_\_\_\_

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

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

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

Yes \_\_\_\_ No \_\_\_\_

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

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

- a. Describe the firm's qualifications and experience providing the required products and services during the last three (3) years. Information provided should include, but is not limited to, comparable accounts in higher education and the scope of the services. Include information for a minimum of three (3) similar accounts, describing the types of projects and the scope of the services provided. Please include contact information with the name, address, email address and current phone number.
- b. Specify any technicians your company intends to assign to the VASCUPP contract. Provide information to include but is not limited to the names, qualifications, and experience of the technicians to be assigned to the contract. Resumes of staff to be assigned to the contract may be used. Submit relevant professional certifications for the technicians proposed to work on contract projects.
- c. Does the offer include a single primary point of contact for the VASCUPP institutions for sales, support and problem resolution? If so, please provide the name and contact information.

- d. Provide a list of institutions of higher education with which your firm has a signed term contract.
- e. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at:

<http://procurement.vcu.edu/our-services/university-purchasing/vascupp/>

- 8. Does your firm agree to accept the Bank of America Visa Corporate Purchasing Card for orders of \$5,000 or less?
- 9. Does your company accept the terms and conditions as presented in Section X, General Terms and Conditions and in Section XI, Special Terms and Conditions to govern the contract?  
Yes \_\_\_\_ No \_\_\_\_

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

- 10. Small, Women-Owned and Minority-Owned Business commitment for utilization.
  - a. The Offeror must submit complete information on Appendix I unless the Offeror is a Department of Small Business and Supplier Diversity (DSBSD). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
- 11. Method of Payment
  - a. The Offeror must complete and submit Appendix II to select an electronic payment method.

**VII. PRICING SCHEDULE:**

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

A. Equipment and Furniture:

	Annual			
	Expenditures		% Discount	Discounted Total
Broadcast Television	\$200,000.	less	_____ %	= \$ _____
Multimedia Presentation	\$700,000.	less	_____ %	= \$ _____
Multimedia Development	\$300,000.	less	_____ %	= \$ _____
Satellite Transmitting	\$300,000.	less	_____ %	= \$ _____

and Receiving

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

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

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

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

Section A Total \$ \_\_\_\_\_

B. Services:

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

Hourly Service Rates:

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

C. Rental Equipment:

Annual

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

**VIII. EVALUATION AND AWARD CRITERIA:**

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

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

**IX. REPORTING AND DELIVERY REQUIREMENTS:**

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

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

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

**REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED**

## BY WOMEN AND MINORITIES

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

The Contractor shall provide this information to:

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

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

### **X. GENERAL TERMS AND CONDITIONS:**

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

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

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



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

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

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

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

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

J. PAYMENT:

1. To Prime Contractor:

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

f) To Subcontractors:

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

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

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

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

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

Minimum Insurance Coverages and Limits Required for Most Contracts:

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

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

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

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

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

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

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

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

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

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

2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov)

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

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

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

#### **XI. SPECIAL TERMS AND CONDITIONS:**

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

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

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

Licensed Class A Virginia Contractor No. \_\_\_\_\_ Specialty: \_\_\_\_\_  
Licensed Class B Virginia Contractor No. \_\_\_\_\_ Specialty: \_\_\_\_\_  
Licensed Class C Virginia Contractor No. \_\_\_\_\_ Specialty: \_\_\_\_\_

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

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

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

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

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

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

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

From: \_\_\_\_\_  
Name of Offeror Due Date Time \_\_\_\_\_

\_\_\_\_\_ RFP No.  
Street or Box Number

\_\_\_\_\_ RFP Title  
City, State, Zip Code +4

Name of Contract / Purchase Officer or Buyer: Jackie Colbert

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**XII. CONTRACT ADMINISTRATION:**

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

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

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

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

## **XII. ATTACHMENTS:**

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

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

- B: Appendix II – Invoicing and Payment

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



**RFP - Addendum**

DATE: November 1, 2016

ADDENDUM NO. 01 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7058821JC

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

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

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

Very truly yours,

Jackie Colbert

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





# VCU

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

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

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

Yes  No

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

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

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

Yes  No

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

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

Street and Company agrees to comply with the Procurement Requirements in Section V, Item F. 1-5.

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

Street and Company agrees to comply with the cooperative contract language specified in Section I, Purpose, Page 4.

4. Proposed Pricing:

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

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

Street and Company is offering the VASCUPP the most favorable pricing offered to any customer for the same volume at this particular time. When our Vendors offer special pricing to us from time to time or when we are offered additional quantity price breaks we will pass those along.

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

#### Discounts per Manufacturer

AVF - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Apple - 20% for all products. In the event where margins fall below 11% the discount will be 50% of the margin between our cost and list price.

Biamp - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Chief- 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Cisco - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price.

Clearone - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Compulock - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Crestron- 30% or Crestron A+ Pricing (A+ pricing is for approved Education Entities) whichever is greater

Dalite -20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Dell -20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Epson – Brighter Futures Pricing

Ergotron - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Extron - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price, Education Entities can use Extron Education Contract Pricing if greater.

Icon - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

JBL - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Logitech - 10% for all products. In the event where the difference between cost and list price is less than 10% the discount will be 50% of the margin between our cost and list price.

Middle Atlantic - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

NEC - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Netgear - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Planar - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

QSC - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Radio Design Labs - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Sharp - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Shure - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Smart Technologies - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price. Education Entities may use Smart Education Pricing if greater.

Sony - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Tripplite - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Vaddio - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

Vutec - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

#### Discounts per Category if not specifically listed above

**Broadcast Television Equipment** - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

**Multimedia Presentation Equipment** - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

**Multimedia Development Equipment** - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

**Satellite Transmitting and Receiving Equipment** - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

**Teleconferencing and Communication Equipment** - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

**Computer Presentation Equipment – Streaming and Webcasting** - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

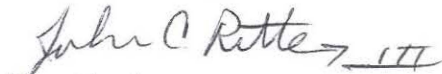
**Broadband Distribution Equipment** - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

**Multi-Media Furniture** - 20% for all products. In the event where margins fall below 11% the discount price will be 17% off the manufacturer's list price

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.

Street and Company agrees that any boiler plate terms and conditions on quotes for individual AV purchases do not apply and that the terms and conditions of the RFP and resulting contract without any exceptions govern the contract and each project.

John C. Ritter III



President  
Street & Co.,LLC



## **Response to RFP**

RFP #                    7058821JC

RFP Title                VASCUPP Audio Visual Term Contracts

Date                      November 11, 2011, 11:00 A.M. EST

**FROM:**

<b>Street and Company</b>	<b>Due Date 11/11/2011</b>	<b>Time 11:00 A.M.</b>
<b>3593 Mayland Ct.</b>	<b>RFP No. 7058821JC</b>	
<b>Henrico, VA 23233- 1419</b>	<b>RFP Title VASCUPP Audio Visual Term Contract</b>	

**NO PROPRIETARY INFORMATION INCLUDED**

Issue Date:

REQUEST FOR PROPOSALS RFP# 7058821JC  
October 13, 2011

Title:

VASCUPP Audio Visual Term Contracts

Issuing and Using Agency:

Virginia Commonwealth University  
Attention: Jackie Colbert  
912 W Grace St, 5<sup>th</sup> 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:**

Street & Co., LLC

Date: 11/11/2016

3593 Mayland Ct

By (Signature In Ink): 

Henrico, VA Zip Code 23233

Name Typed: John C. Ritter III

E-Mail Address: [jritter@streetandco.com](mailto:jritter@streetandco.com)

Title: President

Telephone: ( 804 ) 747-7780

Fax Number: ( 804 ) 747-7112

**Toll free, if available**

**Toll free, if available**

DUNS NO.: 83-0499906

FEI/FIN NO.: 26-4368726

REGISTERED WITH eVA: (x) YES ( ) NO

SMALL BUSINESS: ( ) YES (x) NO

VIRGINIA DSBSD CERTIFIED: ( ) YES (x) NO

MINORITY-OWNED: ( ) YES (x) NO

DSBSD CERTIFICATION #: \_\_\_\_\_

WOMEN-OWNED: ( ) YES (x) NO

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**VI-B SPECIFIC PROPOSAL REQUIREMENTS:**

Proposals should be as thorough and detailed as possible so that VCU may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. **The return of the entire RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.** This has been provided with this response to the RFP.
  
2. **Proposed Price.**
  - a. **Describe the proposed discount pricing structure for the required equipment categories listed Section V, Item A. 2. Provide a list of the brands of AV equipment, equipment categories and the discount from the manufacturer list price by brand and equipment category offered to include but not limited to the manufacturers that VCU uses below. VCU prefers that the deepest discounts are for the largest volume manufacturers listed below with competitive discounts off other manufacturers and types of AV equipment that your company sells.**

AVF

Apple

Biamp

Chief

Cisco

Clearone

Compulock

Crestron

Dalite

Dell

Epson

Ergotron

Extron

Icon

JBL



## RFP# 7058821JC Section VI B -2

Logitech  
Middle Atlantic  
NEC  
Netgear  
Planar  
QSC  
Radio Design Labs  
Sharp  
Shure  
Smart Technologies  
Sony  
Tripplite  
Vaddio  
Vutec

Under this agreement Street and Company will offer a minimum discount off the manufacturer's list price of 20% for all products. In the event where margins fall below 15% the discount will be 50% of the margin, for example if the list price for Product X is \$100 and our cost is \$90 the discounted sale price to the University would be \$95. In this instance, we will confidentially provide our cost so there is full understanding of how we are arriving at our price. Street and Company has and will continue to provide deeper discounts provided to us by our vendors based on volume, education and special circumstances.

We purpose this plan in an effort to help simplify the procurement procedure. This will ensure value pricing for the VASCUPP Participants and help Street and Company maintain the ability to provide quality products and services throughout the life of this contract.

Street and Company has strategic relationships with all the manufacturers we represent. We are an Authorized Service Center for all the products we sell and work directly with all manufacturers in our industry to provide top quality service and integration. We do all design , integration, installation, programming, and service in house. Some of our industry partners are NEC, Sony, Sharp, Epson, Panasonic, Infocus,

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Smart Technologies, Extron, AMX, Crestron, Da-Lite Screen Company, BEI, Middle-Atlantic, Chief, Premier, Peerless, Viewsonic, Projection Design, Digital Projections Inc., Audio-Technica, Shure, Liberty, JBL, Crown, Ashley, QSC, Clearone, Biamp, TOA, Cisco, Polycom, Lifesize, Canon, 3M, Wolfvision, Elmo,. Along with these manufacturers, we represent hundreds more vendors with thousands of products. Our goal is to align our company with the best in our industry so when we design a multimedia system we only use the best in modern audio visual technology. Through trade shows, industry publications and events, and national contacts, we continue to search for strategic alliances every day to ensure our drive towards quality and unparalleled solutions.

Street and Company provides service and maintenance contracts on all of its equipment. Pricing is based on different variables and is evaluated per installation.

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

Street and Company shall meet any educational pricing discounts offered from its vendors such as but not limited to Creston, Extron, and Epson.

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

Street and Company will offer maintenance after the warranty period has expired for installation and system implementation at the rate of \$75 per man hour.

**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?**

At this time Street and Company does not offer a rental program due to the constant changes in Vendor Models. However, from time to time we have demo units that we would be happy to loan to the customer.

**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**

## RFP# 7058821JC Section VI B -3/A

**shall or must and desirable services are designated by the words should or may. The plans should include, but need not be limited to:**

Street and Company shall provide access to the Buyer all audio visual, multi-media and related products, and services, that the company sells through the contract. As new products and vendors come to light Street and Company will incorporate these to the contract moving forward under the same purposed pricing discounts. When available Street and Company will only use Energy Star qualified product for the below categories.

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

**Broadcast Television Equipment** - We represent vendors that provide Broadcast equipment such as Sony Broadcast, Hitachi camera and lenses, Fujinon lenses, Canon Pro A/V cameras, JVC, and Panasonic. As the Broadcast and Professional Audio Visual Industries continue to merge, we will pursue additional vendor relationships to provide our customers with the best possible products in this category.

**Multimedia Presentation Equipment** - In the last 16 years Street and Company has sought to represent the best vendors in the Audio Visual Industry. This segment of the industry can be broken up into 4 groups. The first being the Display group of which Street and Company has partnered with the best manufacturers including Sony, NEC, Epson, Sharp, Panasonic, Smart, Elmo, Casio, Infocus, Wolfvision, and Projection Designs. Second, in the Control Systems Group, Street and Company is one of a very few companies in Virginia that represents AMX, and Crestron, and has programmers on staff for both. In addition to AMX and Crestron, for the entry level controlled rooms we offer SP Controls and Extron with the ability to control devices in the traditional fashion as well as over IP. Third, in the Audio group, Street and Company represents a plethora of audio manufacturers such as Crown, QSC, JBL, Atlas, Ashley, Audio-Technica, Shure, EV, Community, Tannoy, Sound Advance, KSI, Sabine, Rane, Mackie, Allen & Heath, Clearone, Biamp, and Symmetrix just to list a few. We have the ability to provide all of your audio needs with amplifiers, speakers, DSP boxes, compressors, limiters, feedback eliminators, and microphones. The fourth and last group in the Multimedia arena is the Hardware group which includes equipment racks, screens, display mounts, and signal processing where we use the most well-known vendors in the industry such as Cresron, AMX, Extron, Autopatch, Analog Way,

**RFP# 7058821JC Section VI B -3/A/B**

Kramer, Liberty, Middle-Atlantic, Rackaccess, Peerless, Premier, Chief, Da-Lite, Draper, Stewart, and various other vendors. As a full service Multimedia provider we represent the premier vendors in our industry and have the access to additional vendors if needed.

**Multimedia Development Equipment** - Street and Company has partnered with Smart Technologies since its inception to provide training products to our customers. Street and Company offers interactive display devices from Smart, Sharp, Infocus, NEC, and Wacom, as well as various software solutions to aid in training and teaching environments.

**Satellite Transmitting and Receiving Equipment** – Currently Street and Company only offers sales and installation of Digital Satellite Service to our customer base.

**Teleconferencing and Communication Equipment** – As Video Conferencing has gained popularity over the years, Street and Company has aligned itself with Polycom, Cico, Videyo,

Sony, and Lifesize to provide the best solutions available on the market. In addition to those vendors, we also represent Clearone, Lectrosionics, Cisco, Polycom and Biamp for the traditional Teleconference equipment.

**Computer Presentation Equipment - Streaming and Webcasting** – Many of our industry partners mentioned in the previous paragraphs now sell products for this classification and as new technologies such as Digital Signage have emerged we have added vendors such as Visix, Mediacast, and Spinex to name a few.

**Broadband Distribution Equipment** - Many of our industry partners mentioned in the previous paragraphs now sell products for this classification such as Extron, Kramer, Autopatch, AMX, Crestron and Blouner Tounge.

**Multi-Media Furniture** – Street and Company represents Lectern, Podium, and custom furniture vendors that have the ability to sell “off the shelf product” as well as offer custom products to our customers. Some of these vendors would be VFI, Spectrum Industries, Marshall, BEI, and Miller Millworks to name a few. We also represent vendors such as Da-Lite and Draper that offer roll around carts and other classroom furniture.

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

**RFP# 7058821JC Section VI B -3/B/C/D**

Street and Company 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.**

Street and Company agrees to the freight terms F.O.B. Destination/Pre-paid.

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

Street and Company will adhere to all industry standards as well as all Buyer system and template standards. All projects shall be formally managed by a full time in-house Project Manager. The Project Manager assigned to the job shall be made available to the Buyer at all times during the installation process along with the Account Rep from Street and Company for the University. The Project Manager will have full responsibility for the entire job including but not limited to installation, programming oversight, final test, documentation, and sign-off approval from the Contract Administrator or their designee. If a project involves integration, we follow the same guidelines for all of our design / build or installation / service work. We would first meet with the end user with an account manager and a Street and Company Installer. In this meeting we would make it a point to listen to what the end user is trying to accomplish with this solution. We would then go back and take some time to outline the proposed system to meet all the needs of that specific end user's application. We would then meet with the customer again to present the design and any additional material that might be needed. At this point we would fine-tune the design with the customer so we were all in agreement that the solution is exactly what is expected. We would then write up a formal agreement for the customer to secure a purchase order from their Purchasing Department. Once we have been issued a purchase order from the customer we would order the product needed. We would then develop an installation schedule with the customer based on product availability and their schedule. When all of the product is received and it is time based on the schedule, we would have our Project Manager instruct an Install Team to begin the installation. Prior to this any drawings or program development would begin once the purchase order is received. After the installation and programming is complete we will test the completed system. At this point we will arrange for the customer to review the system with us and train the customer on the system. We would not conclude the project without full agreement from all parties involved that the system is working to 100% satisfaction. Once all parties are in agreement we would then turn over any deliverables

## RFP# 7058821JC Section VI B -3/D/E/F/G

such as manuals, drawings, or programs. Our focus throughout this process is full customer satisfaction and personalized systems that meet exact requirements laid out by the end user in the conception phase.

- 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.**

A copy of our 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 is attached to the back of this RFP as Appendix III. We have held in good standing for sixteen years a Class "A" license with the state of Virginia.

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

Street and Company can provide a one year return to manufacturer warranty on all proposed equipment, Street and Company's labor, and programming. In the event that a manufacturer has more than one year warranty we will honor that warranty as stated by the manufacturer. For all Service related issues the customer should email the issue to [service@streetandco.com](mailto:service@streetandco.com) to start the communication process. This will initiate a Technician to contact the customer to schedule a site visit and management will track the progress of the service ticket. This process should be followed for all service requests that are in warranty or out of warranty. Street and Company can also provide a warranty service plan to include on-site, 4 hour response, extended warranty, and other benefits as described in Appendix B. As a continual service provided by the account manager, ongoing training is provided at no charge for up to a year after any project. This will be simple how to use the system type training. We are also proud to be able to provide our customers with more in depth training upon request at \$100 per hour.

- 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.**

## RFP# 7058821JC Section VI B -3/G/H/I,-4,-5

1. Street and Company will provide professional on-site consultation, system design, installation, service, and maintenance on audio visual and multi-media products that we represent the manufacturers for, based on the labor rates expressed in this RFP.

2. Street and Company participates in many technology shows throughout the year and is always looking for more ways to reach customers. At a minimum we will participate at SWAM Fest and the ACCS shows and will consider any University sponsored shows as well as providing demo equipment upon request.

3. Street and Company provides training on every system sold to our customers. In the event that the customer would like a more in depth training we can quote the customer on a tailored training session.

- 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.**

Please refer to Appendix IV.

- 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.**

Street and Company will be able to immediately accept orders after the award of this contract, from authorized users of the contract and start delivering audio visual products and service.

- 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

## RFP# 7058821JC Section VI B -6,-7

6. **If "NO," identify the specific requirement and the reason for non-compliance.**
7. **Submit information about the qualifications and experience that your company has to provide the required products and services.**
  - a. **Describe the firm's qualifications and experience providing the required products and services during the last three (3) years. Information provided should include, but is not limited to, comparable accounts in higher education and the scope of the services. Include information for a minimum of three (3) similar accounts, describing the types of projects and the scope of the services provided. Please include contact information with the name, address, email address and current phone number.**

Street and Company specializes in Multimedia Consulting, Boardroom Design and Installation and Sound system Design and Installation, Classroom Design and Installation. We represent the premier presentation and audio visual products in the industry both individually and in an installation setting. Street and Company has been working in the Audio Visual business for more than sixteen years and has made personalized service our competitive advantage. We focus on service after the sale. A strong customer service team provides complete training and on-going customer assistance. As a small to mid-size firm, Street and Company can provide flexible, speedy, service and expertise in the area of multimedia technology. The company's President takes a personal interest in customer satisfaction and is only a phone call away for special needs. Our employees are loyal, client-oriented, and proud of their company's reputation for professionalism. Street and Company has an extensive design and installation team representing over 100 years of combined Audio Visual experience. We have multiple design engineers all certified and manufacture trained on programming and system integration. Our philosophy is to personally design, install and implement the perfect multimedia system for each individual room we inspect. We are Class "A" Contractors (Contractor # 2705 129401A) with Crestron and AMX Certification. We have our programmers and Project Managers constantly attending manufacturer training classes to stay abreast of new technology and new ways to communicate through multimedia technology.

Over the last sixteen years Street and Company has worked on multiple multimedia projects ranging from Museums installations to Classrooms, Training Rooms, Government Facilities and Auditoriums. We have been a VASCUPP vendor since its inception and have done many jobs under the program. Some of our recent contacts have been at VCU; there we worked with MSS and installed systems in most of the buildings on campus including the new Basketball Development Center, Cabell Library Renovation, and both new Residents Housing Buildings. Our contact at VCU is:



## RFP# 7058821JC Section VI B -7/A/B

Drew Barker  
 Program Manager  
 Media Support Services  
 901 Park Ave  
 Richmond, VA 23284  
 804-628-1182  
[awbarker@vcu.edu](mailto:awbarker@vcu.edu)

At Virginia Tech we have installed various classroom and Boardroom systems over the years.

Our main contact at Virginia Tech is:  
 Roger K. Gupta CPPB CUPO VCO  
 Buyer Senior/Contracts Officer  
 Virginia Tech Procurement Department  
 North End Center, Suite 2100  
 300 Turner Street NW  
 Blacksburg, VA 24061  
 P: 540-231-4177 F: 540-231-9628  
[www.procurement.vt.edu](http://www.procurement.vt.edu)  
[ragupta@exchange.vt.edu](mailto:ragupta@exchange.vt.edu)

At the University of Virginia we have installed multiple multimedia classroom systems. One of our contacts there is:

Jared Parker  
 AV Engineer  
 UVA Classroom Support  
 Office: 434-982-4711  
 Classroom Strategic Planning and Design  
 University of Virginia  
 Box 400779, Charlottesville, VA 22904  
[Cjp3v@eservices.virginia.edu](mailto:Cjp3v@eservices.virginia.edu)

Our higher education experience is extensive and covers most facilities across Virginia.

Presentation and Multimedia Integration and Product Implementation are Street and Company's expertise and we look forward to working with VCU on this contract.

- 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.**

Billy Pike: Crestron Programmer

Billy has extensive audio visual experience as he has worked in the industry for over 20 years. He is a certified Crestron programmer and has worked as a Project Manager on many of

**RFP# 7058821JC Section VI B -7/B**

our high profile jobs. Billy currently supports many of our customers with their Crestron needs and is a point of contact on any service requirements. Billy has full authority within Street & Co.

**Jason Hoskin: Project Manager -CTS**

Jason has worked in the audio visual industry for over 10 years and has been a project manager on large projects. Jason will be available for your company as needed on integration projects and has full authority within Street & Co.

**Aaron Monaghan: Project Manager-DMC-E**

Aaron has worked in the audio visual industry for over 10 years and has been a project manager on large projects. Aaron will be available for your company as needed on integration projects and has full authority within Street & Co.

**Mayor Vador: AMX Programmer/ Crestron Programmer AutoCAD Specialist**

Mayor has worked in the Audio Visual industry for over five years. Mayor has worked on all types of multimedia technology. He is a certified AMX authorized programmer and an AutoCAD specialist and Crestron Programmer. Mayor also has extensive experience as a design engineer and as an installer on small and large projects. Mayor will be available as needed on integration projects and has full authority within Street & Co.

**John Wormington: Design Engineer –CTS-D**

John has extensive audio visual experience as he has worked in the industry for over 15 years. He is an Autocad Specialist and has worked as a Project Manager on many of our high profile jobs. John currently supports many of our customers with their Design needs and is a point of contact on any service requirements. John has full authority within Street & Co.

**Jim Bryant: Project Manager**

Jim has worked with John Ritter our President in the Audio Visual industry for over twenty-five years. Jim also began at NVIEW and has worked on all types of multimedia technology. He is a certified maintenance engineer for most manufacturers and has served as a Street & Co. project manager on many occasions. Jim has attended AMX training classes and has

## RFP# 7058821JC Section VI B -7/B/C

been installing multimedia systems for many years. Jim will be available as needed on integration projects and has full authority within Street & Co.

**Page Holmes: Installation Manager**

Page has worked as an Audio Visual Installation Specialist for over sixteen years. He has project managed many Street & Co. jobs over the years and has extensive integration experience. Page's attention to detail is his biggest strength and many Street & Co. customers praise his quality of work. Page will be available as needed on integration projects and has full authority within Street & Co.

Street and Company also employs other full time installers trained to run and terminate cable, stuff and wire racks and podiums and provide the generalized labor for the Project Managers to run the installation jobs.

- 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.**

**George Mason University -**

Sales - Casey McCarthy, [cmccarthy@streetandco.com](mailto:cmccarthy@streetandco.com), 804-747-7780

Support - [service@streetandco.com](mailto:service@streetandco.com) , 804-747-7780

**James Madison University -**

Sales - Casey McCarthy, [cmccarthy@streetandco.com](mailto:cmccarthy@streetandco.com), 804-747-7780

Support - [service@streetandco.com](mailto:service@streetandco.com) , 804-747-7780

**University of Virginia -**

Sales - Casey McCarthy, [cmccarthy@streetandco.com](mailto:cmccarthy@streetandco.com), 804-747-7780

Support - [service@streetandco.com](mailto:service@streetandco.com) , 804-747-7780

**Old Dominion University -**

Sales - Casey McCarthy, [cmccarthy@streetandco.com](mailto:cmccarthy@streetandco.com), 804-747-7780

Support - [service@streetandco.com](mailto:service@streetandco.com) , 804-747-7780

**William and Mary -**

Sales - Casey McCarthy, [cmccarthy@streetandco.com](mailto:cmccarthy@streetandco.com), 804-747-7780

Support - [service@streetandco.com](mailto:service@streetandco.com) , 804-747-7780

**Radford University -**

## RFP# 7058821JC Section VI B -7/C/D/E

Sales – Karen Warman, [kwarman@streetandco.com](mailto:kwarman@streetandco.com), 434-660-1702

Support – [service@streetandco.com](mailto:service@streetandco.com), 804-747-7780

**Virginia Military Institute –**

Sales – Karen Warman, [kwarman@streetandco.com](mailto:kwarman@streetandco.com), 434-660-1702

Support – [service@streetandco.com](mailto:service@streetandco.com), 804-747-7780

**Virginia Tech –**

Sales – Karen Warman, [kwarman@streetandco.com](mailto:kwarman@streetandco.com), 434-660-1702

Support – [service@streetandco.com](mailto:service@streetandco.com), 804-747-7780

**Longwood University –**

Sales – Karen Warman, [kwarman@streetandco.com](mailto:kwarman@streetandco.com), 434-660-1702

Support – [service@streetandco.com](mailto:service@streetandco.com), 804-747-7780

**Virginia Commonwealth University –**

Sales – Andy Pitts, [apitts@streetandco.com](mailto:apitts@streetandco.com), 804-747-7780

Support – [service@streetandco.com](mailto:service@streetandco.com), 804-747-7780

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

Street and Company only has the current VASCUPP signed contract with Virginia higher education facilities.

**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/>

Annual Sales stated for the last full calendar year of 1015.

**George Mason University – \$0**

**James Madison University – \$910**

**University of Virginia – \$192,183.02**

**Old Dominion University – \$0**

**William and Mary – \$0**

**Radford University – \$0**

**Virginia Military Institute –\$253,230.75**

**Virginia Tech – \$489,036.28**

**Longwood University – \$623,708.07**

**Virginia Commonwealth University – \$1,882,884.75**

## RFP# 7058821JC Section VI B -8,-9,-10

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

Yes Street and Company agrees 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.**

For at least the last 15 years we have been certified a Small Business under SWaM and this year after Governor McAuliffe came into office the administration of the SwaM Program was moved from the DMBE department to the DSBSD department during this time and for the 7 years nothing has changed with our Organization or ownership. However, when it was time to renew our certification and this new department came in they ruled that because not one individual owned 51% of the company ( a rule that rightly was designed for minority and woman owned status) we was denied our renewal. I have included an excerpt below of the final denial:

"As stated in the original denial letter received by your firm, SWaM regulations state that a business may be certified as a small business if it is at least 51% owned by one or more individuals who are U.S. citizens or noncitizens in full compliance with U.S. immigration law. Southvest Fund V LP is not an individual. SWaM regulations, specifically, 7VACIO-21-210, state that individual owners who the applicant claims to have an ownership interest in the applicant's business must hold the securities directly or in a trust. Furthermore, being certified in the SWaM program does not guarantee that a company will be recertified."

Street and Company has been and will always be a Small Company. We have and will continue to support SWaM. For the last 3 years we have been the only Audio Visual Vendor that has supported SWaM Fest. We will be able to reapply after the first of the year and hopefully common sense and logic will prevail and allow us and others in this situation to regain certification. Until that time Street and Company will comply with filling out Appendix I and report as such.

RFP# 7058821JC Section VI B-11, VII

**11. Method of Payment**

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

Appendix II is completed and attached.

**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 only and shall not be interpreted as actual contract usage by VCU. Actual contract amounts shall be determined based on actual usage whether it is higher or lower than the amounts in the hypothetical. In the event of a mathematical error, the correct discount percentage or unit price shall prevail.

**A. Equipment and Furniture:**

	Annual Expenditures	% Discount	Discounted Total
Broadcast Television	\$200,000.	less _____20% =	\$160,000
Multimedia Presentation	\$700,000.	less _____20% =	\$ 560,000
Multimedia Development	\$300,000.	less _____20% =	\$ 240,000
Satellite Transmitting and Receiving	\$300,000.	less _____20% =	\$ 240,000
Teleconferencing and Communication	\$1,300,000.	less _____20% =	\$ 1,040,000
Computer Presentation	\$1,900,000.	less _____20% =	\$ 1,520,000



RFP# 7058821JC Section VII

Section C Total \$100,000. less  0  % = \$  0

Grand Total Sections A, B and C \$ 4,557,750

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i



## APPENDIX I

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

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

#### Definitions

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

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

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

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

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

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

<u>Name of Businesses:</u>	<u>SB, WO, MO:</u>	<u>Role in contract:</u>
Uptime Solutions	MO	IT Consulting, Wire Pulling
Freeburger Custom Cabinetry	SB	Multimedia Furniture

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

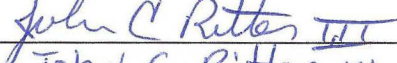
5 \_\_\_\_\_ % of total contract amount that will be performed by DSBSD certified SWaM businesses.

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

Name Printed: Sarah Wright  
Email: swright@streetandco.com  
Phone: 804-747-7780  
Firm: Street and Co., LLC

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

Acknowledged:

By (Signature):   
Name Printed: John C. Ritter III  
Title: President  
Email: jritter@streetandco.com

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

## APPENDIX II INVOICING AND PAYMENT

### Invoicing:

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

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

Questions regarding this method of invoicing should be sent to: [ecommerce@vcu.edu](mailto:ecommerce@vcu.edu).

### Payment:

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

#### **Payment Methods**

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

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

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

Questions regarding this method of payment should be sent to [commcard@vcu.edu](mailto:commcard@vcu.edu).

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

**Contractor must indicate the method of payment selected:**

Commercial Card Payment (Wells Fargo VISA)

Automated Clearing House (ACH)

**Invoicing and Payment Method Acknowledgement:**

Signature:

Name Printed:

Title:

Name of Firm:

Date:

John C. Ritter III  
John C. Ritter III  
President  
Street & Co., LLC  
11-10-16

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

Name of the individual:

Title:

Mailing address:

Email address:

Phone number:

Fax number:

Kely Hale-Stevens  
VP of Finance  
3593 Mayland Ct.  
Henrico VA 23233  
kstevens@streetandco.com  
804-747-7780  
804-747-6041

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA

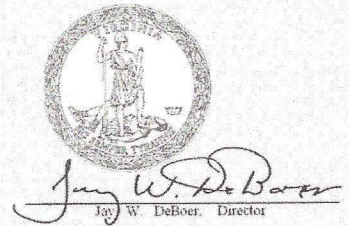
EXPIRES ON  
06-30-2017

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

NUMBER  
2705129401

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* ESC

JMSJR LLC  
STREET AND COMPANY - SIGNATURE/AV  
3593 MAYLAND COURT  
HENRICO, 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.

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

(POCKET CARD)

COMMONWEALTH OF VIRGINIA  
CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* ESC  
NUMBER: 2705129401 EXPIRES: 06-30-2017

JMSJR LLC  
STREET AND COMPANY - SIGNATURE/AV  
3593 MAYLAND COURT  
HENRICO, VA 23233



(FOLD)

(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.



# Quotation

3593 Mayland Court  
 Richmond, VA 23233  
 Fed ID# 26-4368726  
 office 804 747-7780  
 fax 804 747-7112  
 cell 804 564-6753  
 Andrew Pitts  
[apitts@streetandco.com](mailto:apitts@streetandco.com)  
 Contract Number 4394459JC-12

DATE #####  
 Quotation # VML110916 PO-  
 Customer: VCU Marshall Locker Rooms  
 Contact Nam Tim Potts  
 Phone Numbr (804) 828-9907  
 Email: tjpotts@vcu.edu

Bill To: VCU Marshall St Locker Rooms  
 Accounts Payable /  
 PO Box 980327  
 Richmond, VA 23298-0327  
 Location: VCU Marshall Locker Rooms

Quotation valid until: December 9, 2016  
 Prepared by: Andrew Pitts

LINE	MANUFACTURER	PART #	DESCRIPTION	Retail	Discount	QTY	SALE PRICE PER ITEM	EXTENDED SALE PRICE
1								
2	NEC	V552	NEC V-Series 55" Display	\$ 2,364.00	20.00%	3	\$ 1,891.20	\$ 5,673.60
3								
4								
5								
6								
7								
8								
							<b>Material Sub Total</b>	\$ 5,673.60
							<b>Training</b>	\$ -
							<b>Cables &amp; Connectors</b>	\$ -
							<b>Labor and Programming</b>	\$ -
							<b>Subtotal</b>	\$ 5,673.60
							<b>Freight</b>	\$ -
							<b>Total Sale Price</b>	\$ 5,673.60
							<b>Sales Tax</b>	\$ -
							<b>Total Quote</b>	\$ 5,673.60

- Notes:
1. Payment terms: A progress payment schedule shall be developed to meet the job schedule requirements.
  2. The above proposal does not include any options.
  3. All grid ceiling work is the responsibility of the client unless other arrangements are specified in this quote.
  4. All electrical work is left to the client or client subcontractor, unless otherwise determined.

Signature to proceed with order \_\_\_\_\_ Date \_\_\_\_\_

PURCHASE ORDER NUMBER : \_\_\_\_\_

\*\*\*EMAIL OR FAX TO - ORDERS@STREETANDCO.COM OR 804-747-6041\*\*\*



**RFP - Addendum**

DATE: November 1, 2016

ADDENDUM NO. 01 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7058821JC

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

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

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

Very truly yours,

Jackie Colbert

Street & Co., LLC  
Name of Firm  
John A. Ritter III President  
Signature/Title  
11.2.16  
Date

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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