



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

**Contract Number: R16009**

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**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract Number: R16009

This contract entered into this 22<sup>nd</sup> day of April, 2016, by MCW Solutions LLC, located at 20098 Ashbrook Dr, Suite 150, Ashburn, VA 20147, hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency, located at 801 East Main Street, Radford, VA. 24142."

- I. **WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
- II. **SCOPE OF WORK:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.
- III. **TERM OF CONTRACT:** From contract execution through January 31, 2021 with five (5) one-year renewal options or as negotiated, to include all contractual provisions contained herein.
- IV. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**
  - A. This signed form (Radford University Commonwealth of Virginia's Standard Contract inclusive of Commonwealth of Virginia General Terms and Conditions-Radford University and Special Terms and Conditions.
  - B. Radford University's Request for Proposal (RFP) R16-024 dated October 1, 2015, Addendum One (1) dated October 18, 2015 and Addendum Two (2) dated October 29, 2015. (Attachment A);
  - C. Contractor's Proposal signed and dated November 3, 2015 (Attachment B);
  - D. Contractor's supplemental contract correspondence (Attachment C), as follows:
    1. Clarification Question Responses dated 11/10/2015
    2. Security Question Responses dated 1/13/2016
    3. Intelligent Video Solutions edited Eula and Standard Hardware Warranty Statement
  - E. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal # R16-024, the Contractor's Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.
- V. **FINANCIAL CONSIDERATIONS:**

Unit pricing for Contract RU16009 is fixed for the base contract period set in Contract Section III with all shipments sent FOB Destination. As related system and component parts are identified, are replaced by new components or model numbers, are determined to provide related additional functionality, or will otherwise benefit the purpose of RFP R16-024, those items are incorporated and available for order under Contract RU16009 with pricing discounted to similar contract unit pricing. A Purchase Order is required to place orders.

The four Pricing Tables below contain contract unit pricing:

- Pricing Table 1 - Project Components – unit prices
- Pricing Table 2 - Other Components – alternative component unit prices
- Pricing Table 3 - Other Components by Category – minimum percentage discount off MSRP
- Pricing Table 4 - Hourly Labor Rates – for supplemental services

**Pricing Table 1 – Project Components – unit prices**

**\*Notes:**

1. MCW = MCW Solutions LLC, the Prime Contractor on Contract RU16009
2. IVS = Intelligent Video Solutions, the Sub-Contractor on Contract RU16009
3. Cumulative = total number ordered cumulatively by an individual client, not per individual order
4. Year One for both MCW Maintenance and Support and IVS Software Assurance is a 12-month period that begins at full system acceptance by client
5. Purchase Order is required to place orders
6. Pricing Tables include priced items plus percentage discount for other items based on category
7. MCW\* and IVS\* line item pricing is fixed for the contract base term

Item #	Manufacturer or Provider	Model #	Description	Unit Price
1	MCW*	Labor & Support	Optional Annual Maintenance and Support after Year One* with Year One provided without charge, includes one onsite annual Preventative Maintenance cycle and one annual software upgrade successfully installed and fully functional (Annual Maintenance and Support pricing is uniquely priced for each client based on number of cameras, services to be performed, location of facilities)	\$ 4,634.15
2	IVS*	90010 SOFT4	Optional Annual Software Assurance after Year One* for cumulative* 1-9 cameras with Year One provided without charge, includes access to updates and upgrades, unlimited phone support including software issues and education, priced per camera license, price listed is for 50+ cameras	\$ 1,000.00
3	IVS*	90011 SOFT4	Optional Annual Software Assurance after Year One* for cumulative* 10-24 cameras with Year One provided without charge, includes access to updates and upgrades, unlimited phone support including software issues and education, priced per camera license, price listed is for 50+ cameras	\$ 2,000.00
4	IVS*	90012 SOFT4	Optional Annual Software Assurance after Year One* for cumulative* 25-49 cameras with Year One provided without charge, includes access to updates and upgrades, unlimited phone support including software issues and education, priced per camera license, price listed is for 50+ cameras	\$ 4,000.00
5	IVS*	90013 SOFT4	Optional Annual Software Assurance after Year One* for cumulative* 50+ cameras with Year One provided without charge, includes access to updates and	\$ 6,000.00

CVF NP  
5/13/2016

			upgrades, unlimited phone support including software issues and education, priced per camera license, price listed is for 50+ cameras	
6	IVS*	53011	VALT 1 Channel Software License for cumulative* 1-9 cameras, unit price is per camera with one license needed per camera	\$ 2,195.00
7	IVS*	53012	VALT 1 Channel Software License for cumulative* 10-24 cameras, unit price is per camera with one license needed per camera	\$ 1,995.00
8	IVS*	53013	VALT 1 Channel Software License for cumulative* 24-49 cameras, unit price is per camera with one license needed per camera	\$ 1,895.00
9	IVS*	53014	VALT 1 Channel Software License for cumulative* 50+ cameras, unit price is per camera with one license needed per camera	\$ 1,666.67
10	IVS*	95014 INSTA	Onsite certified IVS engineer to assist with Valt head end configuration and training. Services include: Configuring Valt server and software with IP address, configuration of IP cameras, setting up rooms and assigning cameras to rooms, creating user groups and assigning appropriate rights, creating information and marker templates and instructing users and administrators how to use, operate and support VALT.	\$ 1,666.67
11	IVS*	10015 RX10	2U Rackmount Video Appliance w/out storage. Ubuntu Server OS, Dual Xeon Processor, Dual Network Cards, 64GB RAM, RAID1 OS Mirror, RAID5 Storage, Rack Rails, supports up to 50 cameras	\$ 12,060.91
12	IVS*	53012 WOW	Wowza Media Server-Perpetual Software license	\$ 1,920.40
13	IVS*	15012 4TBSA	4TB Enterprise Class 7200RPM SATA Drive	\$ 737.63
14	IVS*	15013 6TBSA	6TB Enterprise Class 7200RPM SATA Drive	\$ 1,035.66
15	IVS*	95017 TRAVL	IVS expenses to travel to the customer's site	\$ 250.00
16	IVS*	55001 VALTBN	Button with LED indicator to start/stop recordings. Terminated to IP camera.	\$ 82.93
17	Alarm Controls	SLP-1L	Latching pushbutton on single gang wall plate. Push button is green and backlit. LED is bright red, 1/2" diameter. DPDT. 12 or 24 VDC or VAC. 3 Amps @35VDC or 120 VAC.	\$ 91.46
18	Altronix	RBR1224	RATCHET RELAY 12/ 24VOLT	\$ 19.50
19	Altronix	ST1	Snaptrac for relays	\$ 1.59
20	Ashly	SRA-4150	SRA Series 4 x 150W Amplifier	\$ 725.61
21	Atlas Sound	MUSICAVC-50Z	8 ohm Stereo Volume Control	\$ 54.82
22	AverVision	M70	Document Camera	\$ 926.82
23	Axis	0586-001	P3365-V 2MP SVGA (1080P) Vandal Resistant Fixed Minidome Camera, with SD slot, 3-9mm lens, 2-way audio, P-Iris control, remote zoom/focus, H.264	\$ 829.26
24	Axis	0770-001	P5515 PTZ Dome Network Camera, Indoor, 1080p, 360° pan with Auto-flip, 12x optical zoom, PoE (IEEE 802.3af), 2-way audio, 3.8-42.9mm auto-focus, Auto-iris lens, F1.4-2.1	1243.89



25	Axis Communications	5505-571	T94K01L Recessed Mount Adapter for P32-V Series, P33/-V Series and Q3505-V cameras. Metal back box with ½" (M20) and ¾" (M25) conduit holes.	\$ 82.91
26	Axis Communications	5506-841	T94A03L Recessed Mount Adapter for P5514/P5515 cameras	\$ 143.89
27	Belden	9451P008U1000	22/1 STR TC SHLD CMP 1000' BOX - GRAY	\$ 271.95
28	Belden	6200UE008U1000	Tight Tube Plenum 16 AWG 2 conductor Speaker Cable	\$ 195.12
29	Belden	2413007A1000	2400 Cat6 UTP CMP - Purple	\$ 263.41
30	Belden	6200UE010U1000	Tight Tube Plenum 16AWG 2 Conductor Speaker Cable	\$ 195.12
31	BIAMP Systems	TesiraFORTÉ AVB CI	TesiraFORTÉ DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, and Sona™ Acoustic Echo Cancellation (AEC) technology (all 12 inputs)	\$ 2,254.88
32	Cables to Go	15294	7ft Cat6 Non-Booted UTP Unshielded Ethernet Network Patch Cable - Plenum CMP-Rated - Black	\$ 10.71
33	Cisco	SG200-26FP-NA	26-port Gigabit Smart Switch, PoE, 180W	\$ 607.93
34	Crestron	DM-MD16X16	16x16 DigitalMedia™ Switcher	\$ 5,243.90
35	Crestron	DMC-4K-C	HDBaseT® Certified 4K DigitalMedia 8G+® Input Card for DM® Switchers	\$ 670.73
36	Crestron	DMC-4K-HD *	4K HDMI® Input Card for DM® Switchers	\$ 487.80
37	Crestron	DMC-STR	Streaming Input Card for DM® Switchers	\$ 914.63
38	Crestron	DMC-4K-CO-HD-HDCP2	2-Channel HDBaseT® Certified 4K DigitalMedia 8G+® Output Card for DM® Switchers	\$ 1,036.59
39	Crestron	DMC-4K-HDO *	2-Channel 4K Scaling HDMI® Output Card for DM® Switchers	\$ 1,097.56
40	Crestron	DM-TX-201-C	DigitalMedia 8G+® Transmitter 201	\$ 792.68
41	Crestron	DM-RMC-4K-SCALER-C	4K DigitalMedia 8G+® Receiver & Room Controller w/Scaler	\$ 1,097.56
42	Crestron	HD-SCALER-HD-E	High-Definition Video Scaler, HDMI® In, HDMI Out	\$ 304.88
43	Crestron	DM-TXRX-100-STR	HD Streaming Transmitter/Receiver	\$ 1,219.51
44	Crestron	CP3N	3-Series Control System®	\$ 1,585.37
45	Crestron	TSW-1050-TTK-B-S	Tabletop Kit for TSW-1050 & TSW-1052, Black Smooth	\$ 152.44
46	Crestron	TSW-1052-B-S	10.1" Touch Screen, Black Smooth	\$ 1,463.41
47	Crestron	DM-CONN-20	Connectors for DM-CBL DigitalMedia™ Cable & DM-CBL-ULTRA DigitalMedia Ultra Cable, 20-Pack	\$ 317.07
48	Crestron	DM-CBL-ULTRA-P-SP1000	DigitalMedia™ Ultra Cable, Plenum Type CMP, 1000 ft spool	\$ 2,439.02
49	Crown	PZM-11	Boundary microphone, 1 gang, white	\$ 102.44
50	CSC - Communication Supply Cor	PC-C6E-YEL-005-B	5' Cat6 Yellow Patch Cord	\$ 2.85
51	DMP	349-G	MEDIUM PANEL ENCLOSURE GREY FOR XT SERIES	\$ 42.07
52	Extron	26-571-06	12' 3.5mm TRS audio cable	\$ 4.88

53	Extron	26-571-07	Mini Stereo Audio Cable: 3.5 mm Stereo Mini Male to Male - 25' (7.6 m)	\$ 7.32
54	Extron	60-718-10	Microphone Preamplifier	\$ 128.05
55	Extron	60-1095-01	4x4 Digital Matrix Processor	\$ 481.71
56	Extron	60-740-01	Passive Audio Summing Adapter with Captive Screw Plug Input and Balanced Output	\$ 42.68
57	JBL	Control 47HC	6.5" 2-Way High-Ceiling Loudspeaker	\$ 258.80
58	Liberty	Z100A15FT	15' Liberty Z100 Duplex RCA Stereo Audio cable	\$ 3.73
59	Liberty	PCD-5750-S-B	Decorator format XLR 3-Pin Female solder back plate insert	\$ 20.49
60	Louroe Electronics	LE-368	ASK-4 #431 Audio Monitoring Kit	\$ 587.74
61	Louroe Electronics	LE-345	ASK-4 #350 Audio Monitoring Kit (IF/PX, Verifact A, cables)	\$ 472.56
62	MCW	Misc1	Miscellaneous supplies including screws, anchors, connectors, wire lube, caulk, etc.	\$ 6,707.32
63	MCW	ES-Permits	Low Voltage Permit	\$ 731.71
64	MCW Solutions	Project Expense	Materials	\$ 19.51
65	Middle Atlantic	ERK-4425	44SP/25D STANDALONE RACK	\$ 608.54
66	Middle Atlantic	ERK-RR44	44SP ERK REAR RAIL OPTION	\$ 63.41
67	Middle Atlantic	PDS-620R	6 OUT SEQUENCED 20A POWER	\$ 415.35
68	Middle Atlantic Products, Inc	CBS-ERK-25	CASTER BASE FOR ERK 25DP	\$ 139.02
69	Quam	System 5/8	8" Lay-In Ceiling Mount Speaker, UL Listed (8 Ohms)	\$ 46.04
70	RDL	STD-600	RDO DSGN DVDER/ COMBNR 600 OHM	\$ 65.84
71	RDL	FP-PA18	18 W Mono Audio Amplifier - 8x, with Power Supply	\$ 204.15
72	RDL	RU-ADA8D	Audio distribution amp	\$ 441.46
73	RDL	PS-24AS	Switching Power Supply	\$ 27.11
74	RDL	RU-ADA4D	4CH Audio Distribution Amplifier	\$ 260.16
75	Shure	MX412D/C	Cardioid-12" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	\$ 256.10
76	Shure	MX202WP/C	Cardioid - White Mini-Condenser for Overhead Miking Supercardioid 30' Unterminated Cable, Plate Mount Preamp with Screw Terminals	\$ 173.17
77	Shure	ULXD4D=G50	Dual Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware	\$ 2,426.83
78	Shure	ULXD1=G50	Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector	\$ 426.83
79	Shure	WL185	Microflex® Cardioid Lavalier Microphone	\$ 101.22
80	Shure	SB900	Shure Lithium-Ion Rechargeable Battery	\$ 91.46
81	Shure	SBC200-US	Dual Docking Charger with PS45US Power Supply	\$ 213.41
82	Shure	UA850	50' UHF Remote Antenna Extension Cable, BNC-BNC,	\$ 84.15

			RG8X/U Type	
83	SnapAV	WP-DOOR-HINGE-14	Enclosure Hinged Metal Door 14 in., lockable	\$ 36.52
84	SnapAV	WP-SW-ENCL-14	Structured Wiring Enclosure 14 in.	\$ 29.21
85	TRENDnet	TPE-TG81g	8-port Gigabit GREENnet PoE+ switch, with 8 Gigabit PoE+ ports (up to 30 watts per port with 105 watts total power budget), internal power supply, 16 Gbps switching capacity, rack-mountable	\$ 304.87
86	TRENDnet	TC-P08C6	8-port Unshielded Patch Panel, Cat6/Cat5/Cat5e	\$ 26.82
87	TRENDnet	TPE-4840WS	48-Port Gigabit Web Smart PoE+ Switch, 12x PoE+, 12x PoE, 24x non-PoE, 4 shared SFP slots, 370W PoE budget, 96 Gbps switching capacity	\$ 951.21
88	TRENDnet	TC-P48C6	48-port Unshielded Patch Panel, Cat6/Cat5/Cat5e	\$ 110.96
89	TRENDnet	TPE-TG160g	16-Port Gigabit PoE+ Switch, 246 Watts total power budget, 16 PoE+ ports, 32 Gbps switching capacity, Sturdy metal switch, Rack mount brackets included	\$ 398.77
90	TRENDnet	TC-P16C6	16-port Unshielded Patch Panel, Cat6/Cat5/Cat5e	\$ 40.23
91	Tripp-Lite	SMART500RT1U	SmartPro 120V 500VA 300W Line-Interactive Sine Wave UPS, 1U Rackmount, USB, DB9 Serial	\$ 209.74
92	Tripp-Lite	SRW12US33	SmartRack 12U Wall-Mount Extended-Depth Rack Enclosure Cabinet, 12U with adjustable front and rear vertical rackmount rails, 33" depth, Hinged cabinet swings away from wall bracket, Locking, reversible front door and locking, removable side panels, Fully assembled	\$ 673.16
93	Tripp-Lite	SMART1500RM2 U	SmartPro 120V 1.5kVA 1.35kW Line-Interactive Sine Wave UPS, 2U Rack/Tower, SNMPWEBCARD Option, LCD Display, USB, DB9 Serial	\$ 778.04
94	Wattbox	WB-100-PS-6	6 Outlet Power Strip	\$ 7.26
95	Williams Sound	WIR TX75 C PRO	Infrared transmitter	\$ 507.32
96	Williams Sound	WIR RX22-4N	IR Receiver	\$ 136.34
97	Williams Sound	BAT 026-2	Rechargeable batteries	\$ 9.51
98	Williams Sound	EAR 008	Over-ear, hook earphone	\$ 12.29
99	Williams Sound	EAR 010	Replacement earpad	\$ 0.79
100	Williams Sound	BKT 024	Mounting bracket	\$ 36.59
101	Williams Sound	CHG 3512	3V 12 Unit Charger	\$ 407.44

**Pricing Table 2 - Other Components – alternative component unit prices, quantity discounts available**

Item #	Manufacturer or Provider	Model #	Description	Unit Price
1	Avigilon	24C-ACC5-ENT	ACC 5 Enterprise license for up to 24 camera channels	\$ 4,740.06

			and unlimited viewing clients	
2	Avigilon	20-H3-D1	2.0 Megapixel (1080p) Day/Night Indoor Dome, 3-9mm f/1.2 P-iris lens	\$ 431.88
3	Avigilon	20C-H3A-D1	2.0 Megapixel (1080p) WDR, LightCatcher, Day/Night, Indoor Dome, Surface Mount, 3-9mm f/1.2 P-iris lens, Self-Learning Video Analytics	\$ 608.88
4	Avigilon	10.0TB-HD-NVR2	HD NVR, 10.0 TB Storage, 2U Rack Mount	\$ 6,839.28
5	Extron	60-1054-01	6x4 ProDSP Digital Matrix Processor	\$ 938.10
6	Extron	60-1211-01	DMP 128 12x8 ProDSP Processor	\$ 1,174.10
7	RDL	STM-LDA3	Studio Quality Microphone Preamplifier with phantom - 3 line outputs	\$ 180.78

**Pricing Table 3 - Other Components by Category – minimum percentage discount off MSRP**

Product Category	Minimum % Discount off MSRP	Manufacturer Offerings
<b>Audio Video Equipment</b>		
Projectors	15%	Premiere Manufacturer Listings - Audiovisual Systems: Crestron, Extron, AMX, Atlas Soundolier, Barco, BiAmp, Bogen, Crown, Da-Lite, Denon, Planar, JBL, Lutron, Peavey, Polycom, Rauland-Borg, RDL, Sharp, Shure, ShoreTel, SnapAV, Soundsphere, Tandberg, Tannoy, Tripp-Lite, TOA, Vaddio, Vbrick, Valcom, Brightsign, Promethean, Pexip, Christie, Mersive, Cisco, Dell, Microsoft
Monitors	15%	
Projection screens	15%	
Transport Hardware/Software	15%	
Ceiling speakers	15%	
Wall mounted speakers	15%	
Free standing speakers	15%	
Microphone systems	15%	
Wired microphones	15%	
Wireless microphones	15%	
Mounting hardware	15%	
Movable cart systems	15%	
DVD recorders/playback systems	15%	
Receivers	15%	
Audio amplifiers	15%	
Audio mixers	15%	
Electronic Whiteboards	15%	
Video Conference Equipment	15%	
Equipment Rack	15%	

Power Distribution Unit	15%	
Power Sequencer	15%	
Rackmount UPS	15%	
Touch/Control Panels	15%	
HDMI Adaptor Set	15%	
Table Enclosure	15%	
HD PTZ Cameras	15%	
Wireless Content Sharing	15%	
<b>Electronic Security Equipment</b>		
Surveillance Cameras	12%	Premier Manufacturers Listings – Security Systems: Lenel, Avigilon, AMAG, Verint, GeuterBruck, Exacq, Honeywell Pro-Watch, S2, DMP, CBORD, Milestone, Pelco, Panasonic, AiPhone, Bosch, Vicon, Software House, Axis, Identocard, DMP, Red Cloud, DXS, Doorking, Code Blue, Brivo, American Dynamics, Sentrol, Stentafon, VideoAlarm, Zenitel, UTC, Vicon, HID, Salient, Von Duprin, American FiberTek, CBORD, Inovonics, Magnasphere, Mobotix, Altronix, Commend USA, Altronix, Boon Edam
Access Control Systems	12%	
Intrusion Detection Systems	12%	
Electronic Security Peripheral Equipment (Motion Detectors, Door Access Control Electronics, Etc.)	12%	

**Pricing Table 4 - Hourly Labor Rates – for supplemental services**

Description of Charge		Unit Price per Hour
<b>Service &amp; Maintenance Call Rates - Normal Business Hours</b>		
System Programmer		\$107.64
Technician I		\$72.02
Technician II		\$75.58
Technician III		\$79.14
Technician Assistant		\$68.45
Rack Technician		\$88.33
<b>Service &amp; Maintenance Call Rates - Outside Business Hours</b>		
System Programmer		\$123.78
Technician I		\$82.82
Technician II		\$86.91
Technician III		\$91.01
Technician Assistant		\$78.72
Rack Technician		\$101.58
<b>Service &amp; Maintenance Call Rates - Holidays &amp; State Emergency Services</b>		
System Programmer		\$142.35
Technician I		\$95.24
Technician II		\$99.95
Technician III		\$104.66

Technician Assistant		\$90.53
Rack Technician		\$116.81
<b>Systems Installation/Task Order Labor Rates</b>		
<b>Indirect Labor Categories (Management &amp; Engineering)</b>		
Program Manager		\$107.73
Project Manager		\$85.29
Engineering/Design		\$100.25
CAD Drafting		\$62.84
Project/Field Engineer/QAQC		\$85.29
Superintendent		\$80.80
Project Coordinator		\$74.81
<b>Direct Labor Categories (Installation &amp; Field Supervision)</b>		
Project Foreman		\$87.40
System Programmer		\$93.60
Technician I		\$62.62
Technician II		\$65.72
Technician III		\$68.82
Technician Assistant		\$59.52
Rack Technician		\$76.81
Training & End-User Turnover		\$90.50

**Vendor point of contact for quotes:**

Chase V. Fisher, Business Development Executive  
540-454-9318  
Cfisher@MCWSolutions.net

Mailing Address:  
MCW Solutions, LLC.  
20098 Ashbrook Pl. Ste. 150  
Ashburn, VA 20147

- VI. **CONTRACT ADMINISTRATION:** Radford University assigns "Contract Administrators" to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator is:

Dr. Jeff Aspelmeier  
Chair, Psychology Department  
[jaspelme@radford.edu](mailto:jaspelme@radford.edu)  
540-831-5520

Mailing Address:

Dr. Jeff Aspelmeier  
Radford University, Psychology Department  
PO Box 6946  
Radford, VA 24142

VII. **COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:**

- A. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the Commonwealth 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 § 9 & 10 of the Governing Rules. 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. (Governing Rules, §35).

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. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating 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 provision of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University and the Commonwealth of Virginia all rights, title and interest in and to all causes of 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.
- C. **ANNOUNCEMENT OF AWARD**: Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, the Radford University will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) and the Procurement and Contracts Public Posting Board for a minimum of ten (10) days.
- D. **APPLICABLE LAWS AND COURTS**: This solicitation 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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Governing Rules, §56). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- E. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.
- F. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer in U.S. dollars.
- H. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
  - 1. The parties may agree to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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 Purchasing Agency 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify Radford University of the adjustment to be sought, and before proceeding to comply with the notice, shall await the University's decision affirming, modifying, or revoking the prior written notice. If Radford University decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University 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 Purchasing Agency'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 in 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 the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fails 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 clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor 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 Purchasing Agency or with the performance of the contract generally.

- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation by the designated time indicated. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or 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.
- K. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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 the Commonwealth may have.
- L. **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 manufacturer, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; (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 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, possession or use of any controlled substance or marijuana during the performance of the contract.

- M. **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.
- N. **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 the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth 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 the current fees are as follows:

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

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 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes. **(\*Updated by DP&S July 1, 2014).**

You are required to register through the eVA website at ([www.eva.virginia.gov](http://www.eva.virginia.gov)). Click on the "Vendor" tab and follow the registration instructions. If you need assistance, or online directions, please contact Radford University at (540) 831-5429.

- O. **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.
- P. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage 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 § 25 of the Governing Rules. 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 COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in number of employees that change their workers' compensation requirements under the Governing Rules during the course of the contract shall be in noncompliance with the contract.
- Employer's Liability - \$ 100,000.
- Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be name as an additional insured and so endorsed on the policy.
- Automobile Liability - \$1,000,000 combined single limit (Required if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

#### Professional Service

#### Limits

Accounting

\$1,000,000 per occurrence, \$3,000,000 aggregate

Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos, Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals or Health Maintenance Organizations) \$1,725,000 per occurrence, \$3,000,000 aggregate NOTE: Limits increase each July 1 through fiscal year 2031, as follows:

July 1, 2013 - \$2,100,000

July 1, 2014 - \$2,150,000. This complies with §8.01-581.15 of the Code of Virginia.

Insurance Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Professional Service Limits	
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

\*When Used: FOR CONSTRUCTION SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED. Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. When soliciting one of the Professions/Services listed above the specific profession/service referenced in the bid/offer shall apply. When not soliciting any of the professions/services in the bid/offer they will not apply to the solicitation.

**Q. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:**

1. Failure to submit a proposal on the official state 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.

- R. NONDISCRIMINATION OF CONTRACTORS:** An 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, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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.

**S. PAYMENT:**

**1. Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Radford University's payment address is as follows:

**RADFORD UNIVERSITY**

**ATTN: ACCOUNTS PAYABLE**  
**PO BOX 6906**  
**RADFORD, VA. 24142**  
**Email: acctspayable@radford.edu**

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods and services provided under this contract or purchase order, that are to be paid with public funds shall be billed by the contractor at the contract price, regardless of which public agency 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 the Commonwealth 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 an agency of its prompt payment obligations with respect to those charges which are not in dispute (Governing Rule §53.)

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment record for work performed by the subcontractor(s) under the contract; or
- 2) To notify the agency 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 prohibited under the terms of the contract) on all amounts owed by contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, 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 the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only substantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the

contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be accessed in lieu of withholding such payment.

- T. **PRECEDENCE OF TERMS:** The following General Terms and Conditions COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS. APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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.
- U. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor's 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 University Procurement and Contracts Office and may also be viewed at <https://vascupp.org>.
- V. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the services and/or furnish the goods contemplated therein.
- W. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption number is 54-73-0076K.
- X. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.
- Y. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrants 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.
- Z. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, 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 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 the Commonwealth 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. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may

result in declaring the bid nonresponsive. 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 solicitation.

VIII. **SPECIAL TERMS AND CONDITIONS:**

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Radford University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Radford University has purchased or uses any of its products or services, and the contractor shall not include Radford University in any client list in advertising and promotional materials.
2. **AS BUILT DRAWINGS:** The contractor shall provide the Commonwealth 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 Radford University 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 the Commonwealth upon completion of the work and prior to final payment.
3. **ASSIGNMENT OF CONTRACT:** The contractor cannot assign a contract in whole or in part without the prior written consent of the University.
4. **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.
5. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business, trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.
6. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
7. **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 Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but not need be the sole determining factor. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Radford University shall cancel this Request for Proposal or reject proposals at any time prior to award, and is not required to furnish a statement of the reasons why a

particular proposal was not deemed to be the most advantageous. Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, 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 solicitation and the contractor's proposal as negotiated.

8. **BEST AND FINAL OFFER:** 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 rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
9. **CANCELLATION OF CONTRACT:** Radford University 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 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 contract of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
10. **CODES AND STANDARDS:** All materials, equipment, and installation work shall be in compliance with specifications contained herein and all applicable codes and standards to include the Virginia Uniform Statewide Building Codes.
11. **COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue until either a Contractor has been selected or the University Procurement and Contracts Department rejects all proposals. Formal communications shall be directed to the University Procurement and Contracts Department. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
12. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
13. **CONTINUITY OF SERVICES:**
  - A. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
    - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

- ii. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - iii. That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  - B. The Contractor shall, upon written notice from the Contract Office, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contractor Officer's approval.
  - C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- 14. CONTRACT ADMINISTRATION:** Radford University assigns "Contract Administrators" to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be provided at contract execution.
- 15. CONTRACT PARTICIPATION:** Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <https://vascupp.org/rules.pdf>). Cooperative Procurement, it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public, body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract 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 the contract terms. The Contractor shall notify the lead-issuing institution in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University 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 Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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



Please contact the buyer for additional information.

- 16. CONTRACTOR PERSONNEL:** All employees of the contractor shall comply with the rules and regulations of the University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the contractor is objectionable to the University that employee shall be removed by the contractor from the University grounds and shall not again be employed by the contractor on University grounds until approved by the University.
- 17. CONTRATOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified:

Contractor Name: \_MCW Solutions LLC\_

Subcontractor Name: \_Intelligent Video Solutions\_

License No. \_\_\_\_\_ Type: \_\_\_\_\_

- 18. CONTRACTOR REGISTRATION:** As applicable for the proposed solution, 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 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 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) or more the offeror is 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 tradesman license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. As applicable, the offer 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 University in writing when requested to do so before or after the proposal submission, he may be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950) as amended, and his proposal may not be considered.

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

- 19. 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.

20. **DELIVERY:** State your **earliest firm delivery or performance date:** \_\_\_\_\_, 20\_\_\_\_. This date may be a factor in making the award.
21. **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.
22. **DELIVERY NOTIFICATION:** Radford University shall be notified on a day the University is open that is at least 48 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 the Contract Administrator named at the time of contract execution or their designee who may be subsequently named in writing by the Contract Administrator.

**23. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS (Effective July 1, 2014):**

eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract may result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order. Vendor transaction fees are determined by the date the original purchase order is issued.

- a. For orders issued July 1, 2014, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

24. **EXAMINATION OF DOCUMENTS AND SITE:** The failure or omission of any offeror to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint her/himself with conditions therein existing shall in no way relieve any offeror from any obligations with respect to his proposal or to the contract. The submission of a bid shall be taken as Prima Facie evidence of compliance with this section.

- 25. EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for complete installation ready for the University's use, and shall include all applicable freight, inside delivery, travel, and installation charges; extra charges will not be allowed.
- 26. 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.
- 27. IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

**From:**

<b>Name of Offeror:</b>	<b>RFP#</b>	
<b>Address:</b>	<b>Due Date:</b>	<b>Time:</b>
	<b>RFP Title:</b>	
<b>City, State, Zip Code</b>	<b>Contract Officer:</b>	

This envelope should be addressed as directed on the Request For Proposal Face Sheet of this solicitation. If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, 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 offers should be placed in the envelope.

- 28. 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 issuing 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.
- 29. 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 the Commonwealth. Arrangements for site visitation may be made by contacting the Contract Officer named of page one of RFP R16-024:


- 30. INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- 31. KEYS:** If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

- 32. LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code; then the offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items as products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- 33. LATE PROPOSALS:** To be considered for selection, proposals must be received by the Issuing Agency by the designated date and hour. The official time used in the receipt of proposal is that time on the automatic time stamp machine in the Issuing Agency. 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 Office, private couriers, or the interuniversity 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.** \*Proposal receipt scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regularly scheduled business day.
- 34. LICENSE/REGISTRATION:** The contractor shall possess and maintain through the period of the contract performance, all licenses required by Federal or Commonwealth of Virginia Laws or Regulations for the performance of any and all work required by this contract. Contractor shall provide written proof of licensing/registration when requested by the University.
- 35. 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.
- 36. MAINTENANCE RENEWAL:** Maintenance under this contract shall cover the five-year base contract period and shall be included as part of subsequent contract renewals at the option of Radford University. Should Radford University exercise the option for additional one-year periods beyond the optional renewals, a written notification will be issued to the contractor for each twelve (12) month period that the maintenance services are required after the contract period.
- 37. MANUFACTURE'S ACKNOWLEDGEMENT:** Contractor shall submit a manufacturer's acknowledgement within fourteen (14) days from the date the purchase order was issued verifying that the order has been received by the manufacturer. The acknowledgement shall show that items have been ordered as specified, and the expected delivery date is the same as the purchase order. Contractors who do not submit the acknowledgement within the specified time frame may be considered to be in default. If a contractor encounters a problem with submitting the manufacturer's acknowledgement, they shall notify Radford University's Office of Procurement and Contracts with the earliest firm date that acknowledgement shall be received. Upon notification, if it is found to be in the best interest of the University, an extension may be approved. If the new date is not approved or met, the contractor may be placed in immediate default.
- 38. PROMPT PAYMENT DISCOUNTS:** Radford University will pay within \_\_\_\_ days after acceptance. A prompt payment discount offered for prompt payment of ( ) calendar days or longer will be calculated in determining net low bid.
- 39. NAME OF MANUFACTURER AND SHIPPING POINT:** Each bidder/offeror shall supply in the space below the name and address of the manufacturer of each item offered and the shipping point.

<b>Item Number(s)</b>	
<b>Manufacturer</b>	

<b>Address</b>	
<b>Shipping Point</b>	

**40. NONPROFIT SHELTERED WORKSHOPS AND NONPROFIT ORGANIZATIONS:**

- A.** Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to nonprofit sheltered workshops and nonprofit organizations serving the handicapped. A list of nonprofit workshops and nonprofit organizations of Virginia serving the handicapped can be found at [www.vadrs.org](http://www.vadrs.org).
- B.** Each prime contractor who is awarded a contract where using a nonprofit sheltered workshop or nonprofit organization serving the handicapped is a condition of the award shall deliver to the agency or institution, on or before request for final payment, evidence and certification of compliance. When a portion of the contract has been subcontracted to these organizations and upon completion of the contract, the contractor agrees to furnish the purchasing office, at a minimum, the following information: name of nonprofit sheltered workshop or nonprofit organization serving the handicapped, telephone number, total dollar amount subcontracted, and type of product/service provided. Final payment under the contract may be withheld until such certification is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

**41. NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this contract, 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 contract.

- A.** effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- B.** 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;
- C.** nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- D.** 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 of 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, 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

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 (<http://www.section508.gov/>). 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*.

- 42. PARKING POLICY:** All contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to <http://parking.asp.radford.edu/>. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- A. OPTIONAL PREBID/PREPROPOSAL CONFERENCE:** An optional preproposal conference will be held per RFP R16-024, Section IX. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Note that attendance may be in-person or by phone, and the pre-registration form is RFP R16-024, Attachment H.

IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WITH NEED OF REASONABLE ACCOMMODATIONS TO PARTICIPATE IN THIS ACTIVITY, PLEASE NOTIFY CONTRACT OFFICER by EMAIL at [npressing@radford.edu](mailto:npressing@radford.edu) NO LATER THAN 2 business days prior to Pre-Proposal Conference. INDIVIDUALS WITH HEARING/SPEECH DISABILITY ARE ENCOURAGED TO USE THE VIRGINIA RELAY SERVICE. TDD USERS – 800-828-1120.

- 43. 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 skills 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.  
**(Use when subcontracting will be permitted.)**

- 44. PRODUCT INFORMATION:** The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.
- 45. PRODUCT AVAILABILITY / SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The University may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality/subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes available to the contractor.
- 46. PUBLIC POSTING OF COOPERATIVE CONTRACTS:** Radford University maintains a web-based contracts database with a public gateway access via VASCUPP. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- 47. PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the sixty (90) 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 until the solicitation is canceled.
- 48. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those shown.
- 49. REFERENCES:** Offeror shall provide on RFP R16-024, Attachment D a list of at least four (4) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.
- 50. RENEWAL OF CONTRACT:** A contract may be renewed by the Commonwealth after the base period of the contract resulting from RFP R16-024 for successive one year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- A.** If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "CPI-U" category of the Consumer Price Index for All Urban Consumers (Current Series) <CPI-U> released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- B.** If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "CPI-U" category of the Consumer Price Index for All Urban Consumers (Current Series) released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**\*Note: Follow these directions to locate the most recent percentage of increase/decrease:**

Steps	Directions
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Go to: <a href="http://www.bls.gov/cpi">www.bls.gov/cpi</a>	Bureau of Labor Statistics website
Under "Browse CPI" go to:	CPI Databases
Under "Database Name" go to:	All Urban Consumers (Current Series) Consumer Price Index – CPI-U
Under "One Screen-Green Icon" go to:	One Screen Data Search
Under Item #1 Selection Area	Click on "On Screen-Data Search"
Under Item #2 Select One or More Items Use the "US City Average"	Whatever you referred to in the renewal clause must be selected here (i.e., other services, services, etc.).
Under Item #3 Seasonably or Not Seasonably	Always select not seasonally adjusted. *Note: Seasonally adjusted figures are for (5) years. Not Seasonally adjusted figures are for (1) year.
Select	GET DATA
A table will populate.	Click "MORE FORMATTING OPTIONS"
A table will populate.	Use the most recent figure available.

#### 51. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- A. It is the goal of the Commonwealth that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Businesses, a Women-Owned Business or a Minority-Owned Businesses unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If a small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, minority-owned), and type of product/service provided. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.**
- B. Each prime contractor who wins an award in which the provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number of FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include but not be limited to, termination for default.



- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.**

**The reporting form for this requirement is RFP R16-024, Attachment E, second page. Contact the Contract Officer listed on Page One of RFP R16-024 for the form or information.**

52. **SPECIAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discount immediately to the University during the term of the contract. Such notices shall also advise the duration of the specific sale or discount price.
53. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. 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 assume compliance with all requirements of the contract.
54. **TRADE SECRETS/PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted by a bidder or contractor in connection with this procurement transaction are not subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure a bidder or contractor must invoke the protection of § 2.2-4318 of the *Code of Virginia*, in writing either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reason 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 secrets or proprietary information. **The classification of an entire bid document, line items prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the bid.**
55. **USE OF RECYCLED MATERIALS:** Notwithstanding the prohibition against used, damaged or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare of safety requirements or product specifications contained herein. Please provide the following information in this regard:
- A. Do any of the goods offered contain recycled materials? \_\_\_\_ Yes \_\_\_\_ No
- B. If so, please qualify the recycled material content. \_\_\_\_\_
56. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided, once an award is announced, all proposals/bids submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following

circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

57. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods 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 goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
58. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment of finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the contractor's expense.

#### **Special IT Terms and Conditions Information Technology**

1. **TITLE:** Clear and unrestricted title for any item of equipment purchased under this purchase order shall pass to the Commonwealth of Virginia whenever acceptance is provided by the state in accordance with date of acceptance.
2. **DATE OF ACCEPTANCE:** The date of acceptance for all equipment, software, or services shall be the first day after completion of successful installation or testing, or the final acceptance of any services provided unless stated otherwise within the solicitation, the state shall be given thirty (30) days to test the equipment, software or service provided under this purchase order.
3. **CERTIFICATION TESTING PERIOD:**
  - A. **Systems:** The system specified in the contract shall be considered ready for testing upon receipt of documentation from the contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement. The thirty (30) day testing period shall commence on the next calendar day following receipt of this documentation. Upon request, the procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.
  - B. **Hardware:** Equipment ordered herein shall be subject to inspection and a 30-day testing period by the procuring agency. Contractor equipment which is found to not meet the specifications or other requirements of the purchase agreement may be rejected and returned to the vendor at no cost (including return transportation) by the procuring agency. Unless otherwise notified or mutually agreed, acceptance shall become effective at the end of the 30-day testing period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

4. **CONFIDENTIALITY:**

- A. **(Commonwealth):** The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342 of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.
- B. **(Contractor):** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

5. **DEFINITION:**

- A. **Equipment:** As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.
- B. **Software:** As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

6. **DEMONSTRATIONS:** By submitting a proposal, the offeror certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The Commonwealth reserves the right to require offerors to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that a vendor's products will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by a vendor to promptly comply with a request for demonstration could result in their proposal being rejected. Failure to reject shall not relieve the vendor of its obligation to fully comply with all requirements of the contract.

7. **EQUIPMENT ENVIRONMENT:** Environmental specifications for any equipment to be delivered under the resulting contract shall be furnished in writing along with the vendor's proposal, should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. Unless otherwise stated in the solicitation, it will be the procuring agency's responsibility to prepare the site at its own expense to meet the environmental specifications provided.

8. **EXCESSIVE DOWNTIME:** Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of

more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in-operability. The period of in-operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than seven (7) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within seven (7) calendar days following the request for replacement.

9. **LATEST SOFTWARE VERSION:** Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
10. **LIMITATION OF USE:** The Commonwealth's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the Commonwealth's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the *Code of Virginia*.
13. **NEW PRODUCTS:** Unless otherwise requested in the solicitation, all equipment furnished under the contract shall be new, unused equipment. All software provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
14. **OPERATIONAL COMPONENTS:** Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule. Note that for RFP R16-024 the CHBS building will have electrical and Internet cabling already installed at the locations designated on the RFP R16-024, Attachment J, and the contractor shall only be responsible for and include pricing for any additional electrical and Internet cabling materials and installation as required by their proposed system.
15. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
16. **PRODUCT SUBSTITUTION:** During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/ or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
17. **QUALIFIED REPAIR PERSONNEL:** All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be

performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.

18. **RELOCATION OF EQUIPMENT:** Should it become necessary to move equipment covered by the contract to another location, the Commonwealth reserves the right to do so at its own expense. If contractor supervision is required, the Commonwealth will provide prior written notice of the move at least thirty days in advance, in which case the contractor shall provide the required services and be reasonably compensated by the Commonwealth. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.
20. **REPAIR PARTS:** In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the Commonwealth.
23. **SERVICE REPORTS:** Upon completion of any maintenance call, the contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.
24. **SOFTWARE UPGRADES:** The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
25. **SOFTWARE DISPOSITION:** Unless otherwise instructed by the contractor, the Commonwealth shall render unusable all copies of software acquired under the contract within thirty days of termination of its license, except that the Commonwealth does reserve the right to retain one copy of the software for archival purposes when appropriate.
26. **SOURCE CODE:** In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
27. **TERM OF SOFTWARE LICENSE:** Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

28. **THIRD PARTY ACQUISITION OF SOFTWARE:** The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
29. **TITLE TO SOFTWARE:** By submitting a proposal, the offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
30. **WARRANTY AGAINST SHUTDOWN DEVICES:** The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.
31. **WARRANTY OF SOFTWARE:** The contractor warrants the operation of all software products for a period of twelve (12) months from the date of acceptance. During the warranty period, the contractor shall provide toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two hour return call response time and complete all necessary patches/fixes within twenty-four (24) hours of initial notification.
32. **YEAR 2000 COMPLIANT (ENABLEMENT WARRANTY):** The contractor warrants that all software, firmware and hardware product(s) delivered to the Commonwealth of Virginia under any agreement, and which is used in accordance with the product documentation provided by the contractor, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations.

Any product provided under this Agreement discovered not to be compliant after acceptance shall be corrected by the contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the contractor to default action.

The contractor shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under this agreement or for correcting any previously owned Commonwealth products that are used in combination with the contractor's product(s); however, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the contractor shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that date data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.

- IX. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38-88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the "Governing Rules" and the *Purchasing Manual for Institutions of Higher Education and Their Vendors.*"

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

**CONTRACTOR: MCW SOLUTIONS LLC**

**PURCHASING AGENCY: RADFORD UNIVERSITY**

**Print Name:** Chase V. Fisher

**Print Name:** Nancy Pressing

**Title:** Executive Director

**Title:** Senior IT Contract Officer

**Signature:** Chase V. Fisher

**Signature:** Nancy Pressing

**Date:** 5/13/2016

**Date:** 5/18/2016

**Attachment A**

**Request for Proposal (RFP) # R16-024 Dated October 1, 2015**

**and Addenda, including:**

**Addendum 1 Dated October 18, 2015**

**Addendum 2 Dated October 29, 2015**



# **RADFORD** UNIVERSITY

## **PROCUREMENT AND CONTRACTS**

**P.O. BOX 6885**

**501 STOCKTON STREET**

**RADFORD, VA 24142**

## **REQUEST FOR PROPOSAL**

**# R16-024**

## **NETWORKED VIDEO CAPTURE SYSTEM**

**OCTOBER 1, 2015**



***RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP***



## REQUEST FOR PROPOSAL

### RFP # R16-024

**ISSUE DATE:** October 1, 2015

**TITLE:** Networked Video Capture System

**ISSUING AGENCY:** **RADFORD UNIVERSITY**  
Procurement and Contracts  
David E. Armstrong Complex, 501 Stockton St.  
Post Office Box 6885  
Radford, VA 24142-6885

**AGENCY WHERE WORK WILL BE PERFORMED:** Radford University, Radford, VA

**PERIOD OF PERFORMANCE:** Upon Contract execution through January 31, 2021 plus five (5) one-year renewal options or as negotiated.

**SEALED PROPOSALS DUE DATE/TIME:** November 4, 2015 up to and including 3:00 PM Eastern Standard Time  
**PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME CANNOT BE ACCEPTED.**

**OPTIONAL PRE-PROPOSAL CONFERENCE:** See Section IX and Attachment H

**QUESTIONS/INQUIRIES:** E-mail all inquiries for information to: Nancy Pressing,  
npressing@radford.edu  
Questions may be submitted up to five (5) business days before due date.  
RFP Addenda with questions and answers will be published on eVA with RFP.

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO RADFORD UNIVERSITY, PROCUREMENT AND CONTRACTS, POST OFFICE BOX 6885, RADFORD, VA 24142. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: Radford University, Procurement and Contracts, David E. Armstrong Complex, 501 Stockton St., Radford, VA 24142.**

In compliance with this Request for Proposals and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in Attachment (G) - Pricing Table.

Legal Name and Address of Firm (Type or Print):

	Date:	
	Signature:	
	Print Name:	
	Title:	
FEI/FIN/SS No.:	Telephone:	
eVA Vendor ID or DUNS No.:	Fax:	Email:
Check all that apply: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Individual <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Small Business Department of Small Business and Supplier Diversity (DSBSD) Certification No. _____ and Expiration Date: _____ <a href="http://www.sbsd.virginia.gov">www.sbsd.virginia.gov</a> for additional information.		

*Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules or against a offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.*

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**RFP R16-024 Networked Video Capture System****I. PURPOSE**

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiations with one qualified contractor to configure, provide, install, maintain, and support a Networked Video Capture System using controlled access video as an instructional and research tool allowing live observation or review of recordings as well as the ability to mark and add descriptions to specific points in the videos as feedback to students, all as outlined herein, to Radford University, (hereinafter referred to as “RU”, or “the University”), an agency of the Commonwealth of Virginia.

**II. BACKGROUND**

A. **University Background:**

Founded in 1910 as an all-women’s college, Radford University became co-educational in 1972 and was granted university status by the Virginia General Assembly in 1979. Today, the University is a flourishing coeducational, comprehensive public university that is student centered and focused on providing outstanding academic programs to approximately 10,000 students. The University offers excellent educational opportunities to students from all geographic regions of the Commonwealth as well as nationally and internationally. Because of its unique mid-size, the University provides students a winning combination of broad opportunities associated with a large university and highly personalized interactions considered the hallmark of a small institution. Through its six academic colleges, the University offers degree programs at the bachelors, masters, and doctorate levels. Further information about the university can be found at the following website: <http://www.radford.edu>

**Specific Background:** The desired solution will provide a networked video observation system with recording and file transfer capabilities. The Networked Video Capture System includes all hardware, software, installation, service, maintenance, and follow-on orders for use in the new College of Humanities and Behavioral Sciences (CHBS) building at Radford University for academic, clinical, and research applications. The System will integrate Internet Protocol (IP) cameras, storage and control servers, talkback/bug-in-ear features, and control software through an existing secure IP network, and will comply with HIPPA and all other relevant requirements.

This summary describes Radford University’s current application for the RFP; realize this is a cooperative solicitation that allows other agencies (see RFP Section III) to place orders from any resulting contract(s) for related purposes in their unique environment.

**III. CONTRACT PARTICIPATION (cooperative contract)**

- A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public, body, public or private health or educational institutions or lead issuing institution’s affiliated corporations may access any resulting contract 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 the contract terms. The Contractor shall notify the lead-issuing institution in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University 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 Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use

of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be. Please contact the buyer for additional information.

#### IV. **SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION**

- A. It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Radford University has established SWaM goals that are posted to the Procurement and Contract website. Links to the university's SWaM initiative can be located at:

<http://www.radford.edu/content/procurement/home/department-information/swam.html>

See Attachment E for information on reporting spend data with subcontractors and a SWaM Table (Table A only) to complete and submit in the proposal.

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

- A. The Contractor shall furnish all labor, materials, equipment, supervision, etc. to provide a Networked Video Capture System to Radford University as stated in the *Statement of Needs*.

Radford University needs the services of a contractor to provide a Networked Video Capture System as detailed in the Statement of Needs (Attachment F).

**See Attachment F for the Statement of Needs Table, which the Offeror shall complete and submit in the proposal.**

#### VI. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

- A. General Requirements:

1. **RFP Responses:** In order to be considered for selection, the Offeror shall submit to the Purchasing Agency a complete response to this RFP. Proposals shall be a combination of **paper and electronic documents as detailed below, each containing full identical content including all attachments.**

**Format:** Electronic file shall be text searchable using common business software, such as Adobe, Microsoft Word and Microsoft Excel.

**Media:** Include all of the following:

**PAPER DOCUMENTS**

One (1) paper original signed document

**ELECTRONIC DOCUMENTS**

One (1) electronic proposal on a single USB drive

**REDACTED ELECTRONIC DOCUMENT**

One (1) redacted electronic proposal on a USB drive labeled **FOIA** (see FOIA statement below)

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

**FOIA (Freedom of Information Act)** – The one redacted FOIA proposal contains identical content, however it blacks out information that is personally identifiable (such as FIN) and, if applicable, any trade secrets and proprietary information for which the Offeror must invoke in writing the protections of Section 2.2-4342 F of the Code of Virginia. See Section VI, 3, e.

2. Contact: To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the Radford University Procurement Office Contract Officer indicated on the face of this document for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.
3. Proposal Presentation:
  - a. Sign and Complete: Proposals shall be signed by an authorized representative of the Offeror. See page 2. *The original proposal must be clearly marked on the outside of the proposal.* All information requested must be submitted. Failure to submit all information requested may result in the University 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 University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. All information requested by this Request for Proposal on the ownership, utilization, and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. See Attachment E. If an Offeror fails to submit all information requested, the University may require prompt submission of missing information after the receipt of proposals.
  - b. Concise & Clear: 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.
  - c. Organization: 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 attachment, paragraph number, sub letter, 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 sub letter 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.
  - d. Word Usage: As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "must" and "shall" identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
  - e. Binding, Ownership, FOIA: Each copy of the proposal should be bound or contained in a single volume where practical (ex: ring binder, spiral bound, stapled, etc.). All documentation submitted with the proposal should be contained in that single volume. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to Radford 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 2.2-4342 F of the *Code of Virginia*, in writing either before or at the time the data or other material is submitted. The outside of the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g., Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e., words, figures or paragraphs) that contain proprietary or trade secret material 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 will result in rejection and return of the proposal.

- f. **Legal Agreement:** Unless noted in the proposal, a signed and submitted proposal certifies that the firm's principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the university.
4. **Presentations:** Offerors who submit a proposal in response to this RFP may be invited to give a presentation of their proposal to the University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a **fact finding** and **explanation** session only and does not include negotiations. The University will schedule the time and location of these presentations. Presentations are an option for the University and may or may not be conducted.

Radford University expects Offerors who are invited to give an oral presentation that will utilize the person or persons who will be working on the project to conduct the presentation so quality and experience of the contractor's staff can be evaluated prior to making the selection. See Section X for the estimated schedule.

**B Specific Proposal Requirements:** Proposals should be as thorough as possible to allow the University to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors are **required to submit** the following items as a complete proposal:

1. **Complete and Sign:** The return of the completed RFP inside cover sheet (See page 2) and addenda acknowledgements, if any, signed, and filled out as required.
2. **Descriptions:** Within the Statement of Needs Table (Attachment F), include the specific methodology, approach, and plans for providing the proposed services to achieve desired results including:
  - a. What, when, how and by whom the services will be performed.
  - b. Projected timeline for delivery of services relative to award date of the contract.
3. **Experience and Qualifications:** Within or attached to the Statement of Needs Table (See Attachment F) and Offeror Data Sheet (See Attachment D), as appropriate, include a written narrative statement to include:
  - a. Experience of the firm in providing services described herein.
  - b. Names, qualifications and experience of personnel to be assigned to the project, including an organizational chart, individual qualifications and duties, etc.
  - c. Resumes of key employees to be assigned to the project.
4. **References:** Provide references from at least four entities where contractor has provided similar services. See Attachment D
5. **Proposed Price:** Provide a fee structure associated with goods and services proposed to fulfill requirements. This should incorporate financial considerations such as labor costs, overhead, contingency budgets, etc. See Attachment G
6. **Identification on Proposal Envelope:** The signed proposal should be returned to the University to the attention of the identified Contract Officer in a sealed envelope or package with the following identifying information on the outside of the sealed envelope/package:

RADFORD UNIVERSITY SEALED REQUEST FOR PROPOSAL NUMBER \_\_\_\_\_  
 DUE DATE AND TIME: \_\_\_\_\_ FROM: \_\_\_\_\_

## **VII EVALUATION AND AWARD CRITERIA**

- A. Evaluation Criteria:** Proposals will be evaluated for full compliance with the RFP requirements and the mandatory terms and conditions set forth within the RFP document. The objective of the Evaluation Committee will be to select the contractor that is most responsive to the herein described needs and represents the best value for Radford University.

The proposals will be evaluated by Radford University using the following weighted evaluation criteria.

	<b>Evaluation Criteria</b>	<b>Percentage of Points</b>
1	Qualifications and Relevant Experience	15
2	Capabilities, Skills, and Capacity	15
3	Approach and Methodology	35
4	Price	15
5	SWaM - Participation of Small Businesses and Businesses Owned by Women and Minorities	20%
	TOTAL	100%

- B. Award of Contract:** 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 criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, 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 solicitation and the contractor's proposal as negotiated.

#### **VIII. REPORTING AND DELIVERY REQUIREMENTS**

- A. The Contractor shall provide a weekly progress report to the Contract Administrator outlining the following:
1. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
  2. The projected completion dates for the remaining tasks required by the contract.
- B. The contractor shall provide a quarterly report to the Radford University Director of Supplier Diversity and Contract Administration detailing the small business subcontractor spending. See Attachment E

#### **IX. OPTIONAL PRE-PROPOSAL CONFERENCE (in-person or by phone)**

- A. An optional pre-proposal conference will be held October 8, 2015, 3:00-4:30 p.m. Eastern Standard time in the Procurement and Contracts Conference Room located in the Armstrong Complex. The street address is 501 Stockton Street, Radford, VA 24142. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation to the pre-proposal conference.
- B. Submit the Pre-Proposal Conference Registration Form at least 24 hours prior to the conference, whether attending in-person or by phone. This will help us plan for adequate physical and phone space. The phone number and access code will be provided prior to the pre-proposal conference to those who submit a



timely registration request form with 'phone' noted in the last column. Phone attendees should keep their phone on mute unless speaking to minimize background sound. See Attachment H.

- C. The purpose of the conference is to allow potential Offerors an opportunity to present questions and requests for clarification, with final responses provided in an RFP Addendum. The Addendum will include any changes to the RFP. It will also include in-person and teleconference registration information as a reference for possible collaboration, particularly with small, woman-owned, and minority-owned businesses (SWaM).
- D. Potential Offerors may attend via teleconference in lieu of in person. Pre-registration is required at least 24 hours prior to the conference. The phone number and access code will be provided prior to the pre-proposal conference to those who submit a timely pre-registration request form.
- E. Whether attending in-person or via teleconference, Submit this form at least 24 hours prior to conference by email to npressing@radford.edu or fax to 540-831-5946.

**X. RFP ANTICIPATED SCHEDULE (Subject to change)**

- A. The schedule below provides the anticipated week ending date for several progress points within the RFP process, all subject to change. Note that the Proposal Due date is an exact date, not a 'Week Ending' date.

<b>Action Item</b>	<b>Date or Week Ending(w/e)</b>
Issue RFP and Submit to Newspaper	w/e Oct 2, 2015
Optional Pre-Proposal Conference Date (in-person or phone)	Oct 8, 2015 at 3:00 p.m. Eastern time
Proposals Due (see RFP page 2)	Nov 4, 2015 up to and including 3:00 p.m Eastern time
Proposal Evaluations to Procurement and Contracts	w/e Nov 13, 2015
Response to Clarification Questions Due	w/e Nov 20, 2015
Presentations (if required)	w/e Nov 20, 2015
Subsequent Evaluations to Procurement and Contracts	w/e Nov 20, 2015
Negotiations Begin	w/e Dec 11, 2015
Award	w/e Jan 29, 2016
Project Completion	Installation Apr/May 2016, complete and ready for go-live no later than Jun 30, 2016

**XI. INVOICING AND PAYMENT:**

- A. The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices, and Purchase Order number. Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods / services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act. Mail or Email Invoice(s) to:  
 RADFORD UNIVERSITY  
 ACCOUNTS PAYABLE  
 POST OFFICE BOX 6906  
 RADFORD, VA 24142-6906  
 Email: acctspayable@radford.edu
- B. Milestone Schedule  
 Demonstration, acceptance, and milestone payments may be proposed for consideration.

## **XII.    ATTACHMENTS**

Attachments A-C: Informational and Compliance

    Sample Contract

    General Terms and Conditions

    Special Terms and Conditions

Attachments D-I: To be completed and submitted by Offeror

    Offeror Data Sheet

    SWaM Utilization Plan

    Statement of Needs Table

    Pricing Table

    Pre-Proposal Conference Registration Form

    Security Questions for Technology-Related Procurements

Attachment J: Informational and Compliance

    CHBS Floorplans and Initial Furniture Layouts

**RFP R16-024 - Attachment A - Sample Contract****THIS PAGE FOR REFERENCE ONLY - DO NOT COMPLETE FOR RFP R16-024 PROPOSALS****COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract Number: Rxxxxx

This contract entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, located at 801 East Main Street, Radford, VA 24142, hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency, located at 801 East Main Street, Radford, VA. 24142."

- I. **WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
- II. **SCOPE OF WORK:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.
- III. **TERM OF CONTRACT:** From \_\_\_\_\_ through \_\_\_\_\_ with \_\_\_\_\_ **(1) year renewal options or as negotiated, to include all contractual provisions contained herein.**
- IV. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**
  - A. This signed form (Radford University Commonwealth of Virginia's Standard Contract inclusive of Commonwealth of Virginia General Terms and Conditions-Radford University and Special Terms and Conditions.
  - B. Radford University's Request for Proposal (RFP) Rxx-xxx dated \_\_\_\_\_, Addendum xxx dated \_\_\_\_\_. (Attachment A);
  - C. Contractor's Proposal signed and dated \_\_\_\_\_ (Attachment B);
  - D. Contractor's supplemental contract correspondence (Attachment C); (e.g., clarification and negotiation points) dated as follows:
  - E. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal # Rxx-xxx, the Contractor's Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.
- V. **FINANCIAL CONSIDERATIONS:**
- VI. **CONTRACT ADMINISTRATION:**
- VII. **COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:**
- VIII. **SPECIAL TERMS AND CONDITIONS:**

- IX. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38-88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the *"Governing Rules"* and the *Purchasing Manual for Institutions of Higher Education and Their Vendors.*"

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

**CONTRACTOR:**

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**PURCHASING AGENCY: RADFORD UNIVERSITY**

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**RFP R16-024 - Attachment B - General Terms and Conditions****COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS – RADFORD UNIVERSITY**

- A. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the Commonwealth 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 § 9 & 10 of the Governing Rules. 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. (Governing Rules, §35).

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. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating 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 provision of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University and the Commonwealth of Virginia all rights, title and interest in and to all causes of 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.
- C. **ANNOUNCEMENT OF AWARD**: Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, the Radford University will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) and the Procurement and Contracts Public Posting Board for a minimum of ten (10) days.

- D. **APPLICABLE LAWS AND COURTS**: This solicitation 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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Governing Rules, §56). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- E. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.
- F. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. **BID PRICE CURRENCY**: Unless stated otherwise in the solicitation, offerors shall state offer in U.S. dollars.
- H. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
1. The parties may agree to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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 Purchasing Agency 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify Radford University of the adjustment to be sought, and before proceeding to comply with the notice, shall await the University's decision affirming, modifying, or revoking the prior written notice. If Radford University decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University 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 Purchasing Agency'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 in 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 the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fails 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 clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor 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 Purchasing Agency or with the performance of the contract generally.

- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation by the designated time indicated. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or 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.
- K. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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 the Commonwealth may have.
- L. **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 manufacturer, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; (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 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, possession or use of any controlled substance or marijuana during the performance of the contract.

- M. **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.

- N. **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 the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth 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 the current fees are as follows:

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

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 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes. **(\*Updated by DP&S July 1, 2014).**

You are required to register through the eVA website at ([www.eva.virginia.gov](http://www.eva.virginia.gov)). Click on the "Vendor" tab and follow the registration instructions. If you need assistance, or online directions, please contact Radford University at (540) 831-5429.

- O. **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.
- P. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage 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 § 25 of the Governing Rules. 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 COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

- Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in number of employees that change their workers' compensation requirements under the Governing Rules during the course of the contract shall be in noncompliance with the contract.
- Employer's Liability - \$ 100,000.
- Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage,



personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

- Automobile Liability - \$1,000,000 combined single limit (Required if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<b>Professional Service</b>	<b><u>Limits</u></b>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos, Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals or Health Maintenance Organizations) \$1,725,000 per occurrence, \$3,000,000 aggregate NOTE: Limits increase each July 1 through fiscal year 2031, as follows:	
	July 1, 2013 - \$2,100,000
	July 1, 2014 - \$2,150,000. This complies with §8.01-581.15 of the Code of Virginia.
Insurance Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Professional Service Limits	
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

\*When Used: FOR CONSTRUCTION SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED. Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. When soliciting one of the Professions/Services listed above the specific profession/service referenced in the bid/offer shall apply. When not soliciting any of the professions/services in the bid/offer they will not apply to the solicitation.

**Q. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:**

1. Failure to submit a proposal on the official state 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.

- R. NONDISCRIMINATION OF CONTRACTORS:** An 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, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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.

S. **PAYMENT:**

1. Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Radford University's payment address is as follows:

**RADFORD UNIVERSITY**  
**ATTN: ACCOUNTS PAYABLE**  
**PO BOX 6906**  
**RADFORD, VA. 24142**  
**Email: acctspayable@radford.edu**

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods and services provided under this contract or purchase order, that are to be paid with public funds shall be billed by the contractor at the contract price, regardless of which public agency 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 the Commonwealth 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 an agency of its prompt payment obligations with respect to those charges which are not in dispute (Governing Rule §53.)

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment record for work performed by the subcontractor(s) under the contract; or

- 2) To notify the agency 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 prohibited under the terms of the contract) on all amounts owed by contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, 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 the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only substantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- T. **PRECEDENCE OF TERMS:** The following General Terms and Conditions COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS. APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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.
- U. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor's 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 University Procurement and Contracts Office and may also be viewed at <https://vascupp.org>.
- V. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the services and/or furnish the goods contemplated therein.
- W. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption number is 54-73-0076K.

- X. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.
- Y. **TRANSPORTATION AND PACKAGING**: By submitting their proposals, all offerors certify and warrants 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.
- Z. **USE OF BRAND NAMES**: Unless otherwise provided in this solicitation, 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 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 the Commonwealth 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. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring the bid nonresponsive. 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 solicitation.

**RFP R16-024 - Attachment C - Special and Special IT Terms and Conditions****Special Terms and Conditions**

1. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Radford University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Radford University has purchased or uses any of its products or services, and the contractor shall not include Radford University in any client list in advertising and promotional materials.
2. **AS BUILT DRAWINGS**: The contractor shall provide the Commonwealth 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 Radford University 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 the Commonwealth upon completion of the work and prior to final payment.
3. **ASSIGNMENT OF CONTRACT**: The contractor cannot assign a contract in whole or in part without the prior written consent of the University.
4. **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.
5. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**: A contractor organized as a stock or non-stock corporation, limited liability company, business, trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.
6. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
7. **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 Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but not need be the sole determining factor. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Radford University shall cancel this Request for Proposal or reject proposals at any time prior to

award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, 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 solicitation and the contractor's proposal as negotiated.

8. **BEST AND FINAL OFFER:** 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 rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
9. **CANCELLATION OF CONTRACT:** Radford University 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 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 contract of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
10. **CODES AND STANDARDS:** All materials, equipment, and installation work shall be in compliance with specifications contained herein and all applicable codes and standards to include the Virginia Uniform Statewide Building Codes.
11. **COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue until either a Contractor has been selected or the University Procurement and Contracts Department rejects all proposals. Formal communications shall be directed to the University Procurement and Contracts Department. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
12. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
13. **CONTINUITY OF SERVICES:**
  - A. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:

- i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    - ii. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - iii. That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  - B. The Contractor shall, upon written notice from the Contract Office, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contractor Officer's approval.
  - C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- 14. CONTRACT ADMINISTRATION:** Radford University assigns "Contract Administrators" to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be provided at contract execution.
- 15. CONTRACT PARTICIPATION:** Under the authority of §6 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia* (copy available at <https://vascupp.org/rules.pdf>). Cooperative Procurement, it is the intent of this solicitation and resulting contracts to allow for cooperative procurement. Accordingly, any public, body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract 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 the contract terms. The Contractor shall notify the lead-issuing institution in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University 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 Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

Please contact the buyer for additional information.

- 16. CONTRACTOR PERSONNEL:** All employees of the contractor shall comply with the rules and regulations of the University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the contractor is objectionable to the University that employee shall be removed by the contractor from the University grounds and shall not again be employed by the contractor on University grounds until approved by the University.
- 17. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified:

Contractor Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_

License No. \_\_\_\_\_ Type: \_\_\_\_\_

- 18. CONTRACTOR REGISTRATION:** As applicable for the proposed solution, 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 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 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) or more the offeror is 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 tradesman license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. As applicable, the offer 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 University in writing when requested to do so before or after the proposal submission, he may be deemed to be in



violation of § 54.1-1115 of the *Code of Virginia* (1950) as amended, and his proposal may not be considered.

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

- 19. 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.
- 20. DELIVERY:** State your **earliest firm delivery or performance date:** \_\_\_\_\_, **20** \_\_\_\_\_. This date may be a factor in making the award.
- 21. 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.
- 22. DELIVERY NOTIFICATION:** Radford University shall be notified on a day the University is open that is at least 48 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 the Contract Administrator named at the time of contract execution or their designee who may be subsequently named in writing by the Contract Administrator.

**23. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS (Effective July 1, 2014):**

eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract may result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order. Vendor transaction fees are determined by the date the original purchase order is issued.

- a. For orders issued July 1, 2014, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term

contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- 24. EXAMINATION OF DOCUMENTS AND SITE:** The failure or omission of any offeror to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint her/himself with conditions therein existing shall in no way relieve any offeror from any obligations with respect to his proposal or to the contract. The submission of a bid shall be taken as Prima Facie evidence of compliance with this section.
- 25. EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for complete installation ready for the University's use, and shall include all applicable freight, inside delivery, travel, and installation charges; extra charges will not be allowed.
- 26. 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.
- 27. IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

**From:**

<b>Name of Offeror:</b>	<b>RFP#</b>
<b>Address:</b>	<b>Due Date:</b> <b>Time:</b>
	<b>RFP Title:</b>
<b>City, State, Zip Code</b>	<b>Contract Officer:</b>

This envelope should be addressed as directed on the Request For Proposal Face Sheet of this solicitation. If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, 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 offers should be placed in the envelope.

- 28. 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 issuing 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.

- 29. 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 the Commonwealth. Arrangements for site visitation may be made by contacting the Contract Officer named on page one of RFP R16-024:


- 30. INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- 31. KEYS:** If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- 32. LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code; then the offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items as products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- 33. LATE PROPOSALS:** To be considered for selection, proposals must be received by the Issuing Agency by the designated date and hour. The official time used in the receipt of proposal is that time on the automatic time stamp machine in the Issuing Agency. 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 Office, private couriers, or the interuniversity 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. \*Proposal receipt scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regularly scheduled business day.**
- 34. LICENSE/REGISTRATION:** The contractor shall possess and maintain through the period of the contract performance, all licenses required by Federal or Commonwealth of Virginia Laws or Regulations for the performance of any and all work required by this contract. Contractor shall provide written proof of licensing/registration when requested by the University.
- 35. 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.
- 36. MAINTENANCE RENEWAL:** Maintenance under this contract shall cover the five-year base contract period and shall be included as part of subsequent contract renewals at the option of Radford University. Should Radford University exercise the option for additional one-year periods beyond the optional renewals, a written notification will be issued to the contractor for each twelve (12) month period that the maintenance services are required after the contract period.

**37. MANUFACTURE’S ACKNOWLEDGEMENT:** Contractor shall submit a manufacturer’s acknowledgement within fourteen (14) days from the date the purchase order was issued verifying that the order has been received by the manufacturer. The acknowledgement shall show that items have been ordered as specified, and the expected delivery date is the same as the purchase order. Contractors who do not submit the acknowledgement within the specified time frame may be considered to be in default. If a contractor encounters a problem with submitting the manufacturer’s acknowledgement, they shall notify Radford University’s Office of Procurement and Contracts with the earliest firm date that acknowledgement shall be received. Upon notification, if it is found to be in the best interest of the University, an extension may be approved. If the new date is not approved or met, the contractor may be placed in immediate default.

**38. PROMPT PAYMENT DISCOUNTS:** Radford University will pay within \_\_\_\_ days after acceptance. A prompt payment discount offered for prompt payment of ( ) calendar days or longer will be calculated in determining net low bid.

**39. NAME OF MANUFACTURER AND SHIPPING POINT:** Each bidder/offeror shall supply in the space below the name and address of the manufacturer of each item offered and the shipping point.

<b>Item Number(s)</b>	
<b>Manufacturer</b>	
<b>Address</b>	
<b>Shipping Point</b>	

**40. NONPROFIT SHELTERED WORKSHOPS AND NONPROFIT ORGANIZATIONS:**

- A. Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to nonprofit sheltered workshops and nonprofit organizations serving the handicapped. A list of nonprofit workshops and nonprofit organizations of Virginia serving the handicapped can be found at [www.vadrs.org](http://www.vadrs.org).
- B. Each prime contractor who is awarded a contract where using a nonprofit sheltered workshop or nonprofit organization serving the handicapped is a condition of the award shall deliver to the agency or institution, on or before request for final payment, evidence and certification of compliance. When a portion of the contract has been subcontracted to these organizations and upon completion of the contract, the contractor agrees to furnish the purchasing office, at a minimum, the following information: name of nonprofit sheltered workshop or nonprofit organization serving the handicapped, telephone number, total dollar amount subcontracted, and type of product/service provided. Final payment under the contract may be withheld until such certification is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

**41. NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this contract, 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 contract.

- A. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

- B. 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;
- C. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- D. 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 of 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, 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

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 (<http://www.section508.gov/>). 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*.

- 42. PARKING POLICY:** All contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to <http://parking.asp.radford.edu/>. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- A. OPTIONAL PREBID/PREPROPOSAL CONFERENCE:** An optional preproposal conference will be held per RFP R16-024, Section IX. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Note that attendance may be in-person or by phone, and the pre-registration form is RFP R16-024, Attachment H.

IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WITH NEED OF REASONABLE ACCOMMODATIONS TO PARTICIPATE IN THIS ACTIVITY, PLEASE NOTIFY CONTRACT OFFICER by EMAIL at [npressing@radford.edu](mailto:npressing@radford.edu) NO LATER THAN 2 business days prior to Pre-Proposal Conference. INDIVIDUALS WITH HEARING/SPEECH DISABILITY ARE ENCOURAGED TO USE THE VIRGINIA RELAY SERVICE. TDD USERS – 800-828-1120.

- 43. 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 skills 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.  
**(Use when subcontracting will be permitted.)**
- 44. PRODUCT INFORMATION:** The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.
- 45. PRODUCT AVAILABILITY / SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The University may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality/subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes available to the contractor.
- 46. PUBLIC POSTING OF COOPERATIVE CONTRACTS:** Radford University maintains a web-based contracts database with a public gateway access via VASCUPP. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- 47. PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the sixty (90) 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 until the solicitation is canceled.
- 48. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those shown.

**49. REFERENCES:** Offeror shall provide on RFP R16-024, Attachment D a list of at least four (4) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

**50. RENEWAL OF CONTRACT:** A contract may be renewed by the Commonwealth after the base period of the contract resulting from RFP R16-024 for successive one year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

- A. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "CPI-U" category of the Consumer Price Index for All Urban Consumers (Current Series) <CPI-U> released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- B. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "CPI-U" category of the Consumer Price Index for All Urban Consumers (Current Series) released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**\*Note: Follow these directions to locate the most recent percentage of increase/decrease:**

Steps	Directions
Go to: <a href="http://www.bls.gov/cpi">www.bls.gov/cpi</a>	Bureau of Labor Statistics website
Under "Browse CPI" go to:	CPI Databases
Under "Database Name" go to:	All Urban Consumers (Current Series) Consumer Price Index – CPI-U
Under "One Screen-Green Icon" go to:	One Screen Data Search
Under Item #1 Selection Area	Click on "On Screen-Data Search"
Under Item #2 Select One or More Items Use the "US City Average"	Whatever you referred to in the renewal clause must be selected here (i.e., other services, services, etc.).
Under Item #3 Seasonably or Not Seasonably	Always select not seasonally adjusted. *Note: Seasonally adjusted figures are for (5) years. Not Seasonally adjusted figures are for (1) year.
Select	GET DATA
A table will populate.	Click "MORE FORMATTING OPTIONS"
A table will populate.	Use the most recent figure available.

**51. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

- A. It is the goal of the Commonwealth that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is practicable for

any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Businesses, a Women-Owned Business or a Minority-Owned Businesses unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If a small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, minority-owned), and type of product/service provided. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.**

- B. Each prime contractor who wins an award in which the provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number of FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.**

**The reporting form for this requirement is RFP R16-024, Attachment E, second page.  
Contact the Contract Officer listed on Page One of RFP R16-024 for the form or information.**

52. **SPECIAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discount immediately to the University during the term of the contract. Such notices shall also advise the duration of the specific sale or discount price.
53. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. 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 assume compliance with all requirements of the contract.

- 54. TRADE SECRETS/PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted by a bidder or contractor in connection with this procurement transaction are not subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure a bidder or contractor must invoke the protection of § 2.2-4318 of the *Code of Virginia*, in writing either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reason 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 secrets or proprietary information. **The classification of an entire bid document, line items prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the bid.**
- 55. USE OF RECYCLED MATERIALS:** Notwithstanding the prohibition against used, damaged or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare of safety requirements or product specifications contained herein. Please provide the following information in this regard:
- A. Do any of the goods offered contain recycled materials? \_\_\_\_ Yes \_\_\_\_ No
- B. If so, please qualify the recycled material content. \_\_\_\_\_
- 56. VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided, once an award is announced, all proposals/bids submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*
- 57. WARRANTY (COMMERCIAL):** The contractor agrees that the goods 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 goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- 58. WORK SITE DAMAGES:** Any damage to existing utilities, equipment of finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the contractor's expense.

**Special IT Terms and Conditions**  
**Information Technology**

1. **TITLE:** Clear and unrestricted title for any item of equipment purchased under this purchase order shall pass to the Commonwealth of Virginia whenever acceptance is provided by the state in accordance with date of acceptance.
2. **DATE OF ACCEPTANCE:** The date of acceptance for all equipment, software, or services shall be the first day after completion of successful installation or testing, or the final acceptance of any services provided unless stated otherwise within the solicitation, the state shall be given thirty (30) days to test the equipment, software or service provided under this purchase order.
3. **CERTIFICATION TESTING PERIOD:**
  - A. **Systems:** The system specified in the contract shall be considered ready for testing upon receipt of documentation from the contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement. The thirty (30) day testing period shall commence on the next calendar day following receipt of this documentation. Upon request, the procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.
  - B. **Hardware:** Equipment ordered herein shall be subject to inspection and a 30-day testing period by the procuring agency. Contractor equipment which is found to not meet the specifications or other requirements of the purchase agreement may be rejected and returned to the vendor at no cost (including return transportation) by the procuring agency. Unless otherwise notified or mutually agreed, acceptance shall become effective at the end of the 30-day testing period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.
4. **CONFIDENTIALITY:**
  - A. **(Commonwealth):** The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342 of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.

- B. (Contractor): The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

5. **DEFINITION:**

- A. **Equipment**: As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.
- B. **Software**: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

6. **DEMONSTRATIONS**: By submitting a proposal, the offeror certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The Commonwealth reserves the right to require offerors to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that a vendor's products will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by a vendor to promptly comply with a request for demonstration could result in their proposal being rejected. Failure to reject shall not relieve the vendor of its obligation to fully comply with all requirements of the contract.
7. **EQUIPMENT ENVIRONMENT**: Environmental specifications for any equipment to be delivered under the resulting contract shall be furnished in writing along with the vendor's proposal, should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. Unless otherwise stated in the solicitation, it will be the procuring agency's responsibility to prepare the site at its own expense to meet the environmental specifications provided.
8. **EXCESSIVE DOWNTIME**: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of in-operability. The period of in-operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than seven (7) consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within seven (7) calendar days following the request for replacement.
9. **LATEST SOFTWARE VERSION**: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

10. **LIMITATION OF USE:** The Commonwealth's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the Commonwealth's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the *Code of Virginia*.
13. **NEW PRODUCTS:** Unless otherwise requested in the solicitation, all equipment furnished under the contract shall be new, unused equipment. All software provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
14. **OPERATIONAL COMPONENTS:** Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule. Note that for RFP R16-024 the CHBS building will have electrical and Internet cabling already installed at the locations designated on the RFP R16-024, Attachment J, and the contractor shall only be responsible for and include pricing for any additional electrical and Internet cabling materials and installation as required by their proposed system.
15. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
16. **PRODUCT SUBSTITUTION:** During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/ or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
17. **QUALIFIED REPAIR PERSONNEL:** All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
18. **RELOCATION OF EQUIPMENT:** Should it become necessary to move equipment covered by the contract to another location, the Commonwealth reserves the right to do so at its own expense. If contractor supervision is required, the Commonwealth will provide prior written notice of the move at least thirty days in advance, in which case the contractor shall provide the required

services and be reasonably compensated by the Commonwealth. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.

20. **REPAIR PARTS:** In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the Commonwealth.
23. **SERVICE REPORTS:** Upon completion of any maintenance call, the contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.
24. **SOFTWARE UPGRADES:** The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
25. **SOFTWARE DISPOSITION:** Unless otherwise instructed by the contractor, the Commonwealth shall render unusable all copies of software acquired under the contract within thirty days of termination of its license, except that the Commonwealth does reserve the right to retain one copy of the software for archival purposes when appropriate.
26. **SOURCE CODE:** In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
27. **TERM OF SOFTWARE LICENSE:** Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
28. **THIRD PARTY ACQUISITION OF SOFTWARE:** The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to

completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

29. **TITLE TO SOFTWARE:** By submitting a proposal, the offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
30. **WARRANTY AGAINST SHUTDOWN DEVICES:** The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.
31. **WARRANTY OF SOFTWARE:** The contractor warrants the operation of all software products for a period of twelve (12) months from the date of acceptance. During the warranty period, the contractor shall provide toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two hour return call response time and complete all necessary patches/fixes within twenty-four (24) hours of initial notification.
32. **YEAR 2000 COMPLIANT (ENABLEMENT WARRANTY):** The contractor warrants that all software, firmware and hardware product(s) delivered to the Commonwealth of Virginia under any agreement, and which is used in accordance with the product documentation provided by the contractor, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations.

Any product provided under this Agreement discovered not to be compliant after acceptance shall be corrected by the contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the contractor to default action.

The contractor shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under this agreement or for correcting any previously owned Commonwealth products that are used in combination with the contractor's product(s); however, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the contractor shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that date data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.

**R16-024 - Attachment D - Offeror Data Sheet**

Attachment D is to be completed and submitted by the Offeror as part of a complete Proposal.

\*Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid/offer nonresponsive.

**Qualifications:**

The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

**Vendor's Primary Contact for this RFP:****NAME:****TITLE:****PHONE:****EMAIL:****Years in Business:**

Indicate the length of time the Offeror's company has been in business providing the type of good or service to the type of customer detailed in this RFP:

**YEARS:****MONTHS:**

**References:** Indicate below a listing of at least four (4) current or recent accounts (educational, commercial or governmental) that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact. The Contact should be knowledgeable about the design, implementation, training, and service the Offeror's company provided to the referenced company.

**1) Company:****Contact Name and Title:****Phone: (    )****Email:****Fax: (    )****Project:****Dates of Service:****\$ Value:****2) Company:****Contact Name and Title:****Phone: (    )****Email:****Fax: (    )****Project:****Dates of Service:****\$ Value:**

<b>3) Company:</b>	<b>Contact Name and Title:</b>
<b>Phone:</b> (    )	<b>Email:</b>
<b>Fax:</b> (    )	
<b>Project:</b>	
<b>Dates of Service:</b>	<b>\$ Value:</b>
<b>4) Company:</b>	<b>Contact Name and Title:</b>
<b>Phone:</b> (    )	<b>Email:</b>
<b>Fax:</b> (    )	
<b>Project:</b>	
<b>Dates of Service:</b>	<b>\$ Value:</b>



**LOST ACCOUNTS:** If you have lost accounts in the past (12) twelve months please indicate below providing the reasons as to why.

<b>5) Company:</b>	<b>Contact Name and Title:</b>
<b>Phone:</b> (    )	<b>Email:</b>
<b>Fax:</b> (    )	
<b>Project:</b>	
<b>Dates of Service:</b>	<b>\$ Value:</b>
<b>6) Company:</b>	
<b>Contact Name and Title:</b>	
<b>Phone:</b> (    )	<b>Email:</b>
<b>Fax:</b> (    )	
<b>Project:</b>	
<b>Dates of Service:</b>	<b>\$ Value:</b>

**RFP R16-024 - Attachment E - SWaM Utilization Plan**

Attachment E, Table A is to be completed and submitted by the Offeror as part of a complete Proposal.

- A. Table A - Complete the SWaM Utilization Plan table below and submit with Proposal. See [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov) for additional information on DSBSD certification.

<b>SWaM Vendor Name, Address, Phone</b>	<b>Virginia DSBSD Certification # and Expiration</b>	<b>Knowledgeable Contact Name, Title, Email</b>	<b>Goods/Services to be Provided</b>	<b>\$ Planned Spend and % of Total \$</b>

**\*This information will be used to determine percentage of points assigned to Evaluation Criteria if Offeror is not a DSBSD SWaM certified vendor.**

- B. Table B is not to be completed for the proposal. If contract is awarded, the contractor shall provide the below quarterly report to the Radford University Director of Supplier Diversity and Contract Administration detailing the small business utilization actual spending. The quarterly report will be due the first week of the subsequent month for each quarter year, consisting of Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec. The report must be submitted to the following address (email preferred):
- Radford University  
Director of Supplier Diversity and Contract Administration  
POB 6885  
Radford, Virginia 24142  
amah@radford.edu

Table B is on the following page for reference only – do not complete the Quarterly SWaM Subcontractor Expenditure Reporting Form as part of the proposal.

**THIS PAGE FOR REFERENCE ONLY - DO NOT COMPLETE FOR RFP R16-024 PROPOSALS**

**Radford University**  
**Quarterly SWaM Subcontractor Expenditure Reporting Form**

The subcontractor expenditure information provided on this form will be submitted in an electronic dashboard on behalf of Radford University to the Virginia Department of Small Business and Supplier Diversity (DSBSD). Provide all information requested for actual expenditures for the monthly billing period.

**Reporting Period:** Fiscal Year \_\_\_\_\_ Quarter Ended \_\_\_\_\_

**Prime Contractor Information:** Complete one form for each Prime Contractor

Company Name: _____	Company Contact: _____
Company Address: _____	Company Tax ID: _____
_____	RU Contract/Project ID _____
_____	_____

**Subcontracting Expenditures:** The amount paid by prime contractors to DSBSD-certified SWaM business for work directly traceable to the fulfillment of a contract or project with Radford University.

Subcontractor Name	Subcontractor Tax ID	Category * (MB/WB/SB)	Subcontractor Dollar Amount	DSBSD Certification Number

\* Category: (MB) Minority Business, (WB) Women-owned Business, and (SB) Small Business.  
 (Attach additional pages if necessary)

**Summary of Expenditures by SWaM Category**

Total Subcontracting Amount with Minority Businesses (MB)	Total Subcontracting Amount with Women-owned Business (W)	Total Subcontracting Amount with Small Business (SB)

Submitted by: _____	Name: _____
Title: _____	Signature _____
Telephone: _____	Title _____

**RFP R16-024 - Attachment F - Statement of Needs Table**

Attachment F is to be completed and submitted by the Offeror as part of a complete Proposal.

The desired solution will provide a networked video observation system with recording and file transfer capabilities. The Networked Video Capture System includes all hardware, software, installation, service, maintenance, and follow-on orders for use in the new College of Humanities and Behavioral Sciences (CHBS) building at Radford University for academic, clinical, and research applications. The System will integrate Internet Protocol (IP) cameras, storage and control servers, talkback/bug-in-ear features, and control software through an existing secure IP network, and will comply with HIPPA and all other relevant requirements.

**See R16-024, Attachment J – CHBS Floorplans and Initial Furniture Layout for detailed room information.**

Approximately 30 rooms are color-shaded indicating they are involved in RFP R16-024.

**HIPPA compliance** is applicable only for the suite containing the Center for Assessment and Psychological Services (CAPS) located on the fifth floor (upper left quadrant of floorplan). The CAPS suite includes several rooms shaded green and one shaded pink. The green-shaded rooms include 5204, 5206, 5207, 5208, 5209, 5211, 5213, 5214, 5216, and the orange-shaded room 5202, labeled DVR Closet, will house the isolated HIPPA-only server.

**IRB compliance** should be provided for all the other shaded rooms.

This summary describes Radford University's current application for the RFP; realize this is a cooperative solicitation that allows other agencies (see RFP R16-024, Section III) to place orders from any resulting contract(s) for related purposes in their unique environment.

<i>Item #</i>	<i>Requested Capability</i>	<i>Yes or No</i>	<i>If yes, describe how the capability is provided and relevant details  If no, describe a comparable alternate approach for consideration, if available</i>
<b>1</b>	<b>ESSENTIAL ATTRIBUTES</b>		
1.1	Vendor MUST provide a configuration for the Center for Assessment and Psychological Services (CAPS) suite that complies with HIPPA standard. Other cameras must be configured in a secure manner allowing compliance with IRB, federal law, and state human subjects research Code of Virginia 32.1-162.19; provide details on compliance		
<b>2</b>	<b>QUALIFICATIONS AND RELEVANT EXPERIENCE</b>		
2.1	Should have experience implementing similar camera systems in higher education institutions.		
2.2	Provide full contact information for all references on Attachment D – Offeror Data Sheet		
<b>3</b>	<b>CAPABILITIES, SKILLS AND</b>		

Item #	Requested Capability	Yes or No	If yes, describe how the capability is provided and relevant details If no, describe a comparable alternate approach for consideration, if available
	<b>CAPACITY</b>		
3.1	Describe configuration and implementation team, including team size and skill sets		
3.2	Provide projected timeline after award for solution implementation; include a Gantt chart if possible.		
3.3	Provide training and support for implementation and post-implementation as well as ongoing system maintenance and upgrades		
3.4	Allow Radford University to download all videos if needed and store on another system.		
<b>4</b>	<b>APPROACH AND METHODOLOGY - Capture, Monitor, Talkback, Record, Playback, and Export video</b>		
4.1	Explain technology approach and methodology, and include a simple technology diagram with enough detail to describe the proposed system.		
4.2	High Definition Color Recording and Playback		
4.3	Provide a simplified user experience to integrate viewing and recording from multiple cameras in a single room (see R16-024 Attachment J); e.g., therapist and client or researcher and participant in same room from multiple view-points. These cameras should be grouped such that recording for all cameras in a room can be started and stopped at the same time, and all cameras in a grouped room should have live and playback video display together on the screen.		
4.4	Supports separate, simultaneous recordings in multiple locations with multiple cameras in each location. - e.g., record therapists and clients in different rooms and create separate recordings of each session		
4.5	Supports both locally initiated (manually in observation room),		

Item #	Requested Capability	Yes or No	If yes, describe how the capability is provided and relevant details If no, describe a comparable alternate approach for consideration, if available
	remotely initiated, and schedule initiated recording -- Describe what hardware will be installed in each room for manual start and stop of recording		
4.6	Monitor (live viewing) and Playback from remote locations (e.g., faculty computer in office)		
4.7	Support Talkback features allowing supervisors to discretely talk to therapist/researcher/participants in observation rooms during recording sessions; include detailed specifications for the range of this hardware, security of communications and optional pricing for an appropriate number of these devices.		
4.8	Recording options allow recording at different levels of quality to potentially reduce data storage requirements		
4.9	Monitor (live viewing) and Playback options in full screen or windowed and ability to integrate playback of multiple camera angles. - i.e., either watch multiple camera angles simultaneously or switch between views in real time		
4.10	Ability to edit recordings and add notations and/or bookmarks to recordings (not essential, but ideal capability allows multiple users to add these)		
4.11	Export video in standards based viewable high quality file formats (e.g., wmv, mp4, avi)		
4.12	System should allow permissions to be set on each recording such that only those who need access have access to a specific recording. (e.g., a student and a faculty member may be the only two people with access to a specific recording); describe how the proposed system accomplishes security of videos		
5	<b>APPROACH AND METHODOLOGY – Cameras</b>		
5.1	System supports both fixed and		

Item #	Requested Capability	Yes or No	If yes, describe how the capability is provided and relevant details If no, describe a comparable alternate approach for consideration, if available
	PTZ IP Cameras; Offerors should review RFP R16-024, Attachment J for CHBS floorplans and initial furniture layouts, then make recommendations on where PTZ and where fixed cameras should be used. Recommend number of spares of each camera type for emergency replacement needs.		
5.2	Describe if the proposed system allows for optical and digital zoom; digital zoom is for live observation, recording, and playback		
<b>6</b>	<b>APPROACH AND METHODOLOGY - System Access</b>		
6.1	Should integrate with Shibboleth (optimal), CAS or LDAP for user Authentication; describe authentication process for proposed system		
6.2	System Security is compliant with HIPPA requirements for the CAPS suite described at the beginning of R16-024, Attachment F - Statement of Needs		
6.3	Access to the system is securely controlled with individual and role-based privileges assigned by client system administrator; e.g., depending on permission, users may or may not be able to: observe in a given location, operate PTZ control, initiate recordings, playback recordings, edit recordings, delete or export recordings, share recordings, schedule recordings, or initiate other functions		
6.4	Permissions can be limited by location. -e.g. on-campus only for HIPPA videos, off-campus viewing but not downloading for non-HIPPA videos		
6.5	Recordings in a given database are searchable by information fields, authors, and dates		
6.6	One server will house only HIPPA compliant data and one or more will house all other secure data		

Item #	Requested Capability	Yes or No	If yes, describe how the capability is provided and relevant details If no, describe a comparable alternate approach for consideration, if available
<b>7</b>	<b>APPROACH AND METHODOLOGY – Software</b>		
7.1	Software should support multiple platforms (e.g., PC, Mac, Tablets)		
7.2	Should be a browser-independent system; list current supported browsers (such as Internet Explorer, Chrome, Firefox, Safari) -- Describe process for supporting new browsers -- Describe any client software required for operation of the system.		
7.3	Software used for the system should be a complete, commercial-off-the-shelf (COTS) secure solution currently available for purchase		
7.4	Describe software upgrade process, including frequency, notification, testing, implementation, and fixes; specify when fees do and don't apply		
7.5	Describe the process for your company's acceptance and implementation of client requests for software fixes and modifications; specify when fees do and don't apply		
<b>8</b>	<b>APPROACH AND METHODOLOGY – Other Technology</b>		
8.1	Describe compatibility of proposed system with potential client architecture, operating systems, databases, and other IT variables		
8.2	Scalable licensing to accommodate varied enterprises		
8.3	Fully describe system scalability and any maximums; Radford University estimates current need of approximately 60 cameras in approximately 30 rooms; future and cooperative agency needs will vary		
8.4	Provide all available support options for both hardware and software and describe the Service Level for each of these		





### **RFP R16-024 - Attachment G - Pricing Table**

Attachment G is to be completed and submitted by the Offeror as part of a complete Proposal.

Offerors shall identify **all** costs associated with providing the goods and services as specified in this document and should submit pricing in different formats as hourly rates may apply in certain situations and lump sum pricing may apply in others.

#### **BASIC INFORMATION**

- A. Offerors should submit a fixed price for each line item in the pricing table. The hourly rates should be a schedule of hourly labor rates categorized by labor categories appropriate to perform the services requested. All labor rates shall be inclusive (fully burdened) to include all direct labor, indirect costs, and profit.
- B. Offerors are encouraged to include pricing incentives and relative discounts.
- C. Offerors are encouraged to include lump sum price for all work performed and to include the request for progress payments for work completed if the work is to be completed in phases with associated deliverables. The University reserves the right to withhold a percentage to be paid at the end of the contract period upon satisfactory completion of all work.
- D. Indicate allowed discounts for payment terms less than n30 days.

#### **CRITICAL NOTES**

- A. For RFP R16-024 the CHBS building will have electrical and Internet cabling already installed at the locations designated on the RFP R16-024, Attachment J, and the contractor shall only be responsible for and include pricing for any such additional cabling as required by their proposed system. The floorplans have camera locations marked.
- B. Radford University estimates not more than 60 cameras in approximately 30 rooms should be needed to fulfill RFP R16-024. See R16-024, Attachment J – CHBS Floorplans and Initial Furniture Layouts.

#### **PRICING TABLE**

- A. Enter higher level (roll-up) pricing on the Pricing Table spreadsheet (may add rows as needed), and attach a more detailed pricing spreadsheet to display unit pricing and extended pricing based on proposed estimated quantities.
- B. Clearly identify line items required to fulfill RFP R16-024 and items that are offered as optional add-ons for consideration. Include pricing for your recommended number of spares of each camera type for emergency replacement needs, as quantified in Attachment F – Statement of Needs, Item 5.1.
- C. Provide labor to install proposed system as a fixed price. Also include a table of labor rates applicable for additional related services.
- D. Prices are fixed for any resulting contract base term (five years listed on RFP R16-024, page one) with potential negotiated adjustments at contract renewal limited to the CPI-U Index published by the Bureau of Labor Statistics for the then most recent twelve month period.

<b><i>Line Item</i></b>	<b><i>Description Provide additional description as appropriate for clarity of offer</i></b>	<b><i>Notes on Price Details, Factors, and Discounts</i></b>	<b><i>Fixed Price for each Line Item</i></b>
1			
2			
3			
4			
5			

**RFP R16-024 - Attachment H - Pre-Proposal Conference Registration Form**

If planning to attend the Optional Pre-Proposal Conference:

Complete and submit this registration form at least 24 hours prior to the conference.

Send by email to [npressing@radford.edu](mailto:npressing@radford.edu) or fax to 540-831-5946.

We request that you **email QUESTIONS in advance to [npressing@radford.edu](mailto:npressing@radford.edu)** as this better allows us to respond during the conference.

If questions about registration or teleconference access, email above or call 540-831-5090 or during conference call 540-831-5419.

<b>OPTIONAL PRE-PROPOSAL CONFERENCE REGISTRATION FORM</b>
-----------------------------------------------------------

<b>RFP # and Title:</b>	<b>R16-024    Networked Video Capture System</b>
-------------------------	--------------------------------------------------

<b>Conference Date &amp; Place:</b>	<b>Radford University, October 8, 3:00-4:30 p.m. Eastern time</b>
-------------------------------------	-------------------------------------------------------------------

<b>Facilitator:</b>	<b>Nancy Pressing, Senior IT Contract Officer</b>
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Name and address of Company employing individuals below:

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Individual Name	Title	Phone & Email	Attending in-person or by phone

**NOTE:** Phone attendees should keep their phone on mute unless speaking to minimize background sound.

**RFP R16-024 - Attachment I - Security Questions for Technology-Based Procurements**

<b>Name of Technology</b>	
<b>Name of Company</b>	
<b>Contact Information</b>	

If purchased, The University reserves the right to conduct an IT security assessment on the product(s), system(s) and/or service(s) once delivered to validate the responses to questions below.

If evaluation copies or instances are available for testing, they should be provided to the IT Security Office through the Contract & Procurement Office prior to purchase.

<b>1</b>	<b>DOCUMENTATION</b>		
	<b><i>Question</i></b>	<b><i>Response</i></b>	<b><i>Internal Use</i></b>
1.1	Do you have a completed Shared Assessments full SIG questionnaire?		
1.2	Have you undergone a SAS 70 or SSAE 16 audit?		
1.3	Do you have a documented change management process?		
1.4	Do you have a formal Incident Response plan?		
<b>2</b>	<b>APPLICATION/SERVICE/DATA SECURITY</b>		
	<b><i>Question</i></b>	<b><i>Response</i></b>	<b><i>Internal Use</i></b>
2.1	Describe the level to which the roles and permissions can be customized by The University.		
2.2	What specific encryption algorithms are employed for your product(s), system(s) and/or service(s)?		
2.3	Is all sensitive data (i.e. Social Security Numbers, Credit Card Numbers, Health Information, etc.) encrypted in transit and at rest? If not, please explain.		
2.4	Will University data be encrypted at rest? (Whole Disk Encryption, DB encryption, column level encryption inside a DB)		
2.5	Describe the mechanism for transferring data from The University to your organization. Are these transfers logged?		
2.6	Is login information such as user name and password encrypted during transmission from the client to the server? NOTE: Base-64 encoding is		

	not acceptable.		
2.7	Are passwords hashed, so they cannot be decrypted? (SHA-1, SHA-256, MD5, ...)		
2.8	Does your product(s), system(s) and/or service(s) prevent the use of shared credentials or accounts including administrative accounts?		
2.9	Describe how your product(s), system(s) and/or service(s) authenticate and authorize users?		
2.10	Does your product(s) and/or system(s) facilitate compliance with Federal and State laws, such as FERPA, HIPPA and PCI?		
2.11	Is all access, including administrative accounts, controlled and logged (i.e. firewalls, file system permissions, ACLs, database table permissions, packet logs, etc.)? If not, please explain.		
2.12	Will The University data be used in test or development environments?		
2.13	Does your company own the physical data center where The University's data will reside?		
2.14	Do any of your servers reside in a co-located data center?		
2.15	If you are using a co-located data center, does this data center operate outside of the United States?		
2.16	If this co-located data center operates outside of the United States, will any of The University's data ever leave the United States?		
2.17	If The University data will leave the United States, please list all countries where it will be stored.		
2.18	Is there a contract in place to prevent data from leaving the United States?		
2.19	If you are using a co-located data center, please describe how networks and systems are separated.		
2.20	Are intrusion detection technologies and firewalls utilized on the hosted system(s)?		
2.21	Describe how your facility is physically secured?		
<b>3</b>	<b>THIRD PARTIES</b>		

	<i><b>Question</b></i>	<i><b>Response</b></i>	<i><b>Internal Use</b></i>
3.1	Will The University data be shared with or hosted by any third parties?		
3.2	If so, list all 3rd parties that will host or have access to The University data.		
3.3	Do you perform security assessments of third party companies?		
3.4	If you do assess third parties, please describe assessment methodology.		
3.5	How often do you reassess third party companies?		
3.6	Briefly explain why each of these third parties will have access to The University data.		
<b>4</b>	<b>PASSWORD/PASSPHRASE MANAGEMENT</b>		
	<i><b>Question</b></i>	<i><b>Response</b></i>	<i><b>Internal Use</b></i>
4.1	Can you enforce password / passphrase aging requirements?		
4.2	Can you enforce password / passphrase complexity requirements?		
4.3	Are user account passwords / passphrase visible in administration modules?		
4.4	Are stored user account passwords / passphrases hashed?		
4.5	What algorithm is used to hash passwords?		
<b>5</b>	<b>VULNERABILITY ASSESSMENT/MITIGATION</b>		
	<i><b>Question</b></i>	<i><b>Response</b></i>	<i><b>Internal Use</b></i>
5.1	The OWASP 10 identifies the most critical web application security flaws. How does your organization address and mitigate the common application risk identified by the OWASP Top 10. Information about the OWASP Top Ten can be found at <a href="https://www.owasp.org/index.php/OWASP_Top_Ten_Project">https://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> .		
5.2	Are your applications scanned for vulnerabilities by a qualified 3rd party?		
5.3	Are your systems scanned for vulnerabilities by a qualified 3rd party?		
5.4	Are your applications scanned for vulnerabilities prior to new releases?		
5.5	What application and operating system vulnerability scanning companies do you use?		

5.6	How often are operating systems and applications scanned?		
5.7	Are updates to your product released on a regular schedule?		
5.8	How are critical security patches applied to your systems and applications?		
5.9	Will we be notified of major changes to your environment that could impact our security posture?		
5.10	Computer and network security is of paramount concern. The SANS Institute and the FBI have released a document describing the Top 20 Internet Threats. How does your organization address and mitigate the common application risk identified within the Top 20 Internet Threats? The document is available at <a href="http://www.sans.org/top20.htm">www.sans.org/top20.htm</a> for review.		
6	DISASTER RECOVERY/BACKUPS		
	Question	Response	Internal Use
6.1	Do you have a disaster recovery plan?		
6.2	Are components of your disaster recovery plan located outside of the United States?		
6.3	When was the last time you tested your disaster recovery plan?		
6.4	Are you performing backups?		
6.5	What type of media is used for backups?		
6.6	How long are these backups kept?		
6.7	How is backup media destroyed?		
6.8	Are you encrypting your backups?		
6.9	Will you be willing to encrypt backups of The University data?		
6.10	Are these backups taken offsite?		
6.11	Where are all the locations that will store The University backup data? Please list by country if located outside of the United States.		

<b>7</b>	<b>EMPLOYEE POLICIES/SECURITY AWARENESS</b>		
	<i>Question</i>	<i>Response</i>	<i>Internal Use</i>
7.1	Do you perform background screenings on employees?		
7.2	Do you have an information security awareness program?		
7.3	Is the security awareness training mandatory for all employees?		
7.4	How frequently are employees required to undergo the security awareness training?		
7.5	Do your employees hold Information Technology Security certifications and/or secure coding? If so, which ones?		



**RFP R16-024 - Attachment J - CHBS Floorplans and Initial Furniture Layouts**

Attachment J is published on eVA as a separate document under RFP R16-024 due to file size for downloading.

**Notes:**

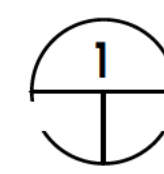
1. CHBS (pronounced chubs) is the College of Humanities and Behavioral Sciences
2. RFP R16-024 involves only floors 1 and 3 through 5 of the CHBS building.
3. R16-024, Attachment J has color-shading on all rooms related to R16-024 for easy reference.
4. R16-024, Attachment J contains two pdf files:
  - a. R16-024\_CHBS\_Floorplans (communications) showing locations where electrical and Internet cabling will be already installed. The file includes the following pages:
    - i. Legends, abbreviations, and general notes
    - ii. First floor plan
    - iii. Third floor plan, part A
    - iv. Third floor plan, part B
    - v. Fourth floor plan, part A
    - vi. Fourth floor plan, part B
    - vii. Fifth floor plan, part A
    - viii. Fifth floor plan, part B
  - b. R16-024\_CHBS\_Furniture is for reference only and includes the following pages:
    - i. First floor plan
    - ii. Third floor plan
    - iii. Fourth floor plan
    - iv. Fifth floor plan
5. For RFP R16-024 the CHBS building will have electrical and Internet cabling already installed to the sites so designated on RFP R16-024, Attachment J, file name R16-024\_CHBS\_Floorplans. The contractor shall only be responsible for and include pricing for any such additional cabling as required by their proposed system.
6. There are several minor revisions to the Initial Furniture Layouts. Note the following:
  - Room 3014 now has a rectangle table with 8 total chairs (2 chairs each side)
  - Room 4008-4011 each now has 3 chairs and 2-back-to-back desks in each room
  - Room 5209 & 5211 each now has a square table in middle with 4 total chairs (2 chair each side)
  - Room 5204 now has a large rectangle table with 12 total chairs



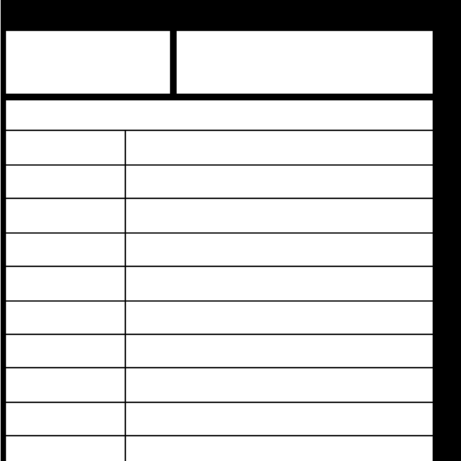
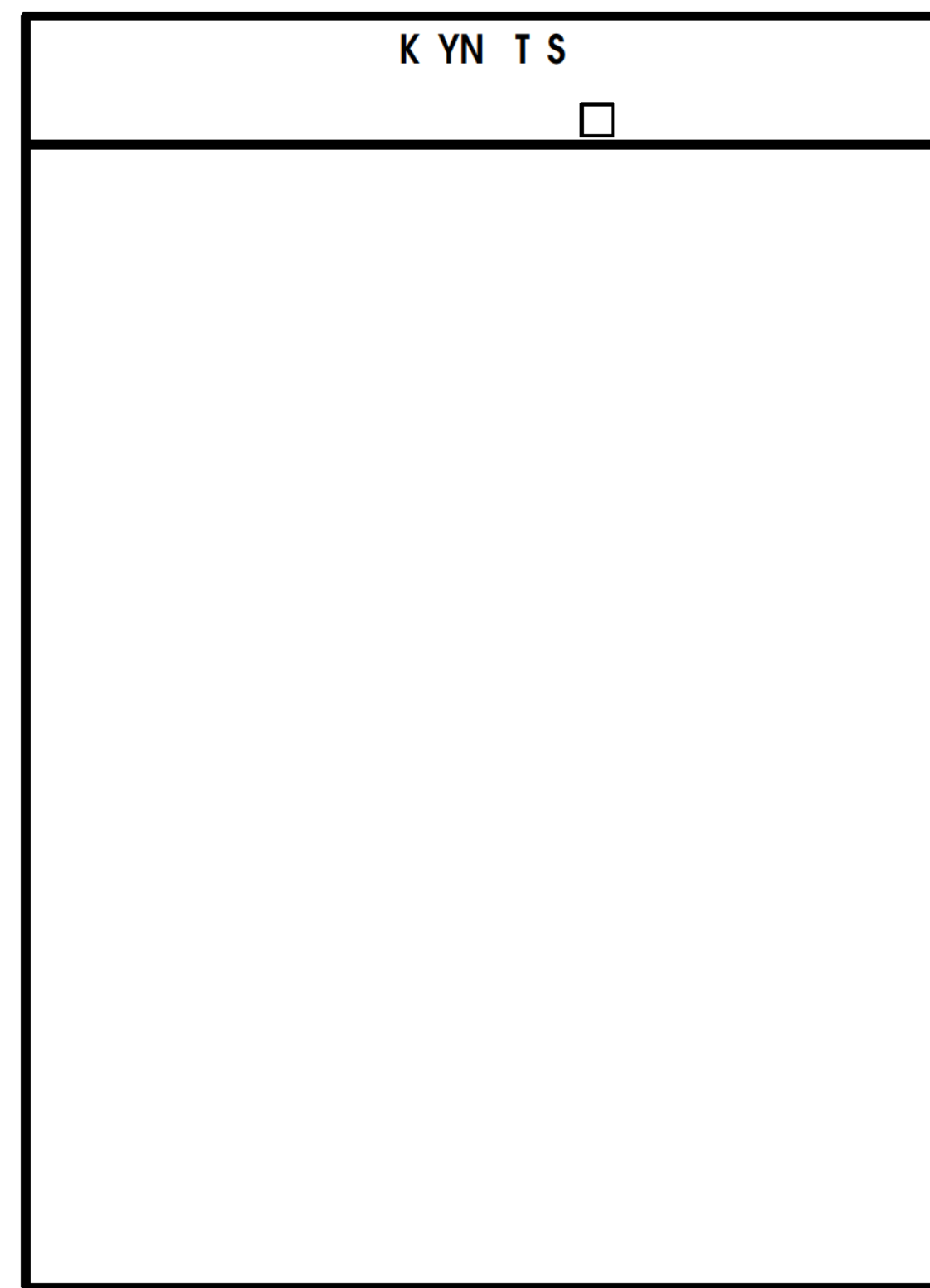
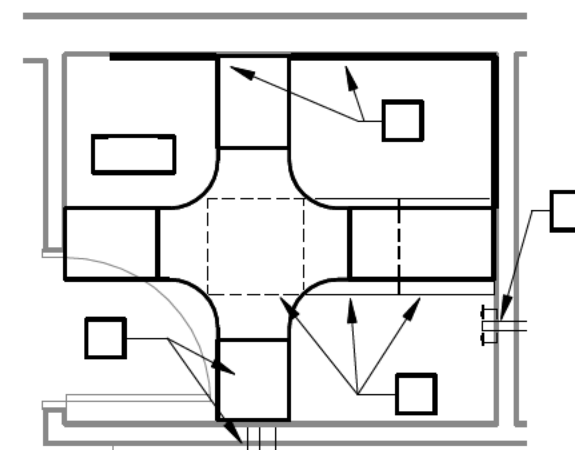




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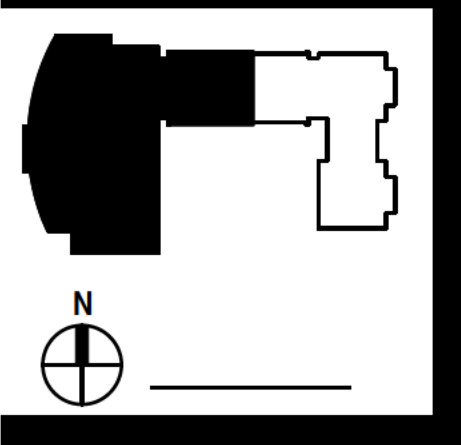
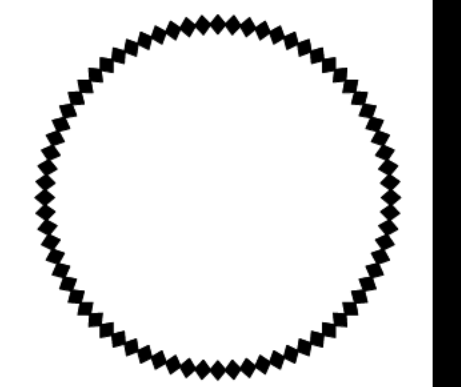
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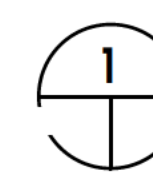
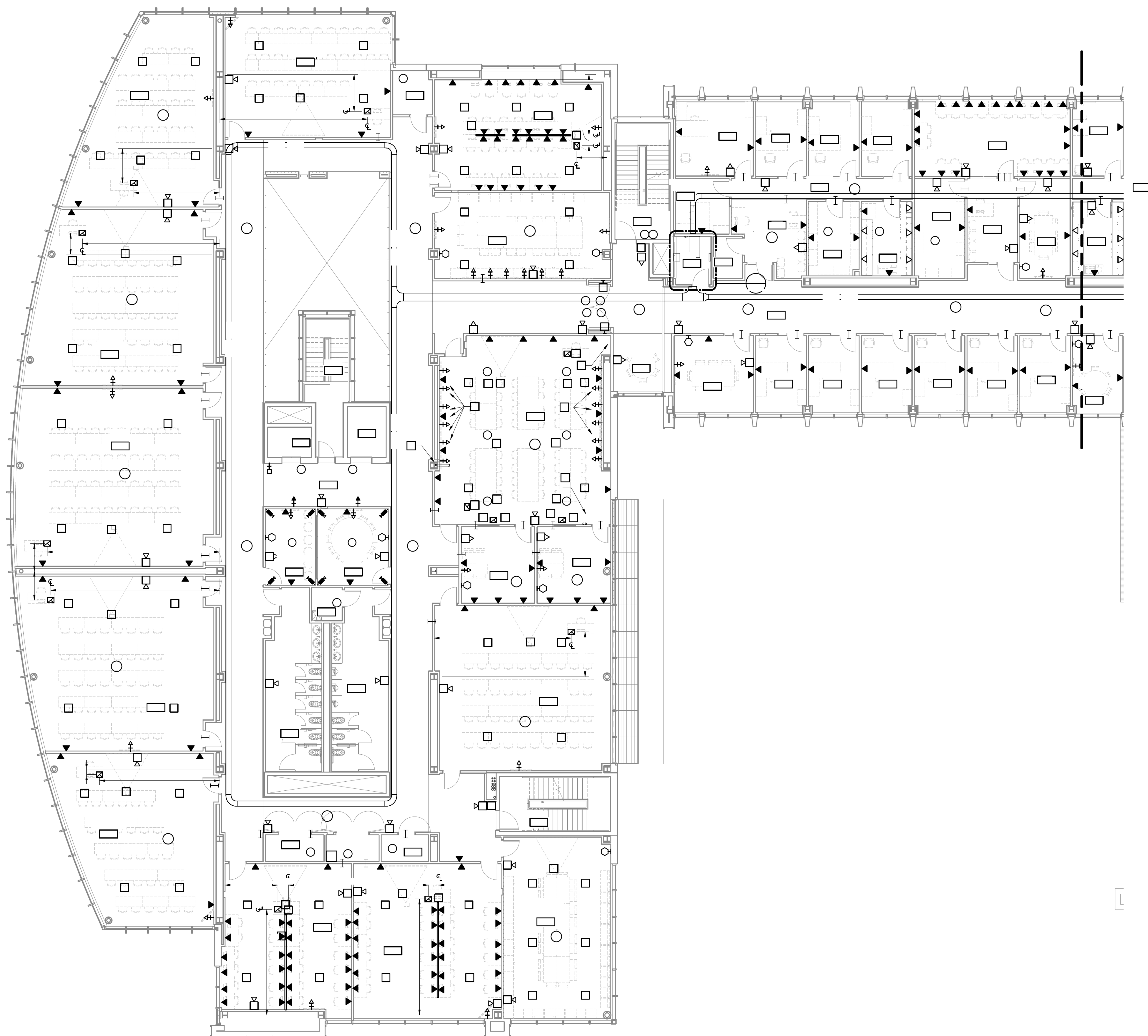
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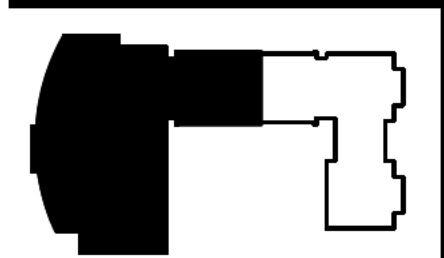

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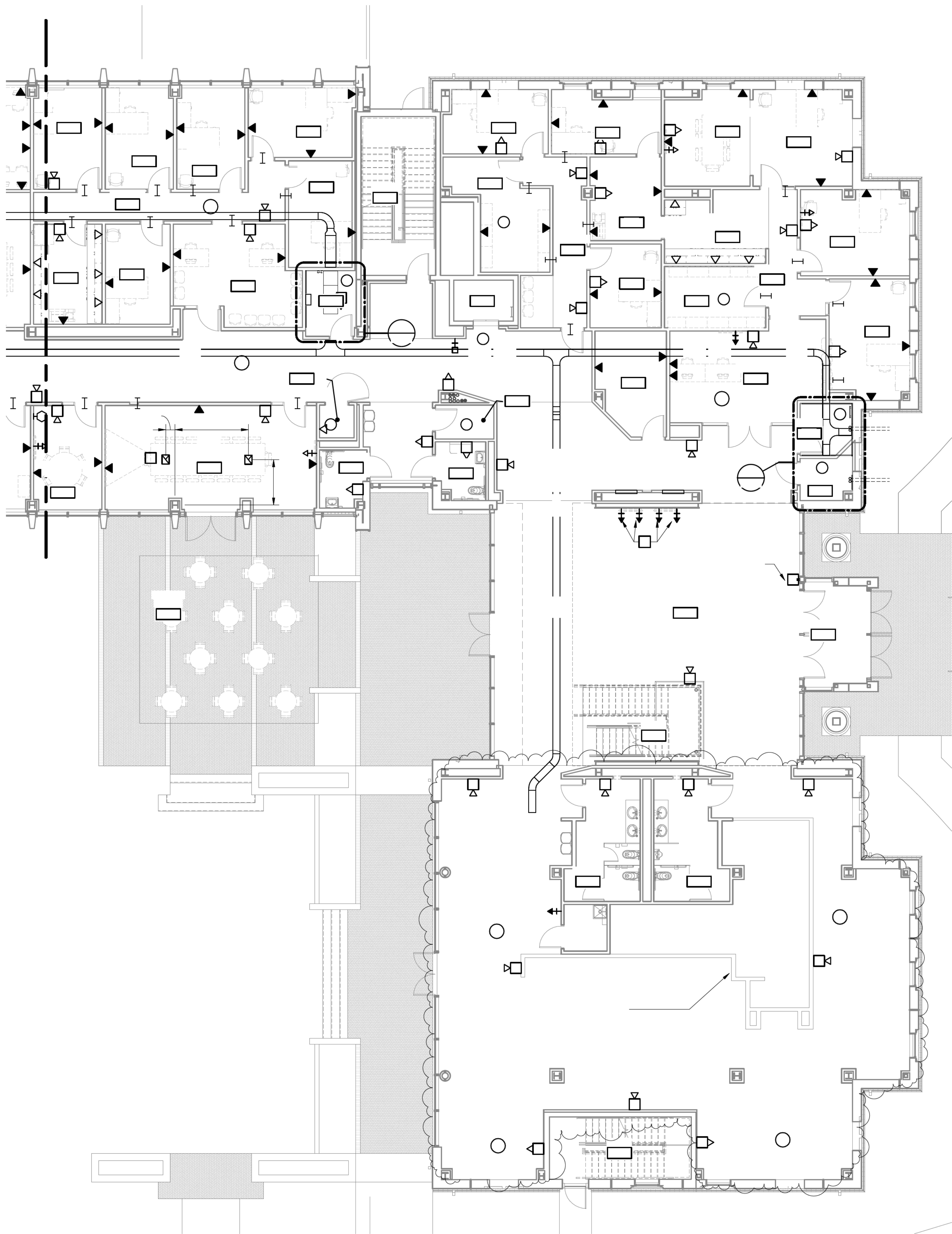


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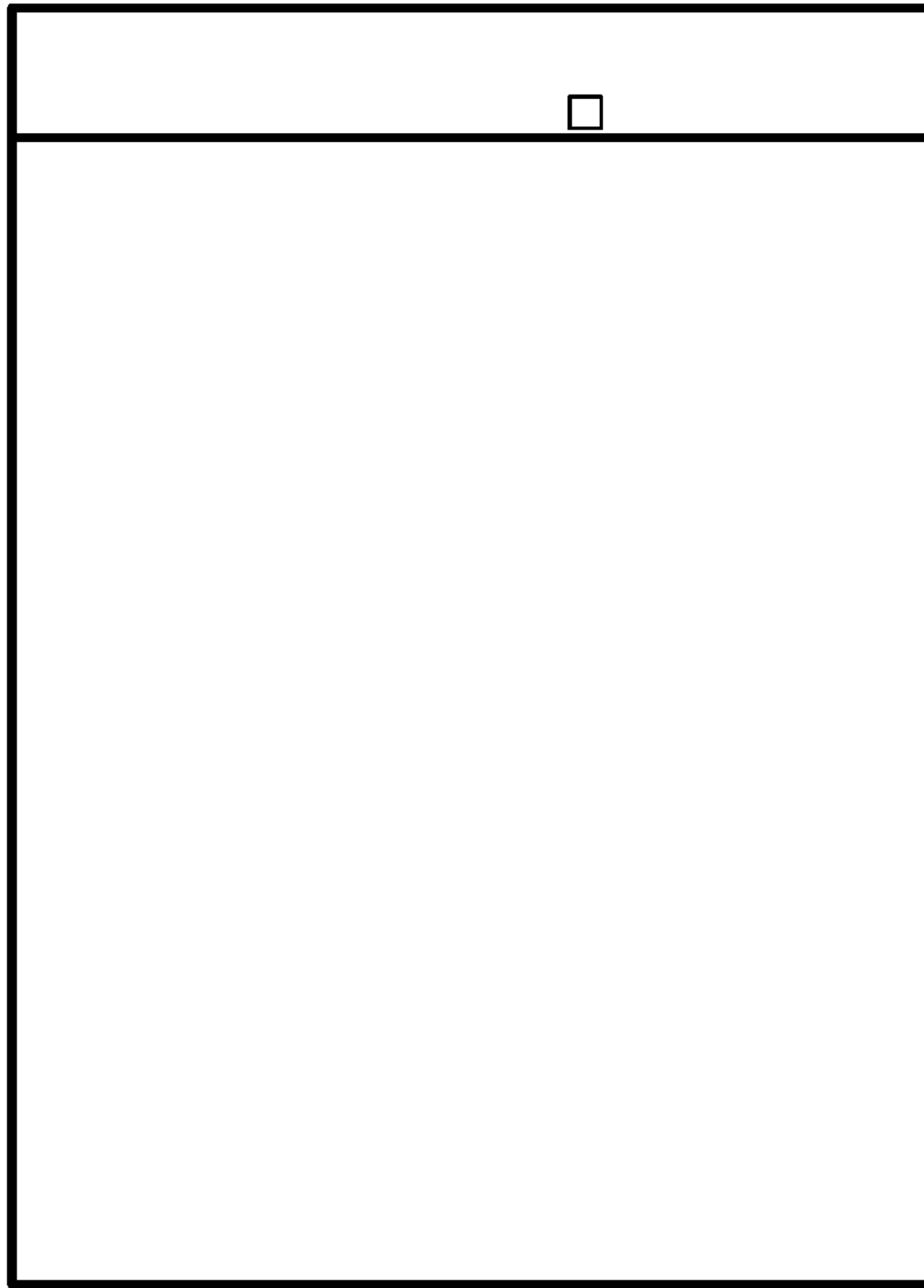
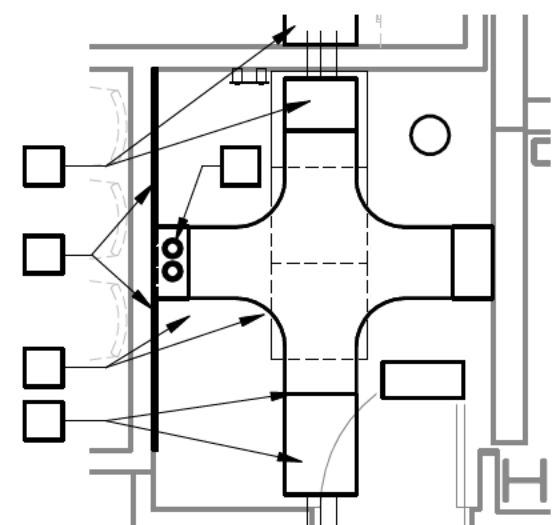
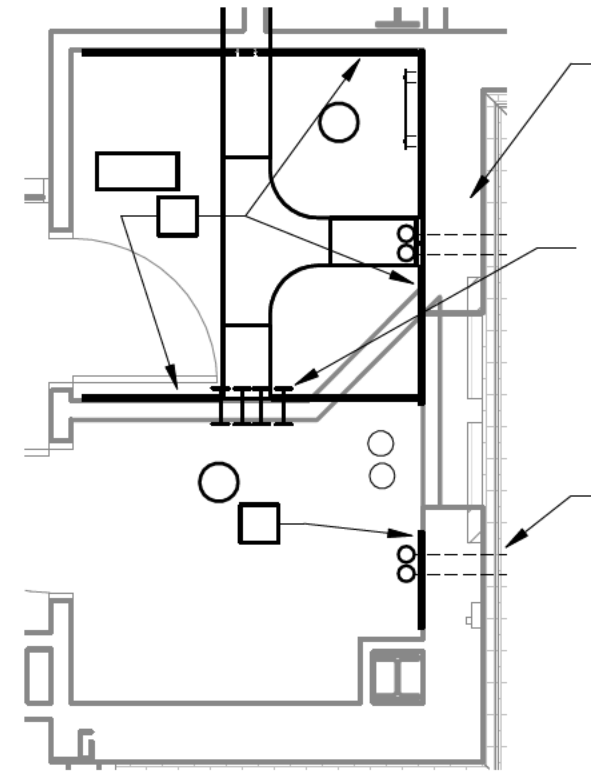


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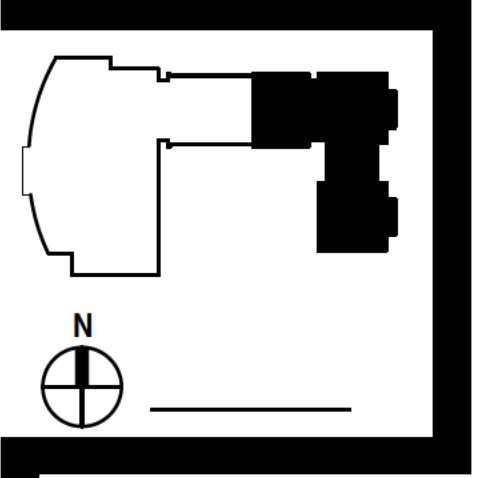
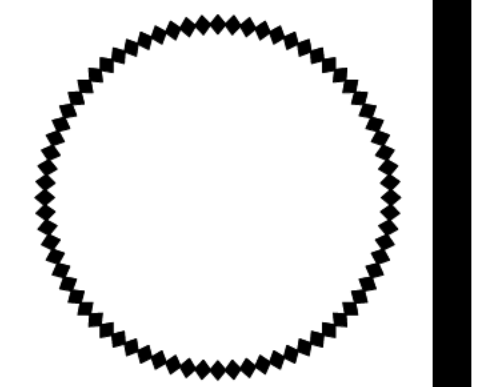
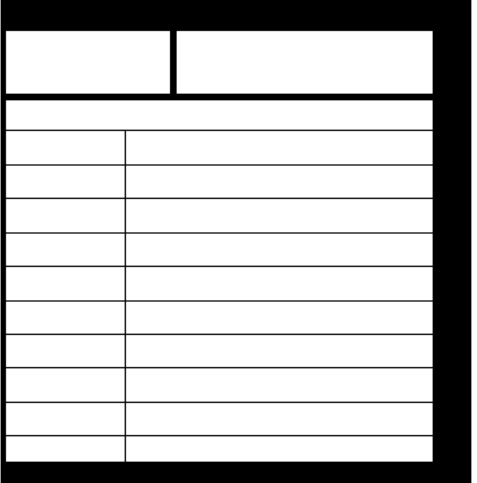
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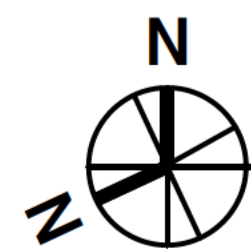
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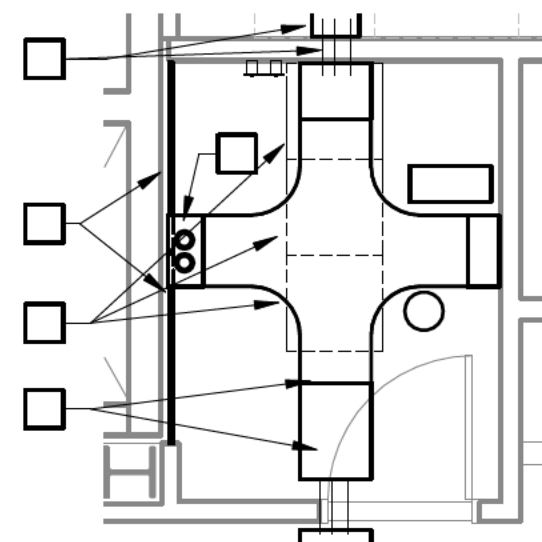
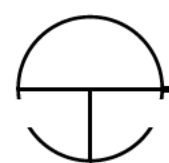
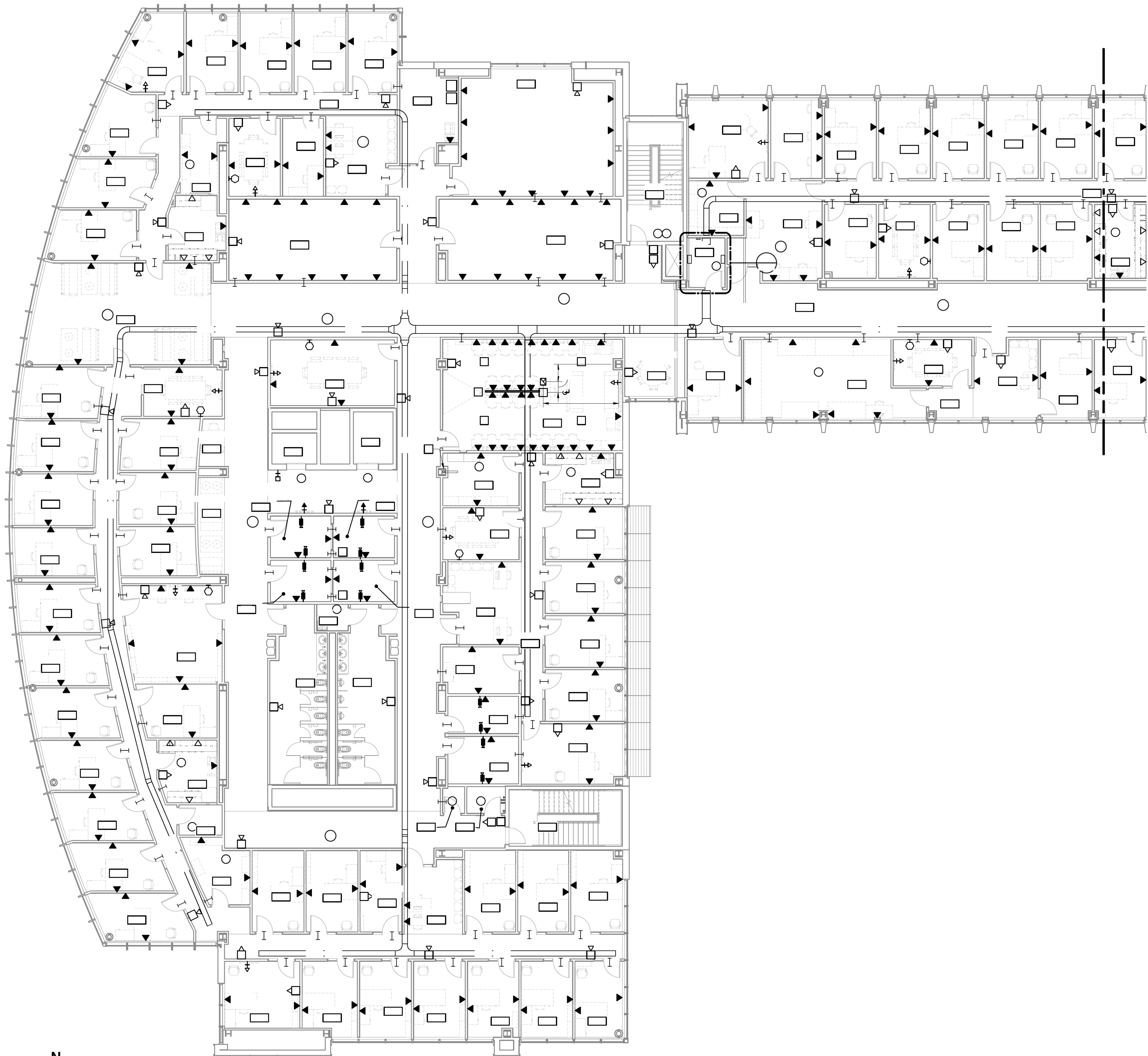
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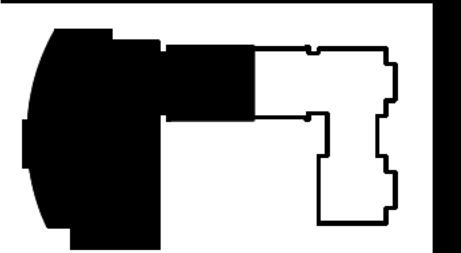
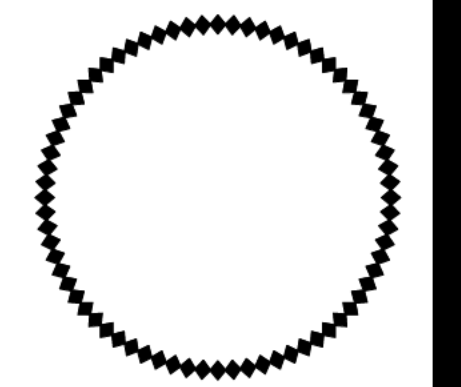
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