

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: MCW Solutions, LLC. Subcontractor Name: _____
License No. 2705094593 Type: VA Class A Contractor - ESC

- 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.: 2705094593 Specialty: VA Class A Contractor - ESC
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:** March 30, 20¹⁵. This date may be a factor in making the award. **This is assuming award is made in accordance with the RFP dictated schedule.**
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.

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, 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. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

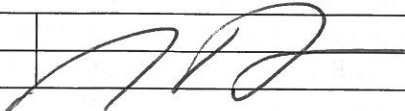
- 24. EXAMINATION OF DOCUMENTS AND SITE:** The failure or omission of any offeror to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint her/himself with conditions therein existing shall in no way relieve any offeror from any obligations with respect 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:**

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

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:

Principle Signature

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.

Item Number(s)	
Manufacturer	Please reference MCW Response to RFP Attachment B for compliance to this requirement. Our price proposal contains the information here-in requested.
Address	
Shipping Point	

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.
- 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 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: www.bls.gov/cpi	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.



MCW Response to RFP R16-024 - Attachment F - Statement of Needs Table (RFP Section B.2)

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
1	ESSENTIAL ATTRIBUTES		
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	Yes	MCW recognizes that devices used for recording may be subject Electronic Protected Health Information (e-PHI) and the Security Rule. Further, the Security Rule has (3) primary components: Administrative safeguards, Physical safeguards, and Technical safeguards. This RFP is relative to the Technical application of the Security Rule. The cameras and microphones in rooms subject to HIPAA compliance will be connected to a separate recording device, segregated from the rest of the system. The use of each room will determine whether or not video and audio may be recorded, or available for live monitoring only. The proposed solution enables the flexibility required to meet both HIPAA and IRB standards.
2	QUALIFICATIONS AND RELEVANT EXPERIENCE		
2.1	Should have experience implementing similar camera systems in higher education institutions.		Please Reference the Experiences & Qualifications Section of our proposal.
2.2	Provide full contact information for all references on Attachment D – Offeror Data Sheet		Please Reference the Experiences & Qualifications Section of our proposal.
3	CAPABILITIES, SKILLS AND CAPACITY		
3.1	Describe configuration and implementation team, including team size and skill sets	Yes	Please Reference the Experiences & Qualifications section of our proposal.
3.2	Provide projected timeline after award for solution implementation; include a Gantt	Yes	Please Reference MCW Response Attachment F.



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
	chart if possible.		
3.3	Provide training and support for implementation and post-implementation as well as ongoing system maintenance and upgrades	Yes	Please Reference the “End-User” Training section of our proposal.
3.4	Allow Radford University to download all videos if needed and store on another system.	Yes	Exported video files can be stored at Radford University’s discretion.
4	APPROACH AND METHODOLOGY - Capture, Monitor, Talkback, Record, Playback, and Export video		
4.1	Explain technology approach and methodology, and include a simple technology diagram with enough detail to describe the proposed system.	Yes	MCW proposes to use a complete Avigilon solution to meet and exceed the requirements of this RFP. Avigilon cameras, when paired with Avigilon storage servers and Video Management System (VMS), is unrivaled in the video surveillance and assessment industry. The cameras will produce the video quality expected by Radford University and the servers and software will enable synchronization of audio files. MCW has selected 2MP (1080p) cameras for use in all locations as indicated on the drawings. Avigilon provides video at high availability using encryption (containerization) of its files.
4.2	High definition video recording and playback along with high quality audio recording and playback.	Yes	Avigilon has HD TV compliant resolutions from 1MP – 30MP and supports a high sampling of audio recording and playback. Video cameras will be set to 30 frames per second (fps), or “real time”, for optimal results when synchronized with audio from microphones. In regards to the audio recording and playback, please see relative answer to item 4.5.
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.,	Yes	Avigilon allows configurable user experiences to achieve each end user’s needs. For example, this can include each room being defined as a mic and its associated cameras that can be managed using a map interface that can start and stop audio and video recording. Avigilon’s layouts allow users to configure a number of



Item #	Requested Capability	Yes or No	<p><i>If yes, describe how the capability is provided and relevant details</i></p> <p><i>If no, describe a comparable alternate approach for consideration, if available</i></p>
	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.		different approaches to achieve the control and viewing of the rooms as required. This can include all resources in one view in a window with a logical button to start and stop a recording. The configuration described by Radford University for this point (4.3) is achievable via programming settings in the Avigilon management software.
4.4	<p>Supports separate, simultaneous recordings in multiple locations with multiple cameras in each location.</p> <p>- e.g., record therapists and clients in different rooms and create separate recordings of each session</p>	Yes	This can be achieved many ways, one of which can be recording each camera separately and combining the media from different devices (cameras, microphones) with the export function.
4.5	Supports video and audio on/off recording controls initiated locally in each uniquely controlled room, initiated remotely from the observation room, and initiated by advance schedule. Describe what hardware will be installed in each room to achieve in-room on/off controls, how that interacts with remote and schedule on/off controls, how the proposed system provides assurance that individual room video and audio recording is disabled when desired to allow secure meetings.	Yes	Advanced scheduling is supported using Avigilon's Access Control Manager (ACM) software integrated with Avigilon Control Center (ACC) video management software. For the locally-initiated on/off requirement, one (1) wall-mounted on/off toggle switch will be included for every room where cameras are shown on the provided floorplan drawings, including each section of subdivided rooms. These switches may be used to start and stop synchronized audio/video recording within each room. The toggle switches will be connected to the Avigilon cameras in each respective room and programming performed in the ACC software in order to make this functionality possible.
4.6	Monitor (live viewing) and Playback from remote locations (e.g., faculty computer in office)	Yes	Live and playback (recorded video) viewing is possible via computers and/or mobile devices provided by Radford University, as well as the Avigilon thick and/or thin clients. Network connectivity is required.
4.7	Support Talkback features	Yes	Avigilon supports bidirectional (full duplex and half duplex)



Item #	Requested Capability	Yes or No	<p><i>If yes, describe how the capability is provided and relevant details</i></p> <p><i>If no, describe a comparable alternate approach for consideration, if available</i></p>
	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.		conversations. Talkback features will be made possible via included two-way self-initiative communication devices.
4.8	Recording options allow recording at different levels of quality to potentially reduce data storage requirements	Yes	Avigilon supports both different image quality settings and frame rates to potentially reduce the data storage requirements.
4.9	<p>Monitor (live viewing) and Playback options in full screen or windowed and ability to integrate playback of multiple camera angles.</p> <p>- i.e., either watch multiple camera angles simultaneously or switch between views in real time</p>	Yes	Avigilon supports many ways of interacting with the video including double click on an image to view the video in full-screen. Also, multiple custom views may be easily created from each camera's field-of-view and password protected per user, enabling close-up and general views from the same camera without sacrificing recording of an entire scene.
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)	Yes	Bookmarks can be added to the video and notations can be made to the bookmarks for live or recorded video.
4.11	Export video in standards based viewable high quality file formats (e.g., wmv, mp4, avi)	Yes	Video can be exported in full or varying reduced rates and in several different video formats including but not limited to the ones listed.
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	Yes	This is typically accomplished by exporting the video to a zip file and locking the file.