Request for Proposal # 0057961

For

Audio-Visual Design Services and Deployment of Technology for Virginia Tech Research Center

September 18, 2018

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Reed Nagel
Team Lead for Facilities Support, Phone: (540) 231-5240 e-mail: nagelr@vt.edu

DUE DATE: Proposals will be received until October 10, 2018 at 3:00 PM. Failure to submit proposals
 to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State
University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300
Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in
the lower left corner of the return envelope or package.

Please note that USPS is delivered to a central location and is not delivered directly to Procurement.
Allow extra time if sending proposal via USPS. It is the vendor’s responsibility to ensure proposals are
received in the Procurement office at the appropriate date and time for consideration.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on September 27, 2018
at 2:00pm at the Virginia Tech Research Center, 2nd Floor, 900 Glebe Road, Arlington, Virginia. See
section VIII, Mandatory Pre-proposal Conference, for additional information.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by
the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification
number: ___________. For assistance with SWaM certification, visit the SBSD website at

___ Large

___ Small business – 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. Commonwealth of Virginia Department of Small
Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business
shall also be considered small business when they have received SBSD small business
certification.

___ Women-owned business – A business concern that is at least 51% 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% of the equity ownership
interest is owned by one or more women who are citizens of the United States or non-citizens
who are in full compliance with the United States immigration law, and both the management
and daily business operations are controlled by one or more women who are U. S. citizens or
legal resident aliens.

___ Minority-owned business – A business concern that is at least 51% owned by one or more
minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation,
partnership, or limited liability company or other entity, at least 51% of the equity ownership
interest in the corporation, partnership, or limited liability company or other entity is owned by
one or more minority individuals and both the management and daily business operations are
controlled by one or more minority individuals.
INFORMATION/SIGNATURE: In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and mutually agreed upon by subsequent negotiation.

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I acknowledge that I have received the following addendums posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES____________ NO____________

SIGNATURE _______________________________ Date: ___________________________

Revised 01/01/2018
I. **PURPOSE:**

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for Audio-Visual Design Services and Deployment of Technology for the Virginia Tech Research Center in Arlington, Virginia (VTRC-A). The university is seeking an experienced vendor to design, engineer, and install the audio visual system in coordination with a complete renovation of the sixth floor of the VTRC-A. The turn-key contract will be issued by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. **SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:**

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

III. **BACKGROUND:**

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university’s main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Virginia Tech Research Center, Arlington (VTRC-A), the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth’s most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly $513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

The VTRC-A opened in 2011 and serves as the flagship of Virginia Tech’s research activities in the National Capital Region. The building is equipped with state-of-the-art research network connectivity, computational facilities, and audio-visual equipment to facilitate collaboration with stakeholders in Blacksburg and university partners throughout the world.

The sixth floor, previously leased to a university partner, is undergoing a major renovation. The new occupants will include Virginia Tech’s Advancement team, School of Public and International Affairs (SPIA), Hume Center for National Security and Technology, and a university partner.

The University’s design partner for the renovation of the VTRC-A, Cooper Carry Architects (Alexandria), will be serving as a consultant on this project and will be providing advisory expertise throughout this procurement.

IV. **EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:**

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the
procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at [http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm](http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm) and register both with eVA and Ariba. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: [http://www.eva.virginia.gov](http://www.eva.virginia.gov), or call 866-289-7367 or 804-371-2525.

V. **STATEMENT OF NEEDS:**

An experienced vendor is needed to determine the appropriate selection and placement of cameras, monitors, microphones, source inputs, and other AV technology throughout the sixth floor. In addition to these design services, turnkey installation of new equipment is needed in thirteen separate locations on the sixth floor, each with differing needs. The awarded proposer will work in collaboration with the design partner of the University (Cooper Carry) to ensure all electrical specifications are included in the final construction documents for the renovation.

The resulting AV systems should well-represent the high technology brand of Virginia Tech, with flexible solutions focused on ease-of-use, remote collaboration, and remote management capabilities.

The solution should emphasize the role of audio-visual technologies in the classrooms. These rooms will serve as distance learning rooms, supporting graduate courses between remote sites in Blacksburg and Richmond.

The awarded contractor will work collaboratively with university stakeholders and its design firm, Cooper Carry, overseeing the renovation plans. The collaborative design work will ensure necessary conduit, electrical service, core drills, low voltage cabling, and other requirements are incorporated into the final construction documents for the sixth floor renovation.

The AV solution will be installed and delivered with as-built CAD drawings, programming code, overlays, and hardware documentation. A one-year parts and labor warranty on installed equipment is preferred.

**A. Base Level AV Requirements - All classroom, conference room, and lab audio-visual systems will have the following base requirements:**

1. Each classroom and large conference room should include AV management technology consistent with the technology already in use within the VTRC-A. The existing AV management technology at the VTRC-A includes Crestron and Cyviz technologies.
2. The in-room interface of the AV systems should be facilitated by touch screens, including the capability of routing sources and content, microphone and speaker controls, using video collaboration services (if so equipped), and any other AV features.

3. The user experience for all rooms should be consistent, with similar user interfaces for each room.

4. Sources available for display should include HDMI, VGA (with audio), and wireless technologies for macOS, Windows, iOS, and Android. Inputs should be installed at the appropriate locations.

5. Each room should have audio capabilities appropriate for the size of the room.

6. Rooms equipped with microphone systems should include the appropriate DSP technology to mitigate feedback and echo cancellation.

7. Information Technology security best practices should be followed in the design and configuration of this equipment. Equipment requiring network connectivity will be connected to a separate AV VLAN.

B. SPIA Classroom/Computer Lab – Room 605 – The SPIA 20-seat instructional computer lab will also serve as a classroom, used for teaching students locally and via distance learning technologies. From an instructor workstation at the front of the room, the instructor will manage all features of the AV technology. The instructor and student computers will be provided by the university and should not be included in this proposal.

1. The video conference technologies should support a wide range of web conference technologies, including Zoom, WebEx, Skype, etc.

2. The room should also have the capability to stream via RTSP services.

3. The instructor workstation should include a confidence monitor.

4. A minimum of two wall monitors should be installed at the front of the room.

5. The room should support two cameras a PTZ camera for the instructor and a PTZ or wide-angle camera for the classroom.

6. The presenter/instructor should have the choice of using a wired microphone or a wireless lavallier.

7. A microphone solution should be available for student participation.

8. Whiteboard content should be a source for collaboration to remote sites.

C. Office/Huddle Room – Room 621

1. AV management technology/touch screen is not required, however, options are requested to facilitate video collaboration.

2. A separate VoIP speakerphone will be provided by the university.

D. Hume Conference Room - Room 631 – The Hume Conference Room will have a twelve seat conference room table, with nine side seats.
1. The video conference technologies should support a wide range of web conference technologies, including Zoom, WebEx, Skype, etc.

2. The room should also have the capability to stream via RTSP services.

3. Two monitors should be installed on the north wall.

4. Tabletop or ceiling microphones are acceptable.

5. The room should support one camera.

6. The room touch screen should be accessible from the center conference table.

**E. Shared Conference Room – Room 641 – The Shared Conference Room will have a twelve seat conference room table, with nine side seats.**

1. The video conference technologies should support a wide range of web conference technologies, including Zoom, WebEx, Skype, etc.

2. The room should also have the capability to stream via RTSP services.

3. A minimum of two monitors should be installed at the front of the room.

4. Tabletop or ceiling microphones are acceptable.

5. The room should support one camera.

6. The room touch screen should be accessible from the center conference table.

**F. SPIA Classroom – Room 652 – The SPIA Classroom is a thirty seat classroom with tables arranged in a rectangular seminar style. One of the tables will be designated as the instructor’s workstation.**

1. The video conference technologies should support a wide range of web conference technologies, including Zoom, WebEx, Skype, etc.

2. The room should also have the capability to stream via RTSP services.

3. The instructor workstation should include a confidence monitor.

4. The room should support two cameras: PTZ camera for the instructor and the PTZ or wide-angle camera for the classroom.

5. The presenter/instructor should have a wireless lavalier microphone.

6. A microphone solution should be available for student participation.

7. Whiteboard content should be a source for collaboration to remote sites.

**G. SPIA Classroom – Room 653 – The SPIA Classroom (653) is a twenty-six seat classrooms with tables arranged in a seminar style with the tables arranged in a rectangle. One of the tables will be designated as the instructor’s workstation.**
1. The video conference technologies should support a wide range of web conference technologies, including Zoom, WebEx, Skype, etc.

2. The room should also have the capability to stream via RTSP services.

3. The instructor workstation should include a confidence monitor.

4. The room should support two cameras. A PTZ camera for the instructor and the PTZ or wide-angle camera for the classroom.

5. The presenter/instructor should have a wireless lavalier microphone.

6. A microphone solution should be available for student participation.

7. Whiteboard content should be a source for collaboration to remote sites.

H. Reception/Lounge Area – Room 601.

1. The reception / lounge requires two hospitality displays for sharing SPIA content and classroom schedules. An Intel NUC or other computer will be mounted behind the monitors

I. Hume Open Office – Room 630

1. The Hume Open Office requires a large display for viewing content provided by VGA, HDMI, and wireless interface technologies.

J. Hume Lab – Room 632

1. The lab requires a large display for viewing content provided by VGA, HDMI, and wireless interface technologies

K. Advancement offices – Rooms 634, 635, 636A and 636B

1. The Advancement team is seeking options for video collaboration tools

VI. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

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

1. Overview of the products that will be utilized, showing the quality and usability of the proposed products.

2. Overview the depth of experience your firm has with similar type of projects. Provide a list of three references for similar installations performed in the last three years with the name of your customer, contact name, title, address and phone number.

3. Details of the methodology your firm would utilize to successfully deploy the design services and the installation and deployment of the technology that is being proposed as outlined in Section VI, Statement of Needs.
4. Provide product cut sheets and technical data for any technology proposed.

5. Explanation of warranty and training that will be provided.

6. Pricing proposals should provide for a complete turnkey installation including pricing for the design services, installation of all technology necessary to provide finished and fully operational systems. Include in your pricing proposal all cost factors including travel, hourly rates or any additional costs that are not specifically identified in this RFP.

7. Any utilization of Small, Women-owned and Minority-owned Business (SWAM) Businesses for this project:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at http://www.sbsd.virginia.gov/

8. The return of the General Information Form and addenda, if any, signed and filled out as required.

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

   a. **One (1) original** of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.

   b. **One (1) electronic copy** in WORD format or searchable PDF (*flash drive*) of the entire proposal **as one document**, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 2.e. below.

   c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked “Redacted Copy” on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061
Reference the Due Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech 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 Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

c. 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 where the RFP requirements are specifically addressed.

d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech 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, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. 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 of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these
presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

VII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

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<td>1. Quality of products/services offered and suitability for the intended purposes</td>
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<td>2. Qualifications and experiences of Offeror in providing the goods/services</td>
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<td>3. Specific plans or methodology to be used to provide the Services</td>
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<td>4. Cost (or Price)</td>
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<td>5. Participation of Small, Women-Owned and Minority (SWAM) Business</td>
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B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech 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 this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

VIII. MANDATORY PRE-PROPOSAL CONFERENCE:

A mandatory pre-proposal conference will be held on September 27, 2018 at 2 p.m. at the Virginia Tech Research Center, 2nd Floor, 900 N Glebe Rd, Arlington, VA 22203. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this Request for Proposal.
Due to the importance of all Offerors having a clear understanding of the scope of the work and requirements for this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by signatures on the attendance roster. If a representative appears on your behalf, the representative must provide a signature and also identify the name of the Offeror.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this solicitation. No one will be admitted after 2:00pm

**Parking**
A parking garage is located beneath the Virginia Tech Research Center (900 N. Glebe Road). The garage entrance is off Ninth Street at the corner of Glebe Road. The garage is managed by Laz Parking (703-243-7281).

Additional public parking garages include: 950 N. Glebe Rd, 800 N. Glebe Rd, and 901 N. Glebe Rd.

**IX. INQUIRIES:**
All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by September 25, 2018 at 9:00am, prior to the mandatory preproposal conference. Inquiries must be submitted in writing to the procurement officer identified in this solicitation.

**X. INVOICES:**
Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

**XI. METHOD OF PAYMENT:**
Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech’s Procurement website: [http://www.procurement.vt.edu/vendor/wellsone.html](http://www.procurement.vt.edu/vendor/wellsone.html) or contact the procurement officer identified in the RFP.
XII. **ADDENDUM:**

Any ADDENDUM issued for this solicitation may be accessed at [http://www.apps.vpfin.vt.edu/html.docs/bids.php](http://www.apps.vpfin.vt.edu/html.docs/bids.php). Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XIII. **COMMUNICATIONS:**

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror’s proposal being rejected.

XIV. **CONTROLLING VERSION OF SOLICITATION:**

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services 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 Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XV. **TERMS AND CONDITIONS:**

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XVI. **ATTACHMENTS:**

Attachment A - Terms and Conditions
Attachment B - Floor Plan
ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See: http://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_01012018.pdf

ADDITIONAL TERMS AND CONDITIONS

A. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

B. AUDIT: The Contractor hereby agrees to 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. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.

C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

D. CANCELLATION OF CONTRACT: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 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.

E. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

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<th>From:</th>
<th>Due Date</th>
<th>Time Due</th>
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<td>Name of Bidder or Offeror</td>
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<tr>
<td>Street or Box No.</td>
<td>Solicitation Number</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Solicitation Title</td>
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Name of Procurement Officer: _____________________________________

The envelope should be addressed to:
The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Bids or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

G. NOTICES: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On RFP Cover Page
Attention: Name Of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University (Virginia Tech)
Attn: Reed Nagel
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

and

Virginia Polytechnic Institute and State University (Virginia Tech)
Attn: Justin A. Davenport
Director of Information Technology
National Capital Region Operations
900 Glebe Road
Arlington, Virginia

H. SEVERAL LIABILITY: Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

I. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf
SPECIAL TERMS AND CONDITIONS

1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech 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.

2. AS-BUILT DRAWINGS: The contractor shall provide Virginia Tech a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The Contractor shall also provide Virginia Tech with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to Virginia Tech upon completion of the work and prior to final payment.

3. 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 inform all employees that the suspect material is not to be disturbed, and shall vacate and secure the area until an identification has been made if suspect debris is present. 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.

4. COMPLETE INFORMATION: All offerors/Bidders shall state manufacturer and product offered, and enclose complete and detailed specifications with Proposal/Bid for all products offered. This is required even if quoting on the exact brand name as shown. Failure to do so may cause Proposal/Bid to be considered nonresponsive.

5. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified

   Contractor Name: _______________________ Subcontractor Name: _______________________

   License #: _____________________________ Type: ____________________________________

6. CRIMINAL CONVICTION CHECKS: All criminal conviction checks must be concluded prior to the Contractor’s employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Virginia Tech reserves the right to audit a contractor’s background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If at any time during the term of the contract Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee’s access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.
7. **DELIVERY NOTIFICATION:** Virginia Tech shall be notified 24 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to:

Name Justin Davenport  
phone 1-571-858-3052

8. **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. Virginia Tech will not assume any responsibility for receiving these shipments. Contractor shall check with Virginia Tech and make necessary arrangements for security and storage space in the building during installation.

9. **ELECTRICAL INSTALLATION:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shall bear the appropriate label of approval for use intended.

10. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representatives 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.

11. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Virginia Tech.

12. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

13. **INSURANCE:**
By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

A. Worker's Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $1,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
D. Automobile Liability - $500,000.00
E. Builders Risk – For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

14. 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.

15. 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.

16. SAFETY: The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL http://www.ehss.vt.edu/programs/contractor_safety.php. A copy of the publication may also be obtained by contacting EHSS at 540/231-5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

17. SPECIAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special promotional sale prices or discounts immediately to Virginia Tech during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

18. SIDEWALK POLICY: Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

19. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech 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 his subcontractor(s) and shall assure compliance with all requirements of the contract.
20. **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 Virginia Tech by any other clause of this solicitation. A copy of this warranty must be furnished with the Proposal/Bid.

21. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.