



# VCU Procurement Services

January 23, 2020

Doug Hall  
12820 West Creek Parkway, Suite M  
Richmond, VA 23238

RE: Contract #: 7058821-18JC  
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. Hall,

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 #: 7058821-18JC;

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 #: 7058821-18JC

**RESPONSE:**

Audio Fidelity Communications Corp. d.b.a. Whitlock  
Name of Firm

  
Signature

Douglas S. Hall  
Name Printed

CEO  
Title

1/23/20  
Date



# VCU Procurement Services

Date: January 7, 2019

Audio Fidelity Communications Corp dba Whitlock  
12820 West Creek Parkway, Suite M  
Richmond, VA 23238

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 Doug Hall:

The VASCUPP cooperative contract # 7058821-18JC 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 #: 7058821-185C

Audio Fidelity Communications Corp dba "Whitlock"  
Name of Firm

  
Signature

Douglas S. Hill  
Name Printed

CEO  
Title

1/8/19  
Date



# VCU Procurement Services

**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)

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

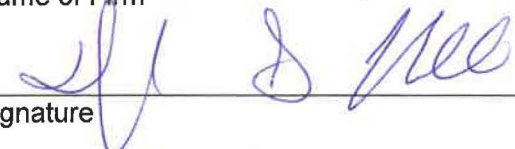
Contract #: :  
(please  
provide  
complete  
contract  
number)

7058821-18JC

**RESPONSE:**

Audio Fidelity Communications Corp dba "Whitlock"

Name of Firm



Signature

Douglas S. Hall

Name Printed

CEO

Title

2/16/18

Date



# VCU

Make it real.

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

**Contract Number: 7058821-18JC**

This contract entered into by Audio Fidelity Communications Corporation d.b.a. Whitlock, 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:**

Audio Fidelity Communications Corporation d.b.a. Whitlock

By: *Douglas S. Hill*

Name Printed: Douglas S. Hill

Title: CEO

Date: 2/22/17

**PURCHASING AGENCY:**

Virginia Commonwealth University

By: *Karol Kain Gray*

Name Printed: Karol Kain Gray

Title: VP Finance and Budget

Date: 2/24/17



**VCU**

# Request for Proposals

RFP #: 7058821JC

RFP Title #: VASCUPP Audio Visual Term Contracts

Issuing Agency: Virginia Commonwealth University

Issue Date: October 13, 2016

Closing Date: November 11, 2016



A VASCUPP Member Institution



**Request for Proposals RFP #7058821JC**

**Issue Date:** October 13, 2016

**Title:** VASCUPP Audio Visual Term Contracts

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

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

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

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

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

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

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

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

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

**NAME AND ADDRESS OF COMPANY:**

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By (Signature In Ink): \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_ Name Typed: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: ( \_\_\_\_ ) \_\_\_\_\_ Fax Number: ( \_\_\_\_ ) \_\_\_\_\_

**Toll free, if available** **Toll free, if available**

DUNS NO.: \_\_\_\_\_ FEI/FIN NO.: \_\_\_\_\_

REGISTERED WITH eVA: ( ) YES ( ) NO SMALL BUSINESS: ( ) YES ( ) NO

VIRGINIA DSBSD CERTIFIED: ( ) YES ( ) NO MINORITY-OWNED: ( ) YES ( ) NO

DSBSD CERTIFICATION #: \_\_\_\_\_ WOMEN-OWNED: ( ) YES ( ) NO

**THIS SOLICITATION CONTAINS 29 PAGES.**

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## **I. PURPOSE:**

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

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

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

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

## **II. GOVERNNG RULES:**

This solicitations is issued in accordance with the provisions of:

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

## **III. BACKGROUND:**

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

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

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

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

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

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

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

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

The opportunity for potential Offerors to present questions and obtain clarification relative to any facet of this solicitation is from the issue date of the RFP until October 27, 2016 at 2:00 PM EDT. Submit all questions to Jackie Colbert, [jcolbert@vcu.edu](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 use the education records only for the purpose of fulfilling its duties under this Contract for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by the University.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Contract / Purchase Officer or Buyer: Jackie Colbert

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Director of Procurement Services  
Virginia Commonwealth University  
912 West Grace, 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)



**VCU**  
VIRGINIA COMMONWEALTH UNIVERSITY

## RFP - Addendum

DATE: November 1, 2016

ADDENDUM NO. 01 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7058821JC

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

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

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

Very truly yours,

A handwritten signature in blue ink that reads "Jackie Colbert".

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.***

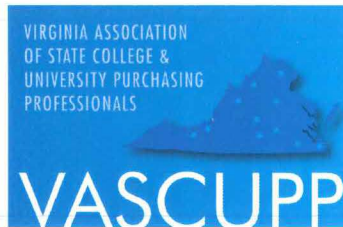




**Whitlock**  
Share it with the world.

# Proposal **Response**

VASCUPP Audio Visual Term Contracts



Issuing Agency: Virginia Commonwealth University

**Proprietary Information Enclosed.**  
**Clearly marked behind the tab "Proprietary Information"**

**Submitted to:**

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

**Submitted by:**

Whitlock  
Attention: Doug Hall  
12820 West Creek Parkway  
Richmond, VA 23238  
[halld@whitlock.com](mailto:halld@whitlock.com)

**November 11, 2016**

November 11, 2016

Virginia Commonwealth University  
Attention: Jackie Colbert  
912 W Grace St, 5th floor  
Richmond, Virginia 23284-0327

Re: **RFP # 7058821JC, VASCUPP Audio Visual Term Contracts**

Dear Jackie:

Thank you for giving Whitlock the opportunity to submit a response to the VASCUPP RFP #7058821JC for Audio Visual Term Contracts. Whitlock has thoroughly reviewed the contents of the RFP, and we have prepared our response in accordance with the proposal documents. Our key strengths include:

- **Current VASCUPP Contract Holder.** Whitlock has been on the VASCUPP contract for over 15 years and we have successfully provided audiovisual and video collaboration services and support to end-users throughout the Commonwealth, as evidenced by our enclosed references.
- **Proven Education Experience:** Whitlock has supported the VASCUPP contract in serving VCU, UVA, Radford, JMU, William & Mary, CNU, GMU, ODU, Longwood, UVA, VMI, Virginia Tech and University of Mary Washington. We understand clearly the important issues related to supporting educational facilities, including managing procedures, security, timelines for working around classroom schedules and quality of work.
- **Local Team:** Whitlock is headquartered in Richmond, and we are firmly rooted here, with a vested interest in the continued growth of Virginia and its government and business community. We also have additional VA offices in Virginia Beach and Ashburn, covering the Commonwealth with the most experienced resources and provide the most responsive on-going support in the industry. Whitlock will offer VASCUPP buyers the consistency of dedicated resources, familiar with their culture and expectations, along with the ability to scale through additional local, regional and national resources and partnerships.
- **Technical Proficiency:** Whitlock's team consists of over 350 Engineers, Project Managers and Installers, over 100 of whom are in Virginia. We also have a high contingency of certified professionals, including InfoComm International® CTS, CTS-D and CTS-I technology specialists as well as advanced training credentials with all major AV and videoconferencing manufacturers. We have a formal and rigorous technology training program and are committed to providing the best engineering, technical and managed services available in Virginia and the U.S.

- **Quality Control:** Located within each Whitlock office is an expansive **Quality Control Center (QCC)**, where we can stage, build, test, and store for JIT delivery each room type and system before implementing them onsite. This leads to efficiencies in cost savings, shorter implementation cycles and less disruption onsite, which will bring a strategic advantage to VASCUPP end users.
- **Manufacturer Partnerships:** Whitlock maintains the **highest-level manufacturer relationships** in the industry, and we are elite level partners with all relevant vendors. We earned this status through our ongoing financial performance, our dedication to training and certifications and our track record of service quality.
- **Stability.** Whitlock is a Virginia-based company that has been in business since 1955, and we have an excellent reputation for quality service, technical acumen and fiscal responsibility. Whitlock is experiencing continued growth and will be around to provide ongoing service and support to VASCUPP in the years to come.

Whitlock would also like to make note that we've provided the required eVA catalog listing discounts off of the manufacturers' list prices. And, as we've done many times before, Whitlock will continue to negotiate pricing with even deeper discounts than provided with our VASCUPP contract for larger scale projects.

As requested, Whitlock formally states that we have reviewed the terms and conditions of the RFP, and we comply with all items. I will serve as the individual authorized to make any negotiations on behalf of Whitlock. My contact information is as follows:

Doug Hall, CEO  
Whitlock  
12820 West Creek Parkway  
Richmond, VA 23238  
(800) 726-9843  
[halld@whitlock.com](mailto:halld@whitlock.com)

Thank you again for inviting Whitlock to provide a response to the VASCUPP RFP. We hope we can continue to serve VACUPP members with the same level of quality services as we have over the past 15 years.

Best regards,



Doug Hall  
Chief Executive Officer



## Proprietary Information

*Customer References*

RFP #7058821JC

VASCUPP Audio Visual Term Contracts

The enclosed customer reference data  
should be kept as confidential.

We would like to maintain the privacy of our  
customers, and are therefore listing our references as  
“Proprietary Information”.

**Thank You!**

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.

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.

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.

NAME AND ADDRESS OF COMPANY:

Audio Fidelity Communications Corporation d.b.a. Whitlock

12820 West Creek Parkway, Suite M

Richmond, VA Zip Code 23238

E-Mail Address: halld@whitlock.com

Telephone: ( 804 ) 273-9100

Toll free, if available

DUNS NO.: 02-389-2201

REGISTERED WITH eVA: ( x ) YES ( ) NO

VIRGINIA DSBS CERTIFIED: ( ) YES ( x ) NO

DSBS CERTIFICATION #:

Date: November 11, 2016

By (Signature In Ink):

Name Typed: Doug Hall

Title: CEO

Fax Number: ( 804 ) 273-9380

Toll free, if available

FEI/FIN NO.: 54-0617014

SMALL BUSINESS: ( ) YES ( x ) NO

MINORITY-OWNED: ( ) YES ( x ) NO

WOMEN-OWNED: ( ) YES ( x ) NO



VCU  
VIRGINIA COMMONWEALTH UNIVERSITY

**RFP - Addendum**

DATE: November 1, 2016

ADDENDUM NO. 01 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7058821JC

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

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

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

Very truly yours,

Jackie Colbert

Audio Fidelity Communications Corporation, d.b.a. Whitlock

Name of Firm

CEO

Signature/Title

11/11/16

Date

**Response to RFP Section V: Statement of Needs**

In response to Section V: STATEMENT OF NEEDS of RFP# 7058821JC, Whitlock provides the following information:

A. Goods

1. Whitlock will provide audio visual, multi-media, and related products, services and maintenance. Whitlock will 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 Whitlock's product mix after the award of the contracts may be incorporated into the contract. Whitlock will 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. Whitlock's contract proposal provides 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. Whitlock can install, maintain and service all products supplied in a professional manner while providing excellent customer service. We understand that installation services are required for approximately 90.0% of the VCU AV projects.
4. **Whitlock has a Class "A" Contractor's license (see below)** 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. **Whitlock has offered prices for equipment and services expressed as a percentage discount off the manufacturer's list price for equipment and Whitlock's list price for services.** The discounted price includes 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 provided in Whitlock's proposal are the minimum discounts for the duration of the contracts including any renewals. Audio visual products and services added to Whitlock's 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. Whitlock understands that 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. Whitlock will 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. Whitlock has included provisions for a select group of products for rent on an "as needed" basis. Whitlock will 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.

**We have provided our rental rates in Section B, item C.**

- B. Design, Project Management, Installation/Integration, Commissioning and Closeout Standards
  1. System Standardization
    - a. When designing, quoting, and installing systems, Whitlock will 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 will be formally managed by a full time, in-house employee of



Whitlock whose primary role is project management. The project manager will be available to the Buyer at all times during the installation and be the point of contact person for the University. The project manager will be knowledgeable of the specific project, all industry and professional standards and current with proper installation techniques. Prior to the University authorizing payment, the project manager will be responsible for providing proof of performance, quality installation and that all equipment is accounted for as part of the official system sign-off. Sign-off must be obtained from the Contract Administrator or designee.

**Whitlock's project managers are trained in globally recognized project management fundamentals and have experience managing projects throughout all phases of a project lifecycle, including initiation, planning, executing, monitoring, control and closing. Many of our project managers have obtained PMP certifications or are focused on a PMP training path.**

We have many internal tools, processes and best practices in place to ensure that we communicate early, consistently and effectively. The Whitlock Project Management Team has been trained and is required to provide excellent organization and communications to their projects, in addition to their technical training.

***These tools and expectations are designed to provide:***

- Detailed project checklists – design assist/review, pre-project approved drawings, documentation, finalized scope of work, procurement schedules, billing format and schedules, etc.
- Weekly status reports to provide project updates, action items, procurement status, risks and milestones and needs from other trades.
- Whitlock internal and client project kick off meetings.
- Documentation of project flow, timelines and milestones.
- Strong RFI and change management processes and documentation, customized for project.
- Proactive schedule management and resource mapping in Microsoft Project and other custom client tools.
- Detailed commissioning, training and final sign off plan, checklists and status reports.

***Whitlock's Project Management Plan consists of the following project sub plans and processes:***

- Scope Management Plan - including scope verification processes, assumptions and constraints, scope monitoring and control processes, milestone lists, etc.
- Communication Management Plan - including stakeholder register, project team

directory, RACI chart, etc.

- Schedule Management Plan - including MS Project Gantt Chart, activity lists resource allocations, etc.
- Risk Management Plan - including risk register, qualitative & quantitative risk analysis, risk mitigation strategies, variance analysis, risk audits, etc.
- Quality Management Plan – including change control procedures, quality control program, quality audits, etc.

- b. All projects will strictly follow the schedule provided by the Buyer.
  - c. All project deliverables will be delivered on the date indicated in the schedule.
  - d. Whitlock will use the Buyer's project management system to interface with the project unless no such system is available. Whitlock will 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. Whitlock understands that the Buyer owns all system programs such as control and audio DSP programs.
  - b. All programming will be performed by a full time, in-house employee of the Whitlock.
  - c. All Whitlock programmers will have a programming certification from the manufacturer providing the system or the Buyer will be notified if a non-certified programmer is working on the program to approve.
  - d. Whitlock will adhere to all Buyer standards and templates for control programming.
4. System Integration
- a. Staging – Whitlock will 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 will be virtually demonstrated.

- b) All new equipment will 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.) Whitlock's programmer will be present during system staging.

b. Installation

- 1) Whitlock's Installation crew will 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 Whitlock's on-site installation crew will have industry related certification.

c. Commissioning

- 1) The installed system will be fully tested by Whitlock 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) Whitlock will 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. Whitlock will 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 will 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 will minimally include the Original Equipment Manufacturer (OEM) warranty that shall pass directly to the purchaser. Products that fail after acceptance and installation will be covered under warranty. Products that are inoperative at installation will either be replaced by Whitlock 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 Whitlock.
3. Whitlock will replace in-kind any equipment which fails within first thirty (30) days of purchase.
4. Whitlock will 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, Whitlock will make service agreements available to the University. Either Whitlock or the manufacturer of the equipment may provide the maintenance.

#### D. Additional Services

1. When necessary, Whitlock will 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 Whitlock 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, Whitlock will organize and participate in

technology shows. The purpose of the shows are to present new products and provide information to University departments.

**Whitlock is committed to keeping our clients informed of new and emerging technologies before they are even common industry knowledge. Our involvement at the highest level of our industry is proven by being a past board member of InfoComm International® and a past member of the InfoComm executive committee.** InfoComm establishes standards for the A/V and videoconferencing industries. We have individual teams dedicated to continuing education in the areas of video teleconferencing, networked classroom development, command and control environments, media retrieval-distance learning, advanced digital audio systems processing as well as all aspects of streaming media deployment.

**Whitlock partners with the leading vendors in the industry to bring innovation and information to clients and the general technology marketplace at large.** We participate on a number of manufacturer advisory boards, evaluating current and future product designs and features sets, providing feedback and guidance to manufacturers and participating in a number of hardware/software Beta test programs to help bring effective products to market. We share our knowledge with clients in a number of ways, including:

- **Whitlock's National Collaborative Technology Shows:** Whitlock hosts a national technology showcase in key markets and approximately 50-70 top vendors participate, including Cisco, Polycom, Microsoft, Crestron, SMART, Christie, NEC and others. We usually generate about 350-500 attendees to our shows, which includes current and target clients. The primary goal is to provide a venue for key decision-makers to come out and see the latest AV/IT technologies and talk with our experts as well as experts from our key vendor partners about relevant issues. At these shows, we offer exclusive executive roundtable sessions and 3-4 seminars throughout the day on the most relevant topics to our client base at the time. Whitlock always invites all VASCUPP members to our shows and we have enjoyed a strong attendance from the VASCUPP network.
- **Global Presence Alliance Forum:** Whitlock hosts and co-hosts Global Presence Alliance Client Events at InfoComm International and ISE in Europe, where we bring together Fortune 100 companies to discuss global standards, lessons learned, best practices and ongoing managed services for audiovisual technologies across the enterprise.
- **Client Executive Briefings at Technology Demo Centers,** including Polycom, Microsoft, Cisco, Crestron and others.
- **Annual joint participation** in nearly 50 vertical market trade shows
- Should the need arise, Whitlock is also happy to participate in and support any additional technology shows **at the request of any VASCUPP institution.**

**We can organize events on-site at the VASCUPP University**, support any show in which a VASCUPP member is already exhibiting, or provide any other type of technology show assistance to the VASCUPP organization, as requested.

3. When necessary, Whitlock will provide training to University departments on the operation of new equipment, billed at standard VASCUPP training hourly rates.

Whitlock provides expansive **Technology Adoption Services (TAS)** to help each customer achieve a world-class end user experience and meet important business goals. We develop custom training programs for our clients based on their needs, which can be hosted at the client's site, at our offices or via streaming, webinars with vendor partners, E-blasts and collaboration through our social media groups.

We also offer On-Demand Training Videos, Premium On-Site Training, User-Guides, Crestron Fusion Consultation, and Roadmap Assessments – all to help our clients see real improvements in their teaming environments, and their bottom line.

**More information about our TAS services can be found behind the tab entitled "Additional Information".**

E. Order Placement

1. Whitlock will 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. Whitlock will 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. Whitlock must receive written approval from the authorized user to waive a requirement and that written permission is applicable to the specific authorized user alone.

## Response to RFP Section VI: Proposal Preparation and Submission Instructions

In response to Section VI: PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS of RFP# 7058821JC, Whitlock provides the following information:

### A. Proposal Submission Instructions

1. As requested, Whitlock has completed and returned Page 2 of the RFP. It has been signed by an authorized representative of the Offeror.
2. Whitlock has completed and returned the Addendum No. 01 issued on November 1, 2016.
3. Whitlock understands that utilization of the words “shall” or “must” indicates a mandatory requirement.
4. We have submitted one (1) original hard copy (paper) of the entire proposal, including all attachments and proprietary information. The original proposal has been clearly marked on the outside of the proposal. We have submitted 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 have been clearly marked on the outside whether it includes or excludes proprietary information. No other distribution of the proposal has been or will be made by Whitlock.

### 5. Proposal Presentation:

- a. All information requested has been submitted. Whitlock understands that 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 has been submitted. We understand that if we fail to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Whitlock’s proposal.
- c. As requested, we have prepared our proposal simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis has been placed on completeness and clarity of content.
- d. Our proposal has been organized in the order in which the requirements are

presented in the RFP. All pages of the proposal have been numbered. Each paragraph in the proposal references the paragraph number of the corresponding section of the RFP.

e. Each copy of the proposal has been bound or contained in a single volume where practical. All documentation submitted with the proposal has been contained in that single volume.

6. The outside of Whitlock's Proposal has been marked to clearly denote proprietary information is contained in the documents. **Written notice of proprietary information has been submitted as the first page of the Offeror's Proposal.**
7. Communications regarding this Request for Proposals (RFP) has been 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 have been directed to the University Procurement Department only.
8. Oral Presentation: We understand that Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU.
9. Whitlock understands that 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. Whitlock's proposals is as thorough and detailed as possible so that VCU may properly evaluate our capabilities to provide the required goods/services.
2. Proposed Price.
  - a. **As requested, Whitlock has provided a proposed discount pricing structure for the required equipment categories listed Section V, Item A. 2.** We have provided 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. **We have provided the deepest discounts are for the largest volume manufacturers listed below with competitive discounts off other manufacturers and types of AV equipment that our company sells.**
    - AVF
    - Biamp
    - Chief



- Cisco
- Clearone
- Compulock
- Crestron
- Dalite
- 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 will 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?

**Whitlock provides a full time service department to provide 24 hour response to questions about installation, troubleshooting, repairs and operation and maintenance of equipment. Whitlock agrees to 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 will also cover related labor and wiring of a completed system for one (1) year from the date of final acceptance.**

All products purchased under the contract will minimally include the Original Equipment Manufacturer (OEM) warranty that will pass directly to the VASCUPP Institution. Products that fail after acceptance and installation will be covered under warranty. Products that are inoperative at installation will either be replaced by Whitlock or repaired under warranty. The decision to replace such products or accept warranty repair shall be at the sole discretion of the University except in the event the University fails to provide timely notice of product failure to Whitlock.

Whitlock agrees to replace in-kind any equipment which fails within the first thirty (30) days of purchase. Whitlock agrees to provide loaner equipment, if needed, similar to the product which requires repair under warranty, at no charge to the University. After the warranty

period, Whitlock will make extended service agreements available to the University.

Hourly rates for maintenance are provided in our response; we can provide more customized and extensive maintenance contract options to VASCUPP buyers as needed.

- 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?

**Rental Rates – Below are Whitlock’s standard List Price rental rates. We will offer an additional 20% discount off of these rates for all VASCUPP Members.**

- Classroom or boardroom style LCD projector (4000 lumens) - \$200/day
- Theater or ballroom style LCD projector (5600 lumens) - \$500.00/day
- 42” flat screen monitor - \$250.00/day
- 60” flat screen monitor - \$350/day
- 6ft. Insta-Theater portable projection screen - \$15.00/day
- 7ft. Insta-Theater portable projection screen - \$20.00/day
- 8ft. tripod projection screen - \$30.00/day
- 6’ x 8’ Fastfold Screen - \$100.00/day
- 9’ x 12’ Fastfold screen - \$150.00/day
- 10.5’ x 14’ Fastfold screen - \$175.00/day
- 12-channel audio mixer - \$75.00/day
- Powered PA speaker with stand - \$75.00/day
- Wireless microphone systems (handheld or lapel) - \$75.00/day
- Wired podium or vocal microphone - \$20.00/day
- Professional video camera - \$125.00/day
- A/V setup or operator labor – \$40.00/hour during business hours

- d. For evaluation purposes only, a hypothetical Pricing Schedule is included in Section VII of the RFP. **Whitlock has filled out and submitted the Pricing Schedule with our RFP offer; it can be found behind the tab for Section VII of our proposal binder.**

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

**Whitlock has the ability to specify, procure, install and maintain equipment from any of the categories denoted, above.** We have experience with each category of equipment, and we have engineers trained on the specification and service of this equipment. Our current base of clients who use these technologies include Educational Institutions, Corporations, Government and Military Agencies, Houses of Worship and Medical Institutions. Whitlock has been in business since 1955, so we have the experience needed to successfully handle projects of this scope and difficulty.

***Whitlock's approach towards system development, integration, commissioning, and service is as follows:***

- Upon receipt of a Purchase Order from (Client), resources are allocated at Whitlock to successfully complete the project. **Primary resources include an Engineer, Project Manager (PM), Site Manager, a Programmer, and a Lead Tech.**
- Project Manager schedules kickoff meeting with all above mentioned parties to include Sales Engineer and Account Manager.
- Outline of project and thorough review of requirements is conducted
- Initial Schedule is developed to meet client's expectations
- Installation resources are reserved
- Engineering resources are triggered
- Site survey is scheduled (as needed)
- Final drawing package is drafted (peer review is standard) with the following minimum checks in place.

- Preliminary Design Review (PDR) is conducted
- Questions addressed: does the flow work? Will the system function correctly to meet the functional requirements?
- Addenda developed (if needed), final details considered, revision process proceeds
- Comprehensive Design Review (CDR) is conducted
- Final package proofread, corrections addressed, wire labels added, spell check completed, title block formalized, outline of package formalized, final draft follows.
- Final draft is submitted to Client for approval prior to procurement process.
- Package Published, procurement begins.
- Project Manager takes final package and triggers procurement of equipment and finalizes schedule for rack fabrication and integration.
- Project Manager sends package to programmer to develop programming
- Low voltage permits obtained.
- Procurement of equipment is processed.
- Rack Fabrication and system staging at Whitlock's staging facility.
- Comprehensive testing of all equipment conducted
- Control code loaded and tested. DSP set up and commissioned.
- A primary audio mix will be developed and loaded by the programmer;
- Final tuning and commissioning will be done in the field, under real-life conditions.
- Installation team scheduled to proceed with cable pulls and infrastructure integration (display mounts, camera mounts, ceiling speakers, etc. This occurs simultaneously to aforementioned processes.)
- Project Manager then schedules final system integration.
- Once construction is complete and the facility is ready to receive the core system equipment, the racks, displays, and all other remaining system components are delivered to site for final tie-in.

*Note: Facility considered 'ready to receive equipment' once construction is complete and the space is dust free and secured. Likewise, furniture, carpet, and all painting and wall trim is in place, and storage of the core equipment is available in a locked space prior to final integration.*

- Real world commissioning and tuning proceeds through collaboration between

Whitlock and the end users.

- Upon Substantial Completion, end user training will be scheduled.

*Note: At Substantial Completion, any changes or minor issues which may exist are recorded as a punch list on the signoff documents and Whitlock will have 30 days to resolve said issues. If there is a problem with the systems performance that can't be resolved within this 30 day window, then sign-off will not occur until the issue is reconciled.*

- Upon Acceptance, a 30 day window is also the normal amount of time that Whitlock reserves to produce as-built drawings, equipment documentation and instruction manuals as required.
- Upon sign off and Final Acceptance, the service and warranty period for the system begins, and all equipment and functionality is the responsibility of the client, unless otherwise contracted.

### **Addendum and Change Order Request Process:**

Whitlock has strong partnerships with all collaborative technology manufacturers. Our tremendous buying power results from years of proven project delivery, financial performance and positive relationships with key vendors. We have achieved high-level partnership status through our dedication to quality, standards and ongoing training and certification attainment.

Through formal partnering programs, we are able to offer clients:

- Advice on product selection and competitive pricing
- One source for purchasing all AV and IT technology solutions
- Reduced lead times and fewer barriers and risks for new technology investments

#### *Tiered Ordering*

Whitlock would coordinate with Salesforce.com to assure that all products delivered to the space are current models, using Whitlock's Tiered-Ordering procurement system. As a component of Whitlock's Project Management plan, a procurement schedule will be developed to follow the installation schedule for the project.

Infrastructure, long lead or custom items are ordered immediately as a Priority 1, followed by racks, rack accessories, mounting items and items needed for staging or pre-install testing. Displays, touchpanels and other items not needed for the initial stages of installation will be ordered last, ensuring that Salesforce.com receives only the latest, most current models available.

Whitlock has checkpoints throughout the implementation of the Tiered Ordering plan to ensure that all items are on schedule for timely delivery and to make any necessary adjustments needed due to schedule changes or product availability.

Should change orders be required, Whitlock will make those recommendations on a case-by-case basis, following all existing protocols of quality control and account management.

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

Whitlock 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.

Whitlock agrees to freight terms F.O.B. Destination/Pre-paid.

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

### **Design, Project Management, Installation/Integration, Commissioning and Closeout Standards**

#### **System Analysis**

Proper systems design has a substantial impact on the overall functionality of a facility. Our team begins with needs assessment meetings, site surveys, and detailed analysis reporting of a customer's current facility to gain information on the operational goals and technical needs. From this, we generate general design recommendations and a project timeline.

#### **Budgeting**

Using the general design recommendations as our guide, we produce a set of concept drawings and a preliminary budget. Relationships with hundreds of manufacturers make us well-suited to leverage competitive pricing on the best products in the industry.

#### **Detailed Design**

During the detailed design phase, Whitlock generates a complete set of VidCAD(tm) drawings and a detailed equipment list. The drawing package includes all video, audio and control flow drawings and patch panel and custom I/O panel layouts. Details on equipment placement are shown in rack elevations and console layout drawings.

- System Standardization
  - When designing, quoting, and installing systems, Whitlock will 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.

#### **Project Management**

A key member of our team is assigned to the client as their dedicated Project Manager. This person has overall control of the development effort and serves as the

primary communication link between the client and our company. We work actively on timeline development and reporting to keep you updated of our progress on a weekly basis. Other key staff members include VidCAD(tm) Design Engineers who are responsible for schematic drawings, console and equipment elevations and other appropriate documentation as directed by the Project Manager.

- All Buyer projects will be formally managed by a full time, in-house employee of Whitlock whose primary role is project management. The project manager will be available to the Buyer at all times during the installation and be the point of contact person for the University. The project manager will be knowledgeable of the specific project, all industry and professional standards and current with proper installation techniques..

**Whitlock's project managers are trained in globally recognized project management fundamentals and have experience managing projects throughout all phases of a project lifecycle, including initiation, planning, executing, monitoring, control and closing. Many of our project managers have obtained PMP certifications or are focused on a PMP training path.**

We have many internal tools, processes and best practices in place to ensure that we communicate early, consistently and effectively. **The Whitlock Project Management Team has been trained and is required to provide excellent organization and communications to their projects,** in addition to their technical training.

***These tools and expectations are designed to provide:***

- Detailed project checklists – design assist/review, pre-project approved drawings, documentation, finalized scope of work, procurement schedules, billing format and schedules, etc.
- Weekly status reports to provide project updates, action items, procurement status, risks and milestones and needs from other trades.
- Whitlock internal and client project kick off meetings.
- Documentation of project flow, timelines and milestones.
- Strong RFI and change management processes and documentation, customized for project.
- Proactive schedule management and resource mapping in Microsoft Project and other custom client tools.
- Detailed commissioning, training and final sign off plan, checklists and status reports.

**Whitlock's Project Management Plan consists of the following project sub plans and processes:**

- Scope Management Plan - including scope verification processes, assumptions and constraints, scope monitoring and control processes, milestone lists, etc.
- Communication Management Plan - including stakeholder register, project team directory, RACI chart, etc.
- Schedule Management Plan - including MS Project Gantt Chart, activity lists resource allocations, etc.
- Risk Management Plan - including risk register, qualitative & quantitative risk analysis, risk mitigation strategies, variance analysis, risk audits, etc.
- Quality Management Plan – including change control procedures, quality control program, quality audits, etc.

**Installation**

We offer quality mounting, cabling, and complete system integration to ensure a professional appearance and to assist in quick troubleshooting. Not only will you enjoy working with a great group of factory trained technicians, but you'll also be proud to take your visitors on a behind-the-rack tour.

**Training and Documentation**

We offer training and documentation services that provide your personnel detailed instruction on the operation and basic maintenance of all systems and equipment.

- 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.

**Whitlock has a Class "A" Contractor's license (see below) 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.**





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

**Whitlock provides a full time service department to provide 24 hour response to questions about installation, troubleshooting, repairs and operation and maintenance of equipment. Whitlock agrees to 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 will also cover related labor and wiring of a completed system for one (1) year from the date of final acceptance.**

All products purchased under the contract will minimally include the Original Equipment Manufacturer (OEM) warranty that will pass directly to the VASCUPP Institution. Products that fail after acceptance and installation will be covered under warranty. Products that are inoperative at installation will either be replaced by Whitlock or repaired under warranty. The decision to replace such products or accept warranty repair shall be at the sole discretion of the University except in the event the University fails to provide timely notice of product failure to Whitlock.

Whitlock agrees to replace in-kind any equipment which fails within the first thirty (30) days of purchase. Whitlock agrees to provide loaner equipment, if needed, similar to the product which requires repair under warranty, at no charge to the University. After the warranty period, Whitlock will make extended service agreements available to the University.

Hourly rates for maintenance are provided in our response; we can provide more customized maintenance contract options to VASCUPP buyers as needed.

- 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.

Whitlock has provided responses to these items within Section V. D. As far as item D.2, we do not charge for any VASCUPP members to attend our technology events.

- 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.

**Whitlock has provided a sample quote, and it can be found behind our tab "Section VII: Pricing Schedule" of the printed binder.**

- 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.

**As Whitlock has already been on the VASCUPP contract for many years, we have the ability to immediately begin accepting orders from authorized users of the contract.**

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

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

Yes \_\_\_ **X** \_\_\_ No \_\_\_\_\_

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

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

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

Yes \_\_\_ **X** \_\_\_ No \_\_\_\_\_

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

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.

**Whitlock teams up with leading universities and colleges to stay innovative and effective in education, research and communications.** The same video collaboration tools that make businesses more effective, deliver amazing improvements to classrooms and campuses. From auditoriums to innovation centers to the most versatile hands-on labs, ask Whitlock experts how to make the best use of new visual technologies to engage with students, the community and the public.

**Our proven experience in Higher Ed includes 60 years of delivering AV systems to education clients, with 15 years on the VASCUPP contract.** Our higher Ed client list includes special expertise delivering video collaboration solutions to VCU, UVA, Radford, William & Mary, JMU, UNC Chapel Hill, Northeastern, University of Texas in Austin and Dallas and Duke University, among others.

***References have been provided on the “PROPRIETARY INFORMATION” page of our RFP response.***

- e. 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.

**Whitlock's extensive VA-based technical team will support VASCUPP customers. These people have worked on VASCUPP projects previously, and have the highest credentials to successfully manage Higher Ed projects.**

**Jeff Matthis, Regional Director of Operations**

Jeff Matthis is a Regional Director of Operations based in Whitlock's Richmond, VA office location. Jeff is responsible for the pre and post sales technical and operational support teams and processes for the Mid-Atlantic and Northeast regions. A primary focus is support of Whitlock's sales team to ensure exceptional customer experiences. Under Jeff's leadership, Whitlock has successfully managed projects for multiple high profile clients, such as George Mason University, Virginia Department of Emergency Management, Virginia Department of Transportation and Virginia Commonwealth University. He has over twenty-five years of experience in the telecommunications field and received an Electrical Communication Certification while serving in the United States Air Force.

**Erich Brooks, Technical Operations Manager**

Erich Brooks is the Technical Operations Manager for Whitlock's Richmond, VA office and has over ten years of experience in the audiovisual industry. He has supported some of Whitlock's key clients, including General Dynamics, Hunton & Williams, Virginia Port Authority, Williams Mullen, McGuireWoods, Danaher, WilmerHale, Freddie Mac, World Bank, Ernst and Young, Holland and Knight, Vinson and Elkins and the United States Environmental Protection Agency. As Technical Operations Manager, Erich oversees all teams of installation, project and site management, programming, rack integration and service. He has received specialized training with manufacturers, such as Crestron, Biamp and ClearOne. Erich holds a Bachelors of Science degree from Old Dominion University.

**Keith Cable, CTS, Project Designer**

Keith Cable is a Project Designer in Whitlock's Richmond, VA office location with over 15 years of experience in the video collaboration industry. He is responsible for designing and engineering professional audiovisual and videoconferencing projects and working with many of the company's clients throughout Virginia, Maryland and D.C. In his time at Whitlock, Keith has worked on projects ranging from executive briefing centers to network operations centers and videoconferencing facilities. Before becoming a Project Designer, Keith served for two years as Senior Project Manager. He has completed projects for clients such as Williams Mullen, Virginia Commonwealth University, Skadden Arps Slate Meagher & Flom LLP, Howrey Simon Arnold & White, Troutman Sanders, Venable Attorneys at Law, King &

Spalding, Cleary Gottlieb Steen & Hamilton and Beers & Cutler. Keith has received accreditation as a "Certified Technical Specialist" (CTS) from InfoComm International. He has also completed training and certification courses from some of the industry's leading manufacturers, including Polycom (VSX Series certified) and QSC (Q-SYS certified; factory trained for Amps and DSP). He is also a member of SynAudCon.

**Brandon Alexander, CTS, Systems Designer**

Brandon Alexander has been in the AV/IT/UC industry for over 13 years and he has experience in installation, field service, site support and systems engineering. He has received certification as a "Certified Technology Specialist" (CTS) from InfoComm International®, the premier international trade association for the professional audiovisual communications industry. Brandon has engineered many projects for Whitlock, including multiple jobs at the University of Virginia, Virginia Military Institute, Virginia Department of Health Professions, Virginia Department of Rehabilitative Services and J. Sergeant Reynolds Community College. He has also completed installation work for General Dynamics, Lockheed Martin, SAIC, NGIC, FBI, George Washington University and King & Spalding. Brandon has been with Whitlock since June of 2003. Prior to Whitlock, Brandon was an apprentice for an Electrical and Mechanical contractor for four (4) years.

**Luke Herring, CTS, Systems Designer**

Luke Herring is a Systems Designer in Whitlock's Richmond, VA office location with over 10 years of experience in the AV/IT industry. His expertise includes complex systems design and implementations for large, global enterprises, higher education and government entities. Luke has worked with some of Whitlock's key accounts, such as WestRock, University of Virginia, VA Department of Emergency Management, Union First Market Bank and Navy Federal Credit Union. He has completed many training courses from multiple manufacturers, including Biamp, Symetrix, Clearone, Polycom, Crestron, Extron, QSC, and Cisco. Luke has also received certification as a "Certified Technology Specialist" (CTS) from InfoComm International, the premier international trade association for the professional audiovisual communications industry.

**Mat Agee, CTS-I, Quality Assurance Specialist**

Mat Agee serves as a Quality Assurance Specialist for Whitlock, providing overall control and management of processes to ensure strict quality standards are maintained throughout each customer deployment. Mat has extensive knowledge in video collaboration systems, including proper cabling techniques, signal flows, rack building, programming, troubleshooting and systems testing and commissioning. Throughout the project lifecycle, he continually checks and verifies that all customer requirements are being carefully followed. Matt has extensive experience providing Quality Assurance services to many Whitlock customers, including DLA Piper, The World Bank, WilmerHale and Venable. He is also a "Certified Technology Specialist - Installation" (CTS-I) from InfoComm International® and graduated with a Bachelor of Arts degree from Columbia College Chicago.

**Jeff Nasser, CTS, Systems Designer**

Jeff Nasser is a Systems Designer based in Richmond, VA with over 10 years of experience in the IT/VTC/UC industry. Jeff has successfully completed work for key regional clients, including Arent Fox, Allianz, Hilton Hotels, Kirkland & Ellis, Virginia Department of Emergency Management, Radford University, CFA Institute, and Wilmer Hale. His areas of expertise include systems engineering, client communications and training for end users. Jeff has also earned certification as a "Certified Technology Specialist" (CTS) from InfoComm International. He holds a Bachelor of Science degree from Virginia Tech.

**Tyler Buell, Systems Designer**

Tyler Buell has been in the AV/IT/UC industry for over 8 years and he has experience in installation, field service, site support, event support, system verification/health process and systems engineering and administration. He has provided system design for Pure Storage, Carmax, McGuireWoods, Prudential, Hirschler Fliescher, Indivior, Berkley Mid Atlantic Group, VA Department of Social Services, McKinsey and Company and The Department of Juvenile Justice. Prior to Whitlock, he has deployed a global AV standards system, UC applications and oversaw multiple global projects for Pure Storage. Prior to Pure Storage, he worked at Facebook as the Technical Lead overseeing a global Crestron/Cisco-Tandberg environment, supporting global event support and installation/maintenance teams and leading a group of local and global maintenance technicians. Tyler has been a technical designer, installer and high level technical support technician at many companies. He is Crestron DMC-E-4K and DMC-T-4K certified and holds a B.S. in Audio and Media Technology from The New England Institute of Art.

**Rob Scott, CTS, Program Manager**

Rob Scott is a seasoned collaborative technology expert with more than seventeen years of combined experience in the AV/IT industry. He serves as a Program Manager in Whitlock's Richmond, VA office location. Rob ensures that defined standards for communications, design, project management, delivery, quality assurance, training, managed services, billing and reporting are defined and followed for enterprise clients. He manages the day to day customer relationships for these accounts with regular communication through personal visits, video, audio and email. Rob also has strong coordination with Whitlock Engineering/Systems Design and Technical Operations to provide on-time, on-budget, quality projects that meets the customer's expectations. Rob has completed many manufacturer certifications and industry trainings, such as Extron (EAVA certified), Panasonic, Cisco, Bosch and Chief. He has received accreditation as a "Certified Technical Specialist" (CTS) from InfoComm International®, and has completed OSHA 10HR and 30HR training courses. Rob graduated Magna Cum Lade from St. Petersburg College with an Associate of Applied Science degree in Business Administration.

**Nadia Caruso, Program Manager**

Nadia Caruso is a Program Manager with over 15 years of combined IT/AV/UC and management operations experience. In this role, she is responsible for the day to day

oversight and coordination of company resources for defined enterprise relationships, and for ensuring a consistently superior customer experience. Nadia also monitors compliance of our defined standards for communications, design, project management, delivery, quality assurance, training, managed services, billing and reporting. She currently works on all Capital One projects out of the West, South Central and Midwest regions, as well as Canada. Nadia is working towards obtaining her CTS (Certified Technology Specialist) and PMP (Project Management Professional) certifications in the near future. She graduated from Tufts University with a Bachelor of Arts in Clinical Psychology.

**Davis Whitehurst, Senior Programmer**

Davis Whitehurst joined Whitlock in 1998 as an Installation Technician. Since then, he has been promoted to Senior Programmer, a title he earned due to his extensive aptitude for the programming of control systems for complex presentation rooms, distance training facilities and videoconferencing centers. Davis is a certified Master Crestron Programmer and has worked on projects for George Mason University, South Carolina Department of Commerce, Apple Computers, NFL Players Association, Bloomberg and Lockheed Martin. Davis also has over five years of experience working in studio production.

**Ken Allred, CTS, Senior Project Manager**

Ken Allred joined Whitlock in March of 2004. As Senior Project Manager, Ken is responsible for managing installations for a variety of professional systems for Whitlock's clients. During his time at Whitlock, he has had extensive training with InfoComm International®, the premier international trade association for professional audiovisual communications industry, and has received certification as a "Certified Technical Specialist" (CTS). He has served as Project Manager for SunTrust Bank, Philip Morris, Richmond City Police, Dominion Power, William & Mary and Wachovia. Ken graduated from Middle Tennessee State University in 2001 with a B.S. in Recording Industry Production and Technology.

**Dennis Cable, Project Manager**

As Project Manager based in Richmond with over 16 years of video collaboration experience, Dennis Cable is responsible for the execution and management of client integration projects. He oversees the project installations, acts at the point of contact for the client and ensure that projects are finalized within the client's specified time frame, as well as making sure that the installation meets their expectations. Dennis has completed projects for key clients, such as Virginia Commonwealth University, National Ground Intelligence Center (NGIC), The College of William & Mary, New River Community College, George Washington University and Lockheed Martin.

**Brian Hemler, Staging Manager**

Brian Hemler joined Whitlock in September of 2004. Brian came to Whitlock with fifteen years of experience in Radio Broadcasting, the recording industry and audiovisual integration. As Staging Manager for Whitlock, Brian is responsible for insuring that all drawings of systems to be built are correct, all racks built in-house

are properly loaded and wired in accordance with wiring diagrams and all jobs requiring pre-install staging and testing for customers and consultants are set-up, tested, and ready for customer inspection.

**Matthew Nixon, CAD Technician**

Matthew Nixon is a CAD Technician in Richmond, VA with over 8 years of experience in the audiovisual industry. He has served in various technology leadership, implementation and support roles for a range of clients, including VCU, Venable, Morrison & Forester, Hunton & Williams, Harris Williams, CATO, The Collegiate School, ASCO, Siemens Corporation, DLA Piper, T. Rowe Price, Prudential and the VA Department of Emergency Management. Matthew is also working on obtaining certification as a “Certified Technology Specialist” (CTS) from InfoComm International®, the premier international trade association for the professional audiovisual communications industry.

**David Harris, CAD Technician**

David Harris is a CAD Technician located in Whitlock’s Richmond, VA office location with over 8 years of industry experience. In this role, David produces comprehensive system wiring and architectural documentation for many intricate systems for controls rooms, operations centers, boardrooms, executive briefing centers, classrooms and training rooms. He has completed work for a number of the Company’s key clients, such as T. Rowe Price, DLA Piper, Virginia Commonwealth University, Arent Fox, Lockheed Martin, World Vision, Towne Bank, FEMA, Colonial Webb and Direct Energy.

**Ken Allred, CTS, CAD Technician**

Ken Allred is a CAD Technician based in Whitlock’s Richmond, VA office location with more than 12 years of direct industry experience. During his time at Whitlock, Ken has had extensive training with InfoComm International, the premier international trade association for professional audiovisual communications industry, and has received certification as a “Certified Technology Specialist” (CTS). He has worked with many of the Company’s clients, such as SunTrust Bank, Philip Morris, Richmond City Police, Dominion Power, William & Mary and Wachovia. Ken graduated from Middle Tennessee State University in 2001 with a B.S. in Recording Industry Production and Technology.

**Chip Wright, Installation Technician**

Chip Wright joined Whitlock in 1997 and he has over 25 years of experience in the AV industry. He has successfully provided expert installation services for many clients, including VCU, UVA, Collegiate, EPA, Dominion Power, Capital One, Lynchburg College, VMI, JMU, Longwood College and the State Police. Chip is also working towards obtaining his certification as a “Certified Technology Specialist” (CTS) from InfoComm International®, the premier international trade association for the professional audiovisual communications industry.

**Paul Nuckols, CTS-I, Lead Technician**

Paul Nuckols is a Lead Technician with Whitlock located in Richmond, VA. He has over 10 years of direct industry experience. He has completed many high profile projects for clients, such as Freddie Mac, Dominion Power, Arlington County, Virginia State Capitol, Virginia House of Delegates, George Washington University and Richmond City Council. Paul has received certification as a "Certified Technology Specialist - Installation" (CTS-I) from InfoComm International. He has also completed numerous manufacturer training and certification courses, including Crestron (DMC-D-4K certified), Vaddio, Belden and Extron, among others. Paul has also completed the OSHA 30 Hour Construction Safety course.

**Bryan Revis, CTS, Lead Technician**

Bryan Revis is a Lead Technician with Whitlock based in Richmond, VA with over 10 years of experience in the IT/VTC industry. Bryan joined Whitlock as an Installation Technician and was quickly promoted Lead Technician based on his skill set and aptitude. He has been involved with many client projects, including Hunton & Williams, The World Bank, FEMA and George Mason University. Bryan is a Microsoft certified system administrator, Extron certified specialist and Polycom certified in IP data networking in an audiovisual environment. He has also received certification as a "Certified Technology Specialist" (CTS) from InfoComm International.

**Sean Gustafson, Lead Technician**

Before joining Whitlock in August of 2008, Sean Gustafson worked as a Support Technician with UNC Chapel Hill's ITS Classroom Hotline where he provided audiovisual equipment support to end users. As a Lead Technician with Whitlock, Sean has worked on many projects such as Williams Mullen, VCU, Arlington County Courthouse, FEMA, Freddie Mac, Virginia Piedmont Community College, UVA Darden School of Business, John Tyler Community College and Rappahannock Community College. Sean is also working towards obtaining his certification as a "Certified Technology Specialist" (CTS) from InfoComm International®, the premier international trade association for the professional audiovisual communications industry.

**Brian Irby, Lead Technician**

Brian Irby is a Lead Technician out of Whitlock's Richmond, VA office. He has shown exemplary skills in installing audiovisual equipment, testing systems, doing cable work and is a dedicated team player. Brian has supported many of Whitlock's key clients locally and nationally, including NASA HQ, Shook, Hardy & Bacon, Shell Oil, HESS, United State Marshals, Federal Bureau of Investigation (FBI), University of Mary Washington, Virginia Commonwealth University and University of Richmond. He has completed various training courses with many of the industry's leading manufacturers, such as Crestron, Extron and Polycom.

**Warren Emerson, Lead Technician**

Warren Emerson serves as a Lead Technician based in Richmond, VA with over 15



years of experience in the AV/VTC industry. He has supported some of Whitlock's key clients, including Arent Fox, NASA, CarMax, Johns Hopkins University, DARPA, FEMA, Dickstein Shapiro, Hunton & Williams, Virginia Commonwealth University and George Washington University. Warren has completed many specialized training courses for manufacturers, such as Panasonic, Biamp, Stewart and Toshiba and is a CEDIA and SBCA certified technician.

**Steven Winner, CTS, Field Service Engineer**

Steven Winner joined Whitlock in 2000. As a Field Service Engineer, Steven provides bench repair, preventative maintenance and repair support for installed systems. He has served numerous Company clients including Philip Morris, Lockheed Martin, General Dynamics and Skadden, among others. Steve has received certification as a "Certified Technology Specialist" (CTS) from InfoComm International®, the premier international trade association for the professional audiovisual communications industry. He has also received manufacturers' training from companies such as Barco, Tandberg, ClearOne and Clarity.

**Mark Morrison, CTS, Systems Integration Manager**

Mark Morrison is the Systems Integration Manager for Whitlock's Middle Atlantic offices and has over 15 years of experience in engineering and management within the AV/IT industry. In this position, he oversees all aspects of engineering and CAD documentation for providing innovative and cost effective solutions. Since joining Whitlock, Mark has supported some of the Company's key clients, such as American University, Human and Health Services and Capital One. He has obtained his CTS certification from InfoComm International and has also completed training from some of the industry's leading manufacturers, such as AMX, Crestron, Extron, Cisco, Polycom, Barco, ClearOne, Planar, RGB Spectrum and QSC. He has extensive experience in large complex solutions that have been successfully implemented for both commercial and government clients. Mark holds a Bachelor of Science in Business degree from Virginia Polytechnic & State University (Virginia Tech).

**Shawn Lucus, Technical Operations Manager**

Shawn Lucus is the Technical Operations Manager for Whitlock's Northern Virginia office location. He is a seasoned collaborative technology expert with more than twelve years of AV/IT industry experience. Most recently, Shawn was the Director of Operations / Senior Project Manager for a similar audiovisual integration firm where he was responsible for all aspects of strategic technology planning, designing, implementation and support for many of the company's larger projects. He also worked directly with the CEO and CFO on project and overall business strategy and development. As the Technical Operations Manager for Whitlock, Shawn is responsible for the technical delivery and service quality of the engineering team to clients across the region, which includes the Maryland and Washington, DC areas. He has attended many manufacturer training courses and is currently working towards obtaining his PMP certification (Project Management Professional), which is a highly respected and valued credential among project managers nationwide.

**Ryan Poe, CTS-I, Senior Solutions Architect**

Ryan Poe is a Senior Solutions Architect based in Whitlock's Northern Virginia office location. He has served in various technology leadership, management, implementation and support roles for a range of clients, including Arlington County, DARPA, FEMA, Foley Lardner LLP, International Monetary Fund, RTKL Associates, University of Mary Washington, U.S. Marshals, General Dynamics, Hunton & Williams LLP, Lockheed Martin and The World Bank. Ryan has completed training with Whitlock's key manufacturing partners, such as Crestron (DMC-E and DMC-D certified), Extron (XTP-E), ClearOne and AMX (ACE-D). He has also received accreditation as a "Certified Technology Specialist - Installation" (CTS-I) from InfoComm International, the premier international trade association for the professional audiovisual communications industry.

**Byung Kim, CTS-I, Systems Designer**

Byung Kim is a Systems Designer based in Whitlock's Northern Virginia office location. He has supported some of Whitlock's key clients, including Arlington County, Virginia Department of Transportation, Caterpillar, GlaxoSmithKline, Verizon, Aramco, Analysis Group and Bowie State University. As a Systems Designer, Byung actively designs and develops new projects and provides engineering and installation documentation and configuration details. Along with his CTS-I (Certified Technology Specialist – Installation) accreditation from InfoComm, he has completed training with some of Whitlock's manufacturing partners, including Crestron (DMC-T certified) and Extron (EAVA certified), and has his OSHA 10 hour certification. Byung received his Bachelor's degree from Berklee College of Music.

**Mark Hirst, CTS-I, Systems Designer**

Mark Hirst is a Systems Designer based in Northern Virginia with over 9 years of experience in the video collaboration / unified communications industry. He actively designs and develops new projects, provides engineering and installation documentation and configuration details, designs projects to clients specifications and follows through with all testing, adjustments and training until the project is complete. Mark has worked with a number of key clients, including Carlyle Group, T. Rowe Price, Covington & Burling, Prudential Financial and American University. He has completed training and certification courses with many of the industry's leading manufacturers, such as Biamp (Audia certified), Planar (Clarity Matrix certified), Cisco and Vidyo (certified Deployment and Support Engineer). Mark has also received accreditation as a "Certified Technology Specialist - Installation" (CTS-I) from InfoComm International.

**Allen Leigh, Systems Designer**

Allen Leigh is a Systems Designer based in Northern Virginia with over 18 years of experience in the IT/VTC/UC industry. His experience involves designing complex command control systems for national security and he has engineered systems for key Company clients, including Capital One. Allen is a level 2 Crestron programmer, Extron DTP-Design certified and has completed training and various levels of certification with Biamp, ClearOne, Planar and Cisco. He is Imaging Science Foundation (ISF) certified and is working towards obtaining his CTS-D certification

from InfoComm.

**Bryant Patterson, CTS, Project Manager**

Bryant Patterson has served as a Project Manager for Whitlock since October of 1995. He is responsible for providing integration management of Whitlock's installation projects throughout Virginia, D.C and Maryland and has proven to be an asset to the company's engineering and service departments. Bryant has worked with many of Whitlock's key clients, including NASA, DARPA, Department of Defense, George Washington University, University of Maryland Eastern Shore, UVA, VMI and the NFL Players Association. He holds an electronics degree from ECPI and has obtained his certification as a "Certified Technology Specialist" (CTS) from InfoComm International, the premier international trade association for the professional audiovisual communications industry.

**Michael McConnell, CTS, Project Manager**

Michael McConnell is a Project Manager in Whitlock's Ashburn, VA office. In this role, Michael supervises a select group of Whitlock's largest enterprise accounts, providing resource allocation, forecasting, scheduling and overall management of the entire integration process. As a Project Manager, Mike is a dedicated asset and responsible for the coordination of all efforts related to the installation. He has over eighteen years of business management experience, eight of which have been focused on the audiovisual industry, and has received accreditation as a "Certified Technology Specialist" (CTS) from InfoComm International®.

**Mike Saxon, CTS, Site Manager**

Mike Saxon is a Site Manager based in Northern Virginia. He has worked closely with many of Whitlock's high profile clients, including FBI, Federal Aviation Administration, U.S. Marshals, Foley & Lardner, Bowie State University, Johns Hopkins University, Lockheed Martin, U.S. Department of Housing and Urban Development (HUD), Virginia Department of Transportation (VDOT), McDermott Will & Emery and Northern Virginia Community College. Mike has completed multiple manufacturers training courses and holds a certification for Barco LED walls (OL/OVL). He has also received accreditation as a "Certified Technology Specialist" (CTS) from InfoComm International.

**Larry Rivera, Programmer**

Larry Rivera is a Programmer located in Northern Virginia with over 19 years of experience in the AV/VTC/IT industry. He has worked for both residential and commercial integration firms and has excelled in the areas of programming, project management, engineering support, technical guidance and problem analysis and resolution. Larry has several manufacturer trainings and certifications, including Crestron (Certified Crestron Programmer), AMX (Programmer 1 & 2), Biamp (Certified Tesira, Audia and TesiraFORTE), SMART (Certified Trainer), Polycom, Sony, ClearOne and Vaddio, among others.

**Daniel Reese, Lead Technician**

Daniel Reese is a Lead Technician in Whitlock's Northern Virginia office with over six years of experience in the audiovisual industry. He has supported some of Whitlock's key clients, including Hunton & Williams, DARPA, HUD and CATO. As a Lead Technician, Daniel serves as the onsite contact for the client where he keeps them informed of all progress and works to make sure that the job is completed on time and to their specifications. He also assists the Site Managers in making sure all equipment is on-site when needed and assists with any questions the Installation Technicians may have. Daniel has an electronics certification from Lincoln Technical Institute.

**Gareth Evans, Lead Technician**

Gareth Evans is a Lead Technician located in Whitlock's Ashburn, VA office location with over twelve years of experience in the audiovisual industry. He oversees projects, helps lead/direct other technicians on site and provides the Site Manager with any necessary updates throughout the project. Gareth has worked on a number of Whitlock's high-profile clients, including Sutherland Asbill & Brennan, WilmerHale, Association of American Medical Colleges and the Virginia Department of Transportation. He has completed many training and certification courses within the industry, including numerous courses with InfoComm and is a certified Extron AV Associate.

**Louis Giuffrida, Jr., CTS, Lead Technician**

Louis Giuffrida is a Lead Technician based in Whitlock's Northern Virginia office location with over nine years of experience in the AV/UC/IT industry. He has worked closely with many of the Company's key customers, including Grant Thornton, BNP Bank, Federal Reserve Bank of New York and Franklin Templeton. As a Lead Technician, Louis installs, tests, commissions and trains customers on their new systems. He has completed many manufacturer certification and training courses, such as Crestron (DMC-D-4K certified), Biamp (Tesira certified), Cisco and Vantage. Louis has also received accreditation as a "Certified Technology Specialist" (CTS) from InfoComm International. He received his degree in Computer Information Systems from State University of New York (SUNY) Farmingdale.

**Matias Vasquez, Lead Technician**

Matias Vasquez is an Installation Technician based in Northern Virginia with over 5 years of experience in the AV/IT industry. He has supported a number of Whitlock's key accounts, including Lockheed Martin, T. Rowe Price, Foley & Lardner, DLA Piper and George Washington University. Matias has attended and completed multiple training and certification courses of many of the industry's leading manufacturers, such as Crestron (Essentials of Programming), Biamp (Tesira Certified) and ClearOne (Professional Conferencing Products Technical Specialist). He received both a Business Associates degree and a General Studies Associates degree from Northern Virginia Community College.

**Jim Witzigman, CTS, CTS-I, Systems Integration Manager**

Jim Witzigman has over twenty years of experience in the audiovisual industry and is the Systems Integration Manager in Whitlock's Virginia Beach, VA office. In this position, he oversees the engineering, project management, installation and design of projects in the Virginia Beach / Hampton Roads area. Since joining Whitlock in 2002, Jim has supported some of the Company's key clients, such as U.S. Navy, U.S. Army, Norfolk Southern, Norfolk State University and Virginia Beach Public Schools. He has obtained his CTS and CTS-I (Installation) certifications from InfoComm International and has also completed training from some of the industry's leading manufacturers, such as Biamp, QSC, Polycom, Extron, ClearOne, Chief and Revolabs. Jim previously served in the United States Navy and holds a Bachelor of Science in Electrical Engineering with a minor in Engineering Management from Old Dominion University.

**Philip Raymond, CTS, Systems Engineer**

Philip Raymond is the Senior Engineer for Whitlock's Virginia Beach office. He previously served in the United States Navy. Philip joined Whitlock 1998 and has experience installing and servicing integrated audiovisual systems. He has completed certification requirements from numerous manufacturers, including Extron, Synelec, Lutron, Christie Digital and QSC. Philip Raymond has also attended the Syn-Aud-Con Sound System Optimization and Design Seminars and has successfully received certification as a "Certified Technology Specialist" (CTS) from InfoComm International®, the premier international trade association for the professional audiovisual communications industry.

**Alex Acevedo, CTS, Design Engineer**

Alex Acevedo is a Design Engineer based in the Virginia Beach, VA office with more than eight years of experience in the audiovisual industry. He has supported some of Whitlock's key clients, including Norfolk Southern, Northrop Grumman, NATO, Virginia Beach Public Schools and Huntington Ingalls Industries. Alex designs mission critical, high profile commercial AV systems and manages complex projects including site management, cost tracking, time line estimates and coordination to ensure projects are completed to the client's specifications and in the time frame allotted. He has completed training with many manufacturers, such as Crestron (DMC-D certified), Extron, Cisco, AMX (Programmer 1), ClearOne, Biamp and Cyviz. Alex has also received accreditation as a "Certified Technical Specialist" (CTS) from InfoComm International®, the premier international trade association for the professional audiovisual communications industry. He graduated from Old Dominion University with a Bachelors of Science in Business Administration, concentrating in Information Technology and Network Engineering.

**Brian Eckenroth, Senior Project Manager**

Brian Eckenroth joined Whitlock in 1999. Brian started Whitlock as an installation technician. In 2002, Brian was promoted to Project manager due to his hard work and dedication. As project manager, Brian was responsible for installing equipment and maintaining customer relations while on the jobsite. In 2007, Brian was promoted to Senior Project Manager. As Senior Project manager, Brian's

responsibilities include managing multiple high profile projects, working with engineers and clients to ensure flawless integration and maintaining communications with clients after completion of projects to ensure complete satisfaction. Brian is also responsible for maintaining installation standards. Some of Brian's clients include Maryland House of Delegates, NCDOC, Jamestown Museum, and Christopher Newport University Ferguson Center for Performing Arts. Eckenroth has successfully completed certification from many of our dealers including Symnet, Clarity, Extron, Christie and InfoComm International®, as well as, onsite courses in both installation and project management.

**Chris Anners, CTS, Lead Technician / Rack Specialist**

Chris Anners joined Whitlock in December of 2003. As an Installation Technician / Rack Specialist, Chris is responsible for building, wiring, and installing audiovisual equipment racks. He has demonstrated an exceptional aptitude for the completion of audiovisual integration projects, including completed projects for Norfolk State University, Old Dominion University, Thomas Nelson Community College, Christopher Newport University, Maryland House of Delegates, Jamestown Settlement, Virginia Aquarium and Newport News Shipyard. Chris is an AMX Certified Installer, a certified Extron Audiovisual Associate and has also successfully received certification as a "Certified Technology Specialist" (CTS) from InfoComm International®. He has successfully completed training with multiple manufacturers, including AMX, Extron, Biamp, Symnet and ClearOne. Chris graduated from ECPI with an Associate's Degree in Computer Electronics.

- 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.

We have set up a [vascupp@whitlock.com](mailto:vascupp@whitlock.com) email account to serve as a single way to communicate with us. The following people are on the email list, but can also individually be contacted:

**Ewan Smith**, Regional Vice President, Eastern US  
12820 West Creek Parkway, Richmond, VA 23238  
804.325.4686 (o) | 804.616.5829 (m)  
[Ewan.smith@whitlock.com](mailto:Ewan.smith@whitlock.com)

**Bill Betz**, Regional Director, Mid Atlantic  
20099 Ashbrook Place, Suite 105, Ashburn, VA 21047  
804.325.4668 | 804-928-8224 (m)  
[betzb@whitlock.com](mailto:betzb@whitlock.com)

**Jeff Matthis**, Regional Director of Operations, Mid Atlantic & Northeast  
12820 West Creek Parkway, Richmond, VA 23238  
804.495.4315 (o) | 804.296.1284 (m)  
[matthisj@whitlock.com](mailto:matthisj@whitlock.com)

**Staci Saunders**, Regional Customer Experience Manager, Mid Atlantic  
12820 West Creek Parkway, Suite M, Richmond, VA 23238  
804.325.4664 direct | 804.325.4753 fax  
[saunders@whitlock.com](mailto:saunders@whitlock.com)

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

**Whitlock has been on the VASCUPP contract for more than 15 years. We are still under contract with VASCUPP effective through December, 2016. The only other VA state contract we hold is with VITA.**

- 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/>

Whitlock has compiled and provided the annual sales conducted with the VASCUPP Member Institutions from July 2015 – June 2016.

Radford University	\$ 310,603.29
College of William & Mary	\$ 162,518.47
James Madison University	\$ 1,466,878.17

Radford University	\$ 1,146,992.13
Virginia Commonwealth University	\$ 1,568,991.63
UVA	\$ 81,543.54
<b>Grand Total</b>	<b>\$ 4,737,527.23</b>

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

Yes, Whitlock 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   X   No \_\_\_\_\_

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.

Whitlock has completed Appendix I and it can be found behind the tab "Section XIII: Attachments" of the proposal binder.

11. Method of Payment

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

Whitlock has completed Appendix II and it can be found behind the tab "Section XIII: Attachments" of the proposal binder.





**I. PRICING SCHEDULE:**

As requested, Whitlock has filled out the hypothetical pricing schedule below. 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	22%	=	\$156,000.
Multimedia Presentation	\$700,000.	less	40%	=	\$420,000.
Multimedia Development	\$300,000.	less	40%	=	\$180,000.
Satellite Transmitting and Receiving	\$300,000.	less	15%	=	\$255,000.
Teleconferencing and Communication	\$1,300,000.	less	30%	=	\$910,000.
Computer Presentation	\$1,900,000.	less	9%	=	\$1,729,000.
Broadband Distribution	\$200,000.	less	15%	=	\$127,500.
Multi-Media Furniture	\$ 150,000.	less	31%	=	\$46,500.
<b>Section A Total</b>					<b>\$3,824,000.</b>

B. Services:

Annual Maintenance Contracts    \$100,000    less    5%    =    \$95,000.

Hourly Service Rates:

	Annual Number Of Hours		Hourly Rate		Annual Total
Maintenance After The Warranty	200 hours	X	\$90	=	\$18,000.
Installation	700 hours	X	\$75	=	\$52,500.
Technical Assistance	50 hours	X	\$75	=	\$3,750.
Training	25 hours	X	\$85	=	\$2,125.
<b>Section B Total</b>					<b>\$171,375</b>

C. Rental Equipment:

	Annual Expenditures		% Discount		Discounted Total
Section C Total	\$100,000.	less	20%	=	\$80,000.
<b>Grand Total Sections A, B and C</b>					<b>\$4,075,375.00</b>



**CONFIDENTIAL VASCUPP QUOTATION**

12820 West Creek Parkway, Suite M Richmond VA 23238 · Ph: (800)726-9843 · Fax: (804)273-9380

Company: VIRGINIA COMMONWEALTH UNIVERSITY	Date:
Contact: 0	Contract: 4394459JC-14
Phone: 0	Account Manager: 0
Fax: 0	Systems Engineer: 0
E-Mail: 0	Quote Valid For: 30 days
Job Address: 0	Quote Revision #: 0
Project ID#: 0	

Project: NEC DISPLAY
Room: Room 1

Item	Qty	Manufacturer	Model	Description	Price	Ext Price	Category	Discount %	List Price
0				Display					
1	1	NEC	E905	90" LED LCD PUBLIC DISPLAY MONITOR	7,919.20	7,919.20	LED/LCD MONITORS - LARGE	20%	9,899.00
2					-	-			
3					-	-			
4					-	-			
5					-	-			
6					-	-			
7					-	-			
8					-	-			
9					-	-			
10					-	-			
11					-	-			
12					-	-			
13					-	-			
14					-	-			
15					-	-			
						<b>Equipment Total</b>			7,919.20
16	0	Whitlock		Hardware, Cables, Connectors	-	-			
17	0.0	Whitlock Services		(Installation - Hourly Rate)	75.00	-			
18	0.0	Whitlock Services		(Project Manager - Hourly Rate)	90.00	-			
19	0.0	Whitlock Services		(Sr Consultant - Consulting/Design Hourly Rate)	100.00	-			
20	0.0	Whitlock Services		(Programming - Hourly Rate)	100.00	-			
21	0.0	Whitlock Services		(Training - Hourly Rate)	85.00	-			
22					<b>Total</b>	<b>7,919.20</b>			

SAMPLE

**Notice:**

*All labor quotes are based on normal business hours of eight AM to five PM and does not include overtime, evening, or weekend shifts. Overtime hours may be considered, upon request, at additional cost.*

**Pre-installation requirements:**

*The space must be clean free of dust, secure, and climate controlled to normal office conditions. All painting, flooring, and ceiling must be finished. High voltage wiring must be installed and tested by an electrician provided by the owner or others. All telecommunication drops must be installed, terminated, and tested by the owner or others. Any necessary internal and external static IP address will be issued by the owner's or other's network administrator. All network setup shall be done by the owner or others. All owner furnished AV equipment and furniture shall be provided prior to the install start date. Prior to installation, a Whitlock project manager shall have access inspect the installation site to insure the requirements are in place.*

### Response to RFP Section VIII: Evaluation and Award Criteria

Whitlock understands that proposals will be evaluated based upon the information provided in our response 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.

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

## Response to RFP Section IX: Reporting & Delivery Requirements

Whitlock has read, understands, and fully complies with the entire section of RFP 4394459JC entitled “Reporting & Delivery Requirements”. Sections include:

**By submitting our Proposal, Whitlock certifies 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.

**Whitlock has completed Appendix I and has included the information regarding the subcontractors we would use. In the printed binder, it can be found behind the tab “Section XIII: Attachments”. In the electronic submission, it’s a separate file attachment.**

### **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.

**Whitlock agrees to complete and submit the required quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified Swam Businesses in the performance of the Contract.**

## Response to RFP Section X: General Terms & Conditions

Whitlock has read, understands, and fully complies with the entire section of RFP 7058821JC entitled "General Terms and Conditions". Sections include:

- |  |                                 |
|--|---------------------------------|
| A. PURCHASING MANUAL   | B. APPLICABLE LAW AND COURTS    |
| C. ANTI-DISCRIMINATION   | D. ETHICS IN PUBLIC CONTRACTING |
| E. IMMIGRATION   | F. DEBARMENT STATUS             |
| G. ANTITRUST   | H. STATE FORMS AND CONDITIONS   |
| I. FINAL TERMS   | J. PAYMENT                      |
| K. PRECEDENCE OF TERMS   | L. QUALIFICATIONS OF OFFERORS   |
| M. TESTING AND INSPECTION  | N. ASSIGNMENT OF CONTRACT       |
| O. CHANGES TO CONTRACT   | P. DEFAULT                      |
| Q. USE OF BRAND NAMES  | R. TRANSPORTATION & PACKAGING   |
| S. INSURANCE (** We have included a copy of our Insurance Certificate in our RFP Response) |                                 |
| T. ANNOUNCEMENT OF AWARD   |                                 |
| U. DRUG-FREE WORKPLACE   | V. NONDISCRIMINATION            |
| W. eVA REGISTRATION  | X. FERPA                        |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Commercial Lines - (804) 267-3100 Wells Fargo Insurance Services USA, Inc. 9020 Stony Point Parkway, Suite 200 Richmond, VA 23235	<b>CONTACT NAME:</b> Merlene Barbour <b>PHONE (A/C, No, Ext):</b> 804-267-3136 <b>FAX (A/C, No):</b> 877-827-0725 <b>E-MAIL ADDRESS:</b> merlene.barbour@wellsfargo.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A :</b> Phoenix Insurance Company      25623 <b>INSURER B :</b> Charter Oak Fire Insurance Co.      25615 <b>INSURER C :</b> Travelers Property Casualty Co of America      25674 <b>INSURER D :</b> XL Specialty Insurance Company      37885 <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b> Audio Fidelity Communications Corporation dba Whitlock 12820 West Creek Parkway, Suite F-M Richmond VA 23238	

**COVERAGES**      **CERTIFICATE NUMBER:** 10306300      **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included <input checked="" type="checkbox"/> XCU not excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			630-3E408535	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			810-4E389145	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3E408535	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	UB-3E394201	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Floater			UM00048697MA16A	04/01/2016	04/01/2017	\$11,000,000 Any One Site \$5000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
FOR INFORMATION ONLY

<b>CERTIFICATE HOLDER</b> FOR INFORMATION ONLY Audio Fidelity Communications Corporation dba Whitlock 12820 West Creek Parkway, Ste. M Richmond, VA 23238	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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### Certificate of Insurance (Con't)

#### OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
C	Professional Liability			ZPL- 81M01278	04/01/2016	04/01/2017	\$2,000,000 Each Claim
	Claims Made						\$2,000,000 Aggregate
							\$50,000 Deductible

## Response to RFP Section XI: Special Terms & Conditions

Whitlock has read, understands, and fully complies with the entire section of RFP 7058821JC entitled "Special Terms and Conditions". Sections include:

- A. ADVERTISING
- B. ASBESTOS
- C. AUDIT
- D. BEST AND FINAL OFFER
- E. ACCEPTANCE PERIOD
- F. PROPOSAL PRICES
- G. CANCELLATION
- H. CONTRACTOR REGISTRATION
- I. TITLE TO MATERIALS
- J. DELIVERY AND STORAGE
- K. SPECIAL DISCOUNTS
- L. DRUG FREE WORKPLACE
- M. EXTRA CHARGES NOT ALLOWED
- N. FINAL INSPECTION
- O. INDEMNIFICATION OF PROPOSAL
- P. INDEMNIFICATION
- Q. INSTALLATION
- R. LIMITATION OF LIABILITY
- S. MAINTENANCE MANUALS
- T. PRIME CONTRACTOR RESPONSIBILITIES
- U. QUANTITIES
- V. RENEWAL OF CONTRACT
- W. SUBCONTRACTS
- X. WARRANTY
- Y. WORK SITE DAMAGES
- Z. POLICY OF EQUAL EMPLOYMENT
- AA. COMMUNICATIONS
- BB. SECTION 508 COMPLIANCE
- CC. NONVISUAL ACCESS TO TECHNOLOGY
- DD. DETERMINATION OF RESPONSIBILITY
- EE. REJECTION OF PROPOSALS & WAIVER OF MINOR INFORMALITIES/IRREGULARITIES
- FF. PROTEST

## Response to RFP Section XII: Contract Administration

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.

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.

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.

### **Response to RFP Section XIII: 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)

**Whitlock has completed Appendix I and Appendix II and they can be found immediately following this page in the printed binder. In the electronic submission, they are provided as separate attachments.**

## 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 Marianas, 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>
The Mt. Olivet Group LLC	MO	Provide Subcontract labor and materials
Custom Brackets & Mounts	SB	Provide Subcontract labor and materials

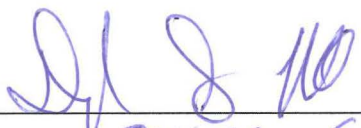
**Commitment for utilization of DSBSD SWaM Businesses:**

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: Staci Saunders  
Email: saunders@whitlock.com  
Phone: 804-325-4664  
Firm: Audio Fidelity Communications Corporation, d.b.a. Whitlock

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: DOUGLAS S. HALL  
Title: CEO  
Email: doug@whitlock.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)  
  x   Automated Clearing House (ACH)

**Invoicing and Payment Method Acknowledgement:**

Signature:   
Name Printed: Doug Hall  
Title: CEO  
Name of Firm: Audio Fidelity Communications Corporation, d.b.a. Whitlock  
Date: 11/11/16

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: Robin Marshall  
Title: Accounts Receivable Credit Lead  
Mailing address: 12820 West Creek Parkway, Suite M  
Richmond, VA 23238  
Email address: credit@whitlock.com  
Phone number: 804-273-9100  
Fax number: 804-273-9380

## Additional Information

### Corporate Overview

Whitlock is a video collaboration company that provides strategy, management, technologies and support to the world's largest and most innovative businesses. We believe face-to-face collaboration creates stronger relationships and makes way for both business and personal success.

What we give to a customer is the ability to connect, work together and share ideas with each other and the world, with a reliable video experience every time. Whitlock serves customers across the U.S. and provides multi-national solutions through the Global Presence Alliance ([www.global-presence.org](http://www.global-presence.org)).

### Our Strengths

- **History:** We have been delivering audio and video solutions since 1956, and we have long-term customer and partner relationships as a result of our high performance.
- **Certified:** Whitlock has a large contingency of certified and seasoned professionals, in traditional audio, video and control systems as well as IT, UC, Cloud and Managed Services.
- **Procurement Power:** Strong manufacturing relationships and support with all major industry leaders in audio, video and IT. This includes preferred pricing and quick front-line support.
- **Global:** If you're going global with your video collaboration solutions and standards, we are ready to deliver, with our Enterprise Team and our Global Presence Alliance (GPA). Our AV/NOC network brings unmatched global support 24/7, anywhere in the World.
- **Best Practices:** We follow best practices for project management, resource management, systems engineering, quality control and safety. And these same programs apply to our partnering relationships with other trades involved in large-scale delivery.



## Our Certifications

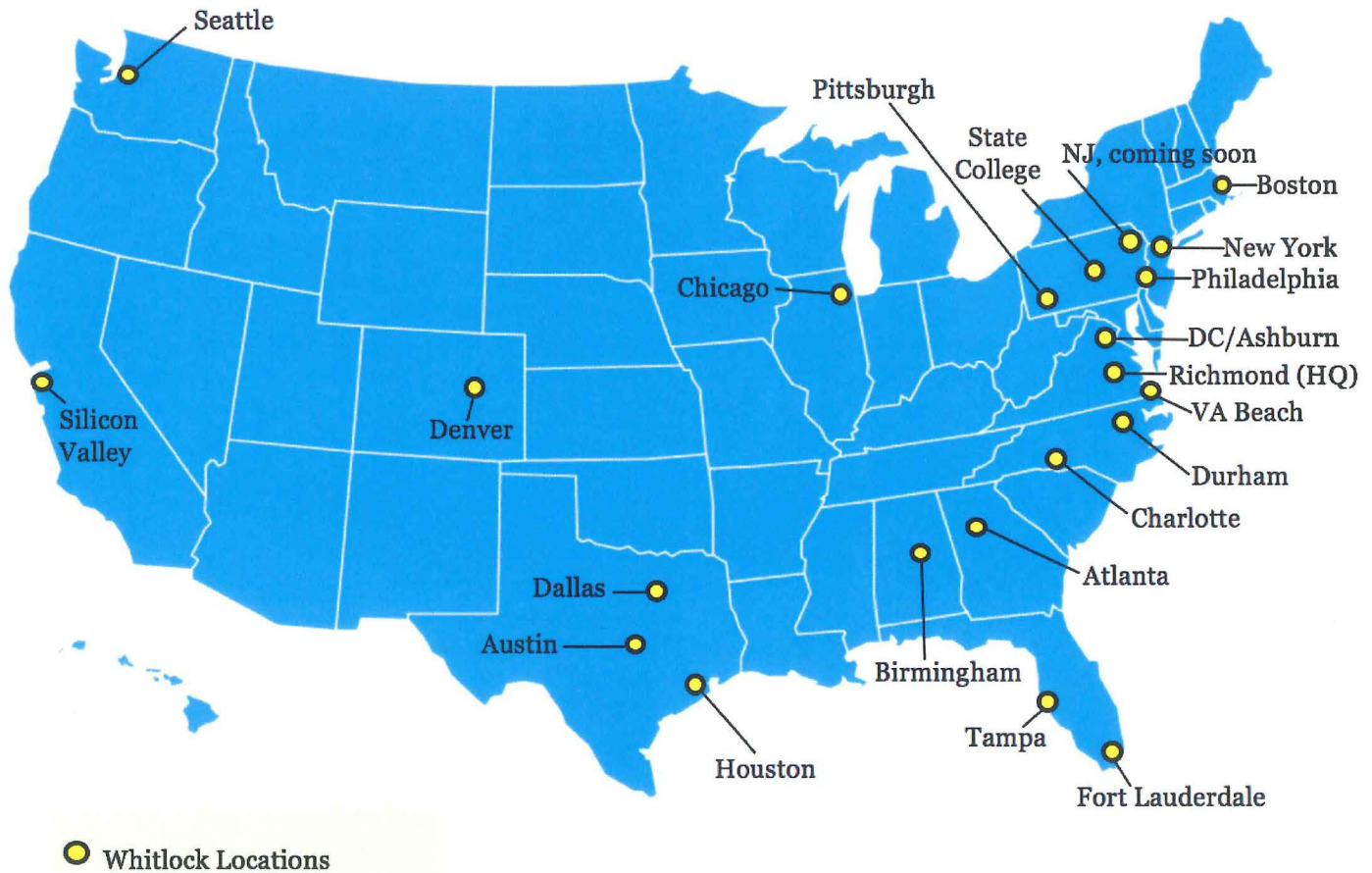
Whitlock offers unmatched AV, IT and UC industry expertise to customers. Our legacy experience with the intricacies of audio and video engineering and delivering a great experience are hard to match. *Our top partner relationships include:*

- **AMX** Platinum Plus Partner AMX: AMX Certified Programmer, AMX RMS Expert, AMX Certified Designer
- **Barco:** Top Level Dealer and Integrator
- **Biamp:** Audia, Vocia, Tesira Certified Programmer
- **Christie** Five-Star Dealer
- **ClearOne :** Premier Authorized Reseller
- **Cisco** Premier Certified Cisco Channel Partner & AV Integrator Preferred Solution Provider as part of the Cisco Developer Network (includes specializations Telepresence Video Advanced ATP, Advanced Unified Communications, Digital Media Suite, along with recognition as part of the Cisco Global Partner Network) Cisco: CCDP, CCENT, CCNA, CCDA, CCVP, Telepresence Masters AUC, Advance Collaboration Architecture
- **Crestron** Elite Partner: Master Certified Programmers, DMC-E, DMC-I, DMC-D, CCP, CMCP-S, CMCP-G, CMCP-P
- **Extron** Platinum: EAVA
- **Microsoft** Gold Communications Partner: MCSE, MCSA, Skype/Lync, Elite Surface Hub Reseller
- **NEC:** Platinum Partner and Integrator
- **Panasonic:** Premier Authorized Systems Integrator
- **Polycom** Platinum Solution Advisor & Certified Service Partner (includes specializations in Unified Communications, Telepresence RPX/OTX and ATX, along with global delivery status): CVE, RPX/TPX / OTX / ATX TelePresence Certified
- **QSC** – Premier Authorized Dealer; can purchase, integrate and service Q-Sys
- **Samsung:** Premier Partner
- Industry Certifications
  - InfoComm International®: CTS, CTS-D, CTS-I
  - VMWARE
  - ITIL Service Management
  - Project Management Institute: Certified Project Management Professionals (PMP)

## Office Locations

Whitlock has a seasoned and certified workforce spread out across the U.S. totaling more than 800 employees, and we use sophisticated resource planning and projection models to keep our teams ready for current and future work. We are accustomed to scaling up and down in different markets as needed to support a customer's need.

We currently have 21 offices with widespread, remote teams for field support.



## Our National Leadership

### *John D. Whitlock, Chairman*

John Whitlock is the Chairman and Founder of Whitlock, and he provides strategic guidance to the leadership team and top directors. John is a serial entrepreneur, having fueled some of Richmond's hottest start-ups, including Richmond.com, Whitlock eBusiness and Ironworks (now part of ICF International). John currently serves on the board for the Family Foundation and the Retail Merchants Association, and was previously active on the boards for the Bank of Richmond, Better Business Bureau, Virginia Performing Arts Foundation and the Greater Richmond Chamber of Commerce. Personal awards of achievement include the Virginia Master Entrepreneur of the Year Award by Ernst & Young, the Inc. 500 List, the Bulldog 100 List from the University of Georgia and the Richmond Venture Forum's Top 25 Entrepreneurs List. He is also very active in the Juvenile Diabetes Research Foundation (JDRF), where he helps to drive Whitlock's support on a national level to change Type One to Type None.

### *Doug Hall, Chief Executive Officer*

Doug has 30 years of experience in leadership and global business management, 20 of which have been focused on AV and video collaboration at Whitlock. He joined the company in 1995, and has served as the company's COO, CFO and now CEO for the past decade. Responsible for the overall business health and growth of Whitlock, Doug is involved in strategy, operations, sales and general oversight of the company culture and vision. Under his leadership, Whitlock has maintained a solid financial position and reputation. Before joining Whitlock, Doug was a senior manager in the entrepreneurial services group at Ernst & Young.

### *Roger Patrick, Chief Operations Officer*

Roger is a 25-year veteran in the audiovisual and video collaboration industries, with more than fifteen years in management and executive leadership. Overseeing operations and process delivery at Whitlock, Roger is ultimately responsible for providing the best customer experience possible across the business. His role includes assessing and developing strategic plans for the adoption and deployment of standards, new enterprise tools, resource allocation and best practices nationwide. Prior to joining Whitlock, Roger earned his CPA certification and served in finance, operations and managed services roles in the audiovisual industry.

### *Mark Baker, Chief Financial Officer*

As the head of the finance and accounting teams, Mark defines Whitlock's fiscal strategies and goals, and keeps the company on target for expected growth. Mark has been with Whitlock since 2000 and was named Chief Financial Officer in 2007. He oversees bonding, lending and contractual relationships, enabling Whitlock to procure, deliver and manage global enterprise solutions. With over twenty-five years of experience in financial management, Mark is a CPA and a tenured AV industry veteran. Prior to joining Whitlock, he was a senior manager at Ernst & Young in entrepreneurial services.

*Julian Phillips, Executive Vice President*

Julian joined the Whitlock executive team in 2010 and drives innovation, strategic marketing and relationship management on a global level for the company. Julian brings 30 years of leadership experience from the European IT and telecomm markets. A British national, he was previously the Managing Director of Impact in the UK. Along with Doug Hall, he was a founder of the Global Presence Alliance, the leading international consortium of AV and collaboration solution providers, and continues to serve on its board. Previously, Julian held senior level positions with Trinity Mirror, Orange and Dell. He is a board member of InfoComm International.

*John "Jack" Steinhauer, Executive Vice President*

John leads Whitlock's sales and business development initiatives, enabling solutions and support to thousands of enterprise customers across the globe. A seasoned veteran with 30 years of experience in video collaboration and broadcast, John is responsible for setting strategy, inspiring regional leaders and keeping the Whitlock pipeline full of great opportunities. He oversees Whitlock's account executives and keeps his pulse on the health of the business. His expertise includes driving complex solution sales for the commercial sector. Past positions include executive leadership with Sony, Avid and LifeSize.

*John Bailey, CTS-I, CTS-D, Vice President of Technology*

John has been an integral driving force for new technology adoption at Whitlock since 1999. He has more than twenty-five years of experience in AV and collaboration delivery, with a focus on project management, best practices, enterprise standards and innovation for national and international accounts. John is primarily responsible for Whitlock's technology portfolio and related strategic partnerships. He is an active participant in the InfoComm International Standards Steering Committee and serves as the Chair for the Global Presence Alliance Operations Committee. He was formerly a lead designer and director at Whitlock.

*Chris Jamison, Vice President, IT & Service Delivery*

Chris has more than 20 years of experience in planning, design and implementation of information technology solutions. As the Vice President of Information Technology and Service Delivery, Chris oversees the company's Business Continuity, Disaster Recovery and Systems Support for Whitlock, which includes the management of the internal core business architecture to ensure all resources are available and running optimally 24x7. Chris' other responsibilities include oversight of Whitlock's AV-NOC and Managed Services delivery teams and processes. He was formerly an IT leader with Alterra Capital, United America Insurance and Penn-America Group.

*Steve Mitchell, National Director of Enterprise Sales & Operations*

Steve has been in the audiovisual industry since 1996, with experience in branch management, enterprise account management and global technology platforms and standards. He joined Whitlock in 2002 as an account executive and now drives the company's enterprise account programs and relationships and serves as one of Whitlock's top subject matter experts for AV/IT implementations, best practices and maximizing the return on these investments. Steve works closely with other key directors in expanding and refining Whitlock's service offering to larger, global corporations with

complex procurement, customization and maintenance needs. He is also involved with Whitlock's executive team on developing improvements for external and internal design packages, models and key manufacturer partnerships. Steve has extensive expertise in best practices and process models for serving the design and construction industries in both the public and private sectors. He manages Whitlock's highest profile accounts and is a primary stakeholder in client relations and response programs.

*Wes Stewart, CTS, National Director of Technical Operations*

Wes Stewart is a seasoned collaborative technology expert with more than eighteen years of experience in the AV industry. As the National Director of Technical Operations, Wes focuses on ensuring Whitlock's national technical operations teams effectively partner to deliver a consistent customer experience to the growing enterprise customer base. He oversees training and adoption for AVIT, project management, programming and quality assurance standards across the company's national footprint. Wes also monitors and manages national workload trends and forecasts, with special attention on fulfilling requirements for Whitlock's key enterprise accounts. By providing additional oversight to Whitlock's billable resources, load sharing, recruiting needs and streamlining CAD and programming services, Wes helps the Company deliver an overall superior customer experience.

*Rich Williams, Director of Managed Services Solutions*

Rich Williams leads the operational direction and business development for Whitlock's Managed Services Group, which provides ongoing maintenance, on- and off-site staffing support, AVNOC surveillance and training to the company's growing client list worldwide. With an extensive career spanning more than 30 years, Rich has expertise in delivering business critical solutions involving telecommunications, audiovisual, videoconferencing and broadcast/production technologies. Having joined Whitlock in 2003, he has been an integral part of the company's growth in the Southwest, as well as its relationship building with clients and manufacturers nationwide. Rich spearheads the company's use of innovative technologies and processes for dispatching, project tracking, client communications and expansive managed services programs. His background includes branch management, project leadership, design engineering and support for technology-based companies and governmental entities in the U.S., and internationally. Rich was awarded an ITIL Foundation Certificate in IT Service Management from Exin in 2012.

**OurProcess**

Our goal is not to help you roll out new technology solutions and walk away. It's to transform your teams into power users of video, so they are better engaged, collaborative and successful at achieving their goals. This model shows you how we determine and deliver the right solutions.



**Enterprise Delivery Model**

- 1. Align to Customer Vision**  
Technology Roadmaps
- 2. Proactively Communicate**  
Project & Program Management Plan
- 3. Ensure Adoption**  
Utilization, ROI by Design, Training (Cloud)
- 4. Dedicated Enterprise Team**  
Experienced SMEs & Customer Centric Team
- 5. Create Standard User Experience**  
Drive Satisfaction, Efficiency & Ease of Use
- 6. Quality Assurance**  
Ongoing through Design, Pre-Staging & Implementation
- 7. Manage & Monitor**  
Blend On-Site & Remote Managed Services
- 8. Review & Refine**  
QBRs: Metrics, CSI, Adoption, Service



**OurCustomers**

*In addition to our extensive work in Higher Ed, Whitlock has a great performance record in serving the leading corporate / technology companies.*



## Corporate Information

<b>Legal Business Name:</b>	Audio Fidelity Communications Corporation
<b>DBA Name:</b>	Whitlock
<b>Type of Business:</b>	Corporation
<b>Incorporation Date:</b>	January 3, 1956 in Virginia
<b>Officers/Owners:</b>	<b>John Whitlock</b> , Chairman (majority owner); <b>Doug Hall</b> , CEO <b>Roger Patrick</b> , COO; <b>Mark Baker</b> , CFO
<b>Under Current Mgmt:</b>	Since 1991
<b>Federal Tax ID#:</b>	54-0617014
<b>DUNS® Number:</b>	02-389-2201
<b>NAICS Code:</b>	334118
<b>CSI Codes:</b>	274000, 115200
<b>Bank Reference &amp; Information:</b>	
Wells Fargo Bank, N.A.	Contact: Christine Daniels, Senior Vice President
1021 East Cary Street, 7th Floor	Phone: (804) 697-6824
Two James Center	Contact: Wendy Wallen, Relationship Specialist
Richmond, VA 23219	Phone: (804) 697-7577
Line of credit: \$35 Million	Amount Available: \$12 Million

## Safety Record

Year	Incident Rate	Lost Time Rate	Man-hours Worked
2015	0.92	0.46	1,726,213
2014	0.92	0.55	1,461,962
2013	1.06	1.00	1,393,402

## Whitlock Safety Program Information

Whitlock has a long history of a safety first culture and over the years, we have maintained low incident rates with no OSHA violations. Our employees are provided with our Safety Manual and orientation/training program upon employment and are constantly monitored by management to ensure our safety culture is maintained. We ensure our employees meet or exceed OSHA requirements for PPE (Personal Protective Equipment) and general safe work practices while on client's sites. Here are some key points of our safety program.

- **OSHA compliant Whitlock Safety Manual**
- **Safety Orientation Program & Safe Work Practices**

- **Weekly Safety Meetings (Toolbox/Tailgate Meetings)**
- **OSHA 10 & 30 Hour Construction Safety Certification**
- **Safety Communications**
- **ISNetworld - Data collection Service & Avetta (formerly PICS)**
- **Incident / OSHA Reporting**






Worker's Compensation Experience Modification Rate (EMR) as of the three most recent years:

- **2016: 0.73**
- **2015: 0.92**
- **2014: 0.92**

Total Recordable Incident Rate (TRIR) of the three most recent years:

- **2015: 0.81**
- **2014: 1.37**
- **2013: 1.58**

## Our Services

				
<p><b>Strategy</b></p>	<p><b>Enterprise Management</b></p>	<p><b>Interactive Environments</b></p>	<p><b>Cloud</b></p>	<p><b>Global Support</b></p>
<p>Vision Alignment Infrastructure Innovation Roadmap Consulting</p>	<p>Building Automation Adoption Standard User Experience Business Intelligence Unified Communications</p>	<p>Video Meeting Rooms Collaborative Spaces Experience Centers Customer Engagement</p>	<p>Video Collaboration as a Service (VCaaS) Virtual Meeting Rooms Virtual Infrastructure (MCU's) Streaming in the Cloud Remote Management</p>	<p>Service Agreements Onsite Support Remote Support (AVNOC) Asset Monitoring Field Support</p>

## Strategic Consulting



Whitlock advises on integration, architectural constraints and workflow issues for collaboration systems on a national and global level. We share insight on new technologies, and how they match up with a customer's environment and goals, and this includes reviewing and planning for end of life and ROI.

## Enterprise Management



Whitlock can help you manage your video collaboration technologies in one building, one campus, or all of your locations globally. We assist with setting standards, integrating systems, and managing all of your video assets with powerful solutions like Crestron Fusion.

### *Our Microsoft UC Solutions*

As a Microsoft Surface Hub launch partner, a Microsoft Gold Communications partner, and an industry leader in videoconferencing, content and controls, Whitlock is well positioned to help you create and realize your Unified Communications strategy. We help customers with technology roadmaps as well as UC (Skype/Lync) implementations for desktops, devices and meeting rooms. In addition to planning and deployment services, we offer ongoing management for Skype/Lync, Sharepoint and Office 365 implementations.

Here is an overview of our Skype for Business and Surface Hub Solutions:

**SKYPE-deploy:** Whitlock can help you plan, deploy and manage Skype for Business across the enterprise, including your desktops and legacy technology endpoints.

**HUB-consult:** Whitlock experts advise on workflow, design, infrastructure and integration for smart, well-planned implementations.

**HUB-connect:** Our certified Microsoft engineers are also specialists on other audio, video and UC technologies across the enterprise. We'll get you connected fast and resolve issues up front for multi-location, multi-endpoint and cloud solutions.

**HUB-care:** Whitlock offers 24/7 global support for all of our video collaboration services, including the Hub. We provide onsite, remote and break/fix services to customers.

**HUB-learn:** We focus on smart rooms and a smart workforce to help customers achieve success. Engage our team to train your end users with in-person or cloud-based solutions to ensure long-term, effective adoption of the Surface Hub.

## Interactive Environments



Whitlock offers face-to-face collaboration solutions for small groups or large auditoriums, from virtual hives to retail stores. This includes full design, integration and support for the following environments:

- Video Meeting Solutions (Device, Desktop, Room, Cloud)
- Collaborative Spaces (Auditoriums, Classrooms, Visualization Spaces)
- Experience Centers (Immersive Environments, Labs, Theaters)
- Customer Engagement (Lobbies, Retail Stores, Corporate Communications)

## Cloud Solutions



Whitlock offers a range of hosted and managed videoconferencing services for those customers who prefer the benefits of high quality video meetings and collaboration without having to invest in physical infrastructure and specialist technicians to provide support. Whitlock has combined its knowledge and strength with best of breed network service providers for innovative, high quality and affordable solutions which can be deployed quickly and seamlessly with the peace of mind that Whitlock is there providing oversight and support.

### *V-Concert*

v-Concert is a cloud-based suite of video collaboration and management services that deliver flexible, scalable, quick to deploy and easy to use platforms without big infrastructure investments. v-Concert enables video meetings that can interoperate with any legacy system, and participants can join from any device, anywhere. This offering includes End Point Subscriptions, Virtual Meeting Room Subscriptions, Video Collaboration as a Service (VCaaS) and Personal Video Accounts (PVA's).

### *v-Presence*

v-Presence provides virtual solutions for videoconferencing with high performance, rapid deployment, resilience, global reach and flexible pricing. Similar to v-Concert, v-Presence brings you a powerful

alternative to big infrastructure investments. v-Presence is a great solution for customers who want to pursue a hybrid solution or integrate with on-prem systems.

*v-Scheduler*

Whitlock's v-Scheduler is a cost-effective, time saving, all-in-one scheduling solution that enables organizations to set up every aspect of a meeting or videoconference from any device. But this includes much more than just meeting rooms and meeting times, you can book room configurations, reserve technology support, order the catering, or handle any related service around your meeting as well. Plus, v-Schedule integrates with any videoconferencing system, from legacy to the Cloud.

*v-CloudStream*

If your company shares live or recorded video streams with global teams, Whitlock offers v-CloudStream, a powerful enterprise-class solution accessible through the Cloud. With v-CloudStream, live or on-demand content can be published around the world to any connected device. This solution helps you manage the consistency, security and reliability of your video programs with extensive analytics and reporting to learn about success in real time.

**GlobalSupport**



Whitlock delivers global support to customers with our national team of experts, combined with support from the Global Presence Alliance (GPA). The GPA comprises a select group of leading audio, video, UC and managed services solution providers worldwide, who have joined together to reduce costs, improve efficiency and enhance communication for joint customers.

The GPA provides a sole-source solutions approach and offers global pricing support as well as greater simplicity through a consolidated service operation. [www.global-presence.org](http://www.global-presence.org)

Whitlock's global customers that use the GPA benefit from:

- Global project management with local experts and delivery teams
- Standardization of solutions, processes & support
- Global procurement and pricing support with leading manufacturers worldwide
- Sharing of innovation & best practices

*Our Service Design Methodology*

We follow an ITIL v3 approach to designing commercially available AV services that reside in our own service catalog and when consulting with our customers to assist in developing their own IT/AV Shared Services strategy. We find most of our customers today are ardently seeking a more rationalized approach to delivering AV-as-a-Service (AVaaS). At the same time they share the need to support legacy AV/VC systems in their environment. Whitlock provides years of experience and



commitment to the task of designing measurable, fit-for-purpose services that focus on the end-user experience.

*Whitlock's AVNOC Operations*

The hub of our Managed Services Operation is our AV NOC located in Dallas, TX. The AV NOC is manned by service coordinators and technical personnel equipped with the skills, training and tools to provide 24/7 service and support for both AV and video teleconference systems. Whitlock manages a nationwide AV field service operation with certified field service technicians located throughout the U.S. We offer remote monitoring and management of all audio, video and UC systems and assets.

*Services directly provisioned and supported out of our AVNOC include:*

- On-Site Services: Full time Operational & Maintenance Support
- Field Service Operations: Dispatched Corrective & Preventive Maintenance Services & Event Support
- Core Services: Extended HW/SW Warranties with Service Desk Support
- Cloud Services: Remote Monitoring 24/7, Virtual Infrastructure, Streaming Solutions
- Virtualized Services: Video Infrastructure Solutions from Pexip, Polycom & Cisco, Enterprise Scheduling Solutions, Full Suite of Microsoft Solutions
- Professional Services: UC Consulting, Infrastructure Integration, Network Path Assessments

Additional Information

**Our Mission, Vision & Founding Principles**

Whitlock's Vision, Mission and Founding Principles drive what we do, inspire our actions and help us to stay in sync with each other and our customers.

**Vision.**

To be #1 by putting our Customers first.

**Mission.**

To retain, acquire and develop mutually rewarding Customer partnerships and the most respected workforce in the industry.

We will accomplish this by delivering innovative visual communication solutions, consistency and superior value. Our teams will be devoted to the Whitlock culture, the Customer experience and increasing Shareholder value.



Understand > Promise > Deliver > Trust



**Customer Centric**

- Aligning with Customer Vision & Goals
- Using Consistent Enterprise Teams & Standards
- Delivering Technology Adoption Services
- Measuring & Rewarding Positive Outcomes



**High Performance**

- Maintaining Financial Performance & Stability
- Benchmarking & Developing Employees
- Reinforcing our Culture
- Maintaining Elite Manufacturer Status
- Growing Market Share



**Transformational Change**

- Setting Benchmarks for Operational Excellence
- Implementing Scalable Sales & Delivery Models
- Driving Accountability & Continuous Change
- Automating our Business Processes with Technology

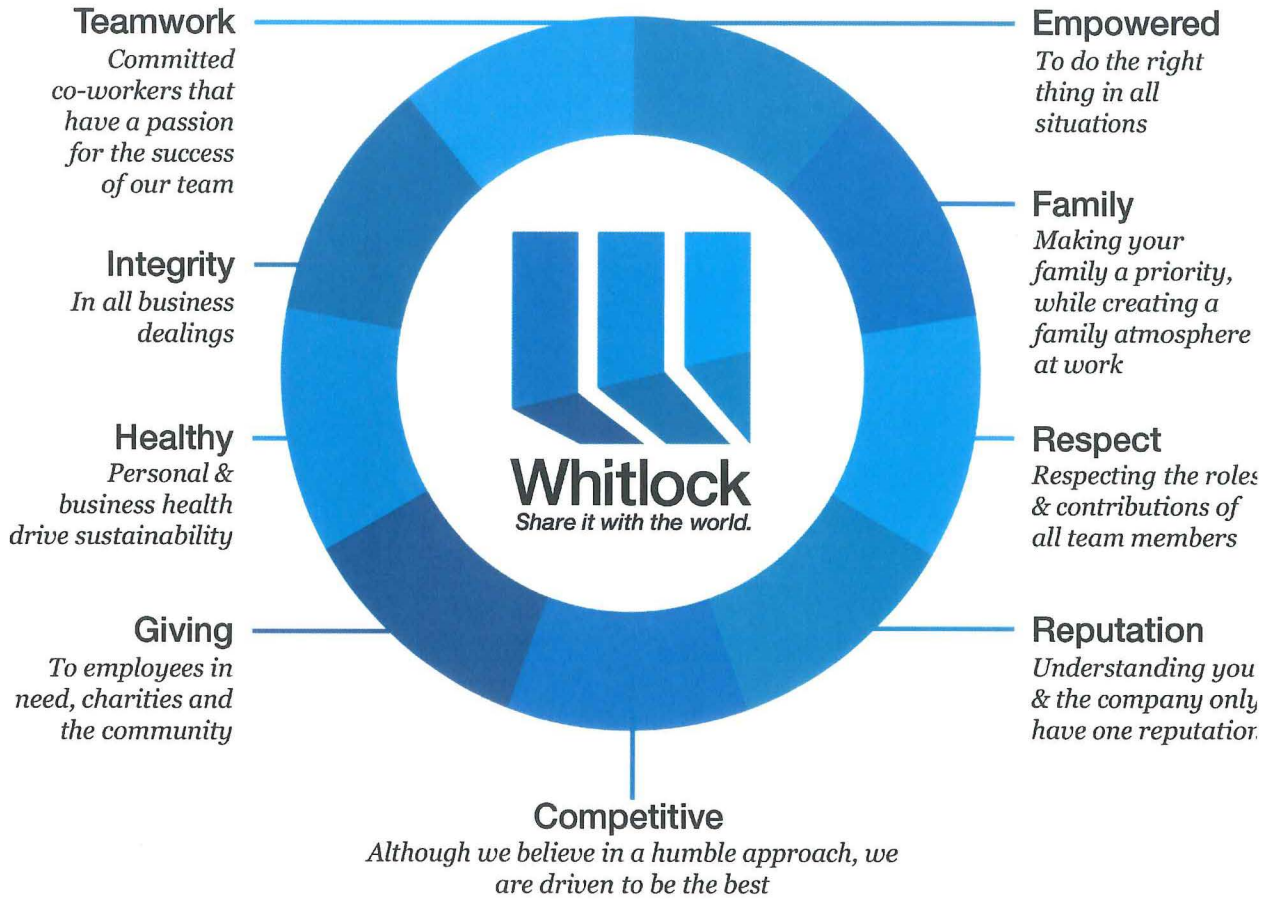


**Service Orientation**

- Optimizing Local, National & Global Delivery Models
- Focusing on Project Management Principles
- Building an Extensive Service Catalog
- Focusing on Quality Assurance



## Our Founding Principles



### CustomerCommitment

We are committed to 100% customer satisfaction and expect our services to have a direct and ongoing impact on your organization. Please let us know if there is any other information we can provide to show our commitment to the success of VASCUPP.



# Technology Adoption Services (TAS)

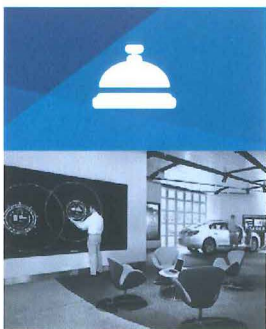
OPTIMIZE UTILIZATION & ROI OF YOUR VIDEO COLLABORATION SYSTEMS

Enable  
your  
collaboration  
culture.



**WHITLOCK KNOWS THE IMPORTANCE OF MAXIMIZING THE VALUE** of your technology investments. Once a new technology is implemented, it is equally as important to ensure that these systems get put to use to improve efficiency, collaboration and ROI. Whitlock provides expansive Technology Adoption Services (TAS) to help each customer achieve a world-class end user experience and meet important business goals.

We offer On-Demand Training Videos, Premium On-Site Training, User-Guides, Crestron Fusion Consultation, and Roadmap Assessments – all to help you see real improvements in your teaming environment, and your bottom line.



## On-Demand Training

- Customized video tutorials by room type
- Easy access by QR code or URL on any device, any time
- Quick-Start Room Signage or Touch Panel Access
- 12, 24, or 36 month subscription options (Includes continued hosting, usage metrics, minor edits & revisions, quarterly adoption reporting)



## Premium On-Site Training

- Dedicated Technology Adoption Specialist assigned to the account
- Evaluation of the customer's business processes to assist in the development of training curriculums which will promote the most efficient and relevant use of technology
- Comprehensive training modules by room type (max 15 participants)
- Training guides, with easy question and answer sections
- CSAT Surveys for ongoing improvement



## User-Guides & Operations Runbooks

- High-quality user documentation on system operations and best practices
- Technical troubleshooting procedures and checklists
- Advanced system control instructions



## Crestron Fusion Consultations

- Dedicated Fusion SME
- Gap analysis of customer's business objectives & processes
- Insight and metrics on which Fusion services will achieve customer objectives, alleviate pain points and increase efficiencies



## Road Map Assessments

- Assessment and benchmarking of the customer's current Unified Communications (UC) capabilities against future state goals
- Analysis of current UC vendor solutions to help facilitate decisions on solution refreshes, capability extensions and optimized technologies
- Gap analysis of actual versus desired performance with steps to achieve the desired outcomes and objectives
- Development of a high-level roadmap and strategic plan of recommended improvements over a 6 to 18 month period



To view a sample of our online training, please go to [www.tinyurl.com/whitlock1](http://www.tinyurl.com/whitlock1) or launch with the QR code.

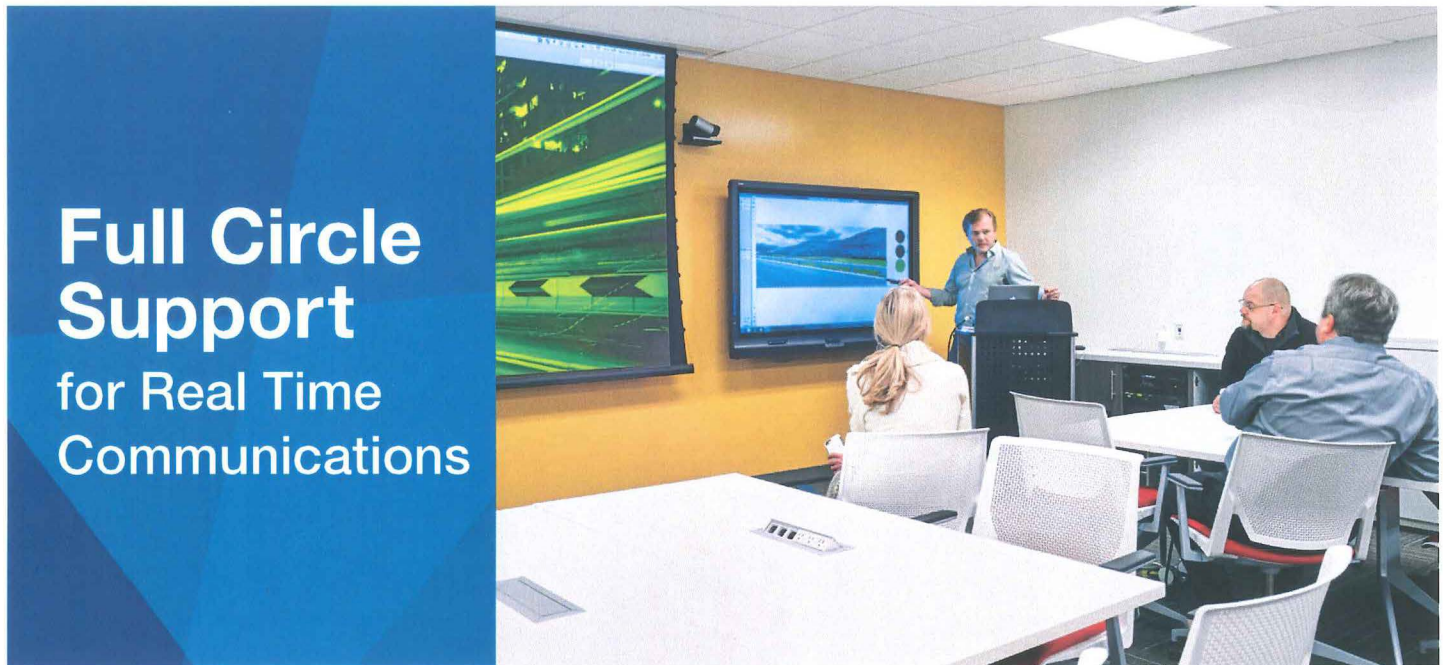
| [whitlock.com](http://whitlock.com)





# Service Level Agreements

PRIORITY SERVICE PLANS FOR PROACTIVE ACTIONS AND PREVENTATIVE MAINTENANCE



## Full Circle Support for Real Time Communications

**WHITLOCK OFFERS PRIORITY SERVICE PLANS (PSP)**, which are comprehensive service level agreements that include routine preventive maintenance services and emergency call out support with guaranteed response times. Our Priority Service Plans are designed to be customized to meet our customer's specific service level requirements and may include features such as 24x7 on-call support, spare parts provisioning and management, scheduled event support and more. We deliver these services through Whitlock managed resources in the U.S. and through our Global Presence Alliance (GPA) partners worldwide.

### Standard features our Priority Service Plan include:

- Preventive maintenance checks and services (PMCS)
- Dedicated service coordinators that provide personalized support for dispatch, parts procurement, RMA processing and service coordination
- Technical support from our service desk specialist located at our AV/NOC facility
- Guaranteed 2 hour phone response and 24 hour (NBD) emergency on-site response
- Detailed repair history logs on covered equipment
- Cost plus 15% on parts and out-of-warranty equipment repairs
- No charge for transportation of equipment to and from your facility as required to effect in-shop repair of covered equipment
- No charge for the installation of firmware and software upgrades to covered equipment
- Asset inventory management
- Software revision management
- Consultation on system upgrades
- No charge for labor on equipment repairs performed on-site and in Whitlock Depot Facilities

For service and support call 1866WHITLOCK (944-8562) or you may open a service request at [whitlock.com/support-request](http://whitlock.com/support-request).



# Onsite Support Services

TRAINED AND CERTIFIED PROFESSIONALS TO AUGMENT YOUR IN-HOUSE TEAM.

Your In-House,  
On-Demand  
Expert



**WHITLOCK ON-SITE SERVICES (OSS)** provides full-time technical resources deployed to the customer’s facility to provide day to day operational and maintenance support for audiovisual and videoconferencing systems. The level of support required by the customer defines the skill level and quantity of deployed resources to be provided by Whitlock.

## Whitlock can provide the following support personnel:



- Level 1 or Level 2 technicians for in-room support and maintenance
- Video teleconferencing specialists that focus on bridge operations and infrastructure
- Site supervisors who oversee all onsite support and staff for a customer
- Service coordinators provide daily support to our deployed technician base

All Whitlock technicians are fulltime employees directly managed by an assigned Service Delivery Manager (SDM). We promote career development and growth in our employees through periodic reviews, skill level assessments and on-going training. We can directly deploy new resources into your environment, or acquire and manage existing resources.

## Typical services include:



- Day-to-Day End-User Support
- Live Event Support
- Preventive Maintenance Checks & Services (PMCS)
- Tier 1/Tier 2 Maintenance Support
- Video Teleconference Call Management
- Broadcast Facility Operations



# Remote Support Services

GET YOUR MEETING BACK ON TRACK WITH A QUICK SUPPORT CALL TO OUR AV/NOC.

Click or Dial  
for Quick  
Support



## WHITLOCK'S AV NOC OPERATIONS

The hub of our Managed Services Operation is our AV NOC located in Dallas, TX. The AV NOC is manned by service coordinators and technical personnel equipped with the skills, training and tools to provide 24/7 service and support for both audiovisual and video teleconference systems. Whitlock manages a nationwide audiovisual field service operation with trained and certified field service technicians located throughout the U.S.

## Services directly provisioned and supported out of our AVNOC include:

- Remote Monitoring & Management of Audio, Video & UC Systems/Assets
- Incident Management
- Technical Support (Onsite or Offsite)
- Field Service Dispatching
- Service Coordination
- RMA Processing & Tracking
- HW/SW Warranty Management & Support (Core Services)
- 24/7 Availability



### Service Coordination

Service requests received in our AVNOC are managed start to finish by our service coordinators, from parts ordering and RMA processing to helpdesk support and field service dispatching. We have both Regional Service Coordinators (RSC) and Enterprise Service Coordinators (ESC) depending on the size and scope of the account.



# Core Support Services

OUR EXPERTS CAN MANAGE WARRANTIES, AND ADVISE ON REPLACEMENTS & ROADMAPS.

## Outsource Warranty Management for Critical Technologies



**WHITLOCK OFFERS CORE SERVICES DESIGNED TO TRACK AND MANAGE** renewable warranties for critical components in the customer’s AV and VTC estate. We are authorized to provide direct service desk and field support for all the major videoconferencing systems, which includes manufacturer extended warranty programs. Whitlock delivers these core services with our own certified engineers from our AVNOC.

MANUFACTURER	HARDWARE REPLACEMENT	SOFTWARE SUPPORT	HELP DESK SUPPORT	TECHNOLOGY
CISCO	8x5xNBD	Major and Minor	Yes	VTC
POLYCOM	8x5xNBD	Major and Minor	Yes	VTC
LIFESIZE	8x5xNBD	Major and Minor	Yes	VTC
JUPITER SYSTEMS	8x5xNBD	Major and Minor	Yes	Display
HAIVISION	8x5xNBD	Major and Minor	Yes	Digital signage
PLANAR	Upon receipt of defective	N/A	Yes	Display
BARCO	8x5NBD w/Sat Delivery	Major and Minor	Yes	Display
Avid	8x5xNBD	Major and Minor	Yes	Broadcast switching
Axis	8x5xNBD	Major and Minor	Yes	Broadcast video
Broadcast PIX	8x5xNBD	Major and Minor	Yes	Streaming
DT Research	8x5xNBD	Major and Minor	Yes	Digital signage
Optibase	8x5xNBD	Major and Minor	Yes	Broadcast video
Ross	8x5xNBD	Major and Minor	Yes	Video switching
Sonic Foundry	8x5xNBD	Major and Minor	Yes	Media streaming/recording
Vista Systems	8x5xNBD	Major and Minor	Yes	Streaming
Symon (RMG Networks)	8x5xNBD	Major and Minor	Yes	Digital signage
Vbrick	8x5xNBD	Major and Minor	Yes	Streaming
Vidyo	8x5xNBD	Major and Minor	Yes	VTC
Visix	8x5xNBD	Major and Minor	Yes	Digital signage
X20	8x5xNBD	Major and Minor	Yes	Digital signage





# Field Support Services

OUR TEAMS COME TO YOU TO SUPPORT IMPORTANT EVENTS OR UNEXPECTED ISSUES

**Teams  
Available for  
Your Prime  
Support Times**



**WHITLOCK MANAGES A NATIONWIDE FIELD SERVICE OPERATION** out of our AVNOC in Dallas, TX. We have trained and certified field service technicians located throughout the U.S. and worldwide through the Global Presence Alliance (GPA). Our services are available on a T&M basis or through a service level agreement we call the Priority Service Plan (PSP).

For support outside the US, we leverage the operations of our GPA partners around the world. Or, we will also work directly with our customer's preferred local partner in-country. A global field service and support agreement typically carries the same set of SLA requirements for all locations with Whitlock named as the prime responsible party.

## **Typical Field Support Services** include:

- Preventative Maintenance
- Corrective Maintenance
- Live Event Support
- Training
- Service Level Agreements
- T&M
- Global Service Delivery Capability

Service engagement is typically direct with the local partner to streamline the support process. Local partners provide ticketing information and updates to Whitlock's Enterprise Service Coordinator where the service history is consolidated and made available to the customer's global and regional management teams. Trends and service history are reviewed with the customer on a quarterly basis.

For structured support with guaranteed SLA's, we offer our Priority Service Plan (PSP). The PSP can be customized to meet your service requirements and typically addresses on-site response time, extended warranty entitlements, critical spares provisioning and contingency funds for non-warranty equipment repairs and consumable parts provisioning. A detailed inventory of the AV and VC assets are documented and referenced to the service agreement and inventory control is included to aid in proper asset management.

January 18, 2017

Virginia Commonwealth University  
Attention: Jackie Colbert  
912 W Grace St, 5th floor  
Richmond, Virginia 23284-0327

Re: Negotiation Questions for RFP#7058821JC, VASCUPP AV Term Contracts

Dear Jackie:

Thank you again for giving Whitlock the opportunity to provide a response to the VASCUPP Audio Visual Term Contracts RFP #7058821JC. We have received the list of questions you submitted to us on January 10th and have taken great care to respond in detail to each item provided. We would welcome the chance to review any items from our proposal with you if you have any other questions.

**Questions Submitted by the Evaluation Committee 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**

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**

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

4. Proposed Pricing:

- a. Most but not all of the product discounts proposed are as deep as the discounts on the current contract, and some proposed discounts are the same as the discounts on the VITA contract that your company has.
- 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?

**We performed an extensive review of all proposed product discounts as provided in our original response to this RFP. Because Whitlock has a significant amount invested in our long history of serving VCU and other VASCUPP members, we worked very hard to identify increased product discounts. Whitlock is pleased to announce that our enclosed updated pricing reflects discounts that are at least 2% deeper than our VITA pricing, except for Sharp. Since the date of our pricing response for VITA, Sharp has significantly changed their pricing structure to reflect more of a consumer pricing model, so our costs now reflect a much lower discount from list price. Please see our enclosed pricing schedule.**

- 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 and at a minimum 2.0% less than the VITA contract with your firm since the VITA surcharge does not apply to a VASCUPP contract.

**We have submitted a revised price list with this response.**

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. **Yes, any boiler plate terms and conditions on quotes for individual AV purchases do not apply and the terms and conditions of the RFP govern the contract.**

Please let me know if you require any additional information to evaluate our response. I would welcome the opportunity to meet with you and discuss any aspect of our proposal in support of this VASCUPP contract.

Best regards,



**Doug Hall**  
CEO