



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: RU19019

This contract entered into this 4 day of June, 2019, by **Apogee Telecom, Inc.**, located at 1905 Kramer Ln, Suite A100 Austin, TX 78758, 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 August 1, 2019 through July 31, 2024 with **Five (5) one-year (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) R19-006 dated November 16, 2018, Addendum 1 dated December 3, 2018, and Addendum 2 dated December 17, 2018. (Attachment A);
 - C. Contractor's Proposal signed and dated January 8, 2019 (Attachment B);
 - D. Contractor's supplemental contract correspondence (Attachment C); (e.g., clarification and negotiation points) dated as follows:
 - 1. Clarification Questions, Dated February 7, 2019
 - 2. Additional Clarification Questions, Dated March 4, 2019
 - 3. Negotiation Points, Dated April 5, 2019
 - 4. Negotiation Points Round 2, Dated April 23, 2019
 - 5. Negotiation Points Round 3, Dated May 2, 2019
 - 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 # R19-006, the Contractor's Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.

V. **FINANCIAL CONSIDERATIONS as negotiated and agreed upon:**

- A. Pricing for the RF and Stream2 On-Premise Service including EAS with Radford University's current Monroe equipment is as follows:
 - Based on 1,854 Units (doors)
 - Traditional RF service to the television plus the Stream2 IPTV Service
 - Apogee will provide this service for \$183,101 annually.
- B. The University has the flexibility to add/remove units (doors) through the agreement as halls come on and offline. Programming rates may change from year to year, so as units come offline or online, the programming portion will be applied or credited appropriately at the time of the requested change.
- C. The install date for the Stream2 will be based on a mutually agreeable date by Apogee and Radford, and the completion date will be no later than August 2, 2019.
- D. Apogee agrees to extend the negotiated terms and conditions of this Standard Contract to all VASCUPP institutions of higher education as per Section III Contract participation of the RFP. No additional Terms and Conditions are required to be negotiated as the terms and conditions of this contract prevail and are extended to all VASCUPP institutions of higher education. Apogee may negotiate pricing separately, due to the fact that each school has different channel requirements, unit counts and different infrastructure set-up. This would need to be evaluated to determine pricing for any schools wanting to use this contract. Please see Appendix A.

VI. **TERMS AND CONDITIONS NEGOTIATED LANGUAGE:**

- A. **RENEWAL OF CONTRACT:** This contract may be renewed by the University upon written agreement of both parties for 5 (five) successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 120days) prior to the expiration.
- B. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the Contractor's Programming cost that are decided by the program provider. Contractor shall give not less than 30 days advance notice of any price increase to the Contract Administrator. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of programming. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount of percentage of increase which is being passed on to the Contractor by the Contractor's program provider. The purchasing agency will notify the University's end users and Contractor in writing of the effective date of any increase which it approves. The Contractor is further

advised that decreases which affect the cost of programming are required to be communicated immediately to the purchase agency.

- C. **CANCELLATION OF CONTRACT:** Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, 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, 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. If the Purchasing Agency cancels this contract within the Initial contract period for any reason other than default by the contractor, the below pricing will be invoiced to the University and paid per the contract terms.

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| Cancellation after Year 2 | \$75,000 |
| Cancellation after Year 3 | \$40,000 |
| Cancellation after Year 4 | \$20,000 |

Contractor will remove all Apogee-owned equipment upon end of contract or end of service.

- VII. **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 **Director of Electronic Engineering & Communication Services**.

VIII. COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:

**MANDATORY
GENERAL TERMS AND CONDITIONS – RADFORD UNIVERSITY**

1. **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. In addition, the manual may be accessed electronically at <https://vascupp.org> or a copy can be obtained by calling Procurement and Contracts at (540) 831-6097.

2. **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 without the prior written consent of the University.
3. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/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 § 10 of the Rules Governing Procurement. 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, §6).

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.

4. **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.
5. **ANNOUNCEMENT OF AWARD**: Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, Radford University will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.
6. **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 University 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.
7. **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.
8. **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 University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
9. **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.
(The clause has been modified to remove reference to the VPPA. PIM 27 added this clause to meet requirements of Code of Virginia § 2.2-4311.2 regarding businesses authorized to transact business in the Commonwealth.)
10. **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.
11. **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.
12. **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 scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give 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 University'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 University with all vouchers and records of expenses incurred and savings realized. The University 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 University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract, or if there is none, in accordance with the disputes 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 University or with the performance of the contract generally.
13. **CONTROLLING VERSION OF SOLICITATION:** The PDF version of the solicitation and any addenda issued by Radford University's Procurement and Contracts Department is the mandatory controlling version of the document. Any modification to the solicitation by the Bidder or Offeror shall not modify the official version of the solicitation issued by Radford University's Procurement and Contracts Department. Such modifications or additions to the solicitation by the Bidder or Offeror may be cause for rejection of the bid or proposal; however, Radford University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid or proposal.
14. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/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.
15. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, 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.

16. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of 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.

17. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offers) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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.
18. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal [eVA Electronic Virginia Portal](#) 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 should 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.
- b. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [eVA Electronic Virginia Portal](#).

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 . Click on the "Vendor" tab and follow the registration instructions. If you need assistance, or on line directions, please contact Radford University at (540) 831-5429.

19. **eVA ORDERS AND CONTRACTS (Effective July 6, 2015):** The solicitation/contract will result in one or more purchase order(s) with the applicable eVA transaction fee assessed for each order.

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.

20. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/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.
21. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or 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 bidder or 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

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| 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 |

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| 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) | \$2,150,000 per occurrence, \$4,250,000 aggregate |
| (Limits increase each July 1 through fiscal year 2031 <i>per Code of Virginia § 8.01 – 581.15</i>) | |

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| Insurance Risk Management | \$1,000,000 per occurrence, \$3,000,000 aggregate |
| 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.**

22. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** Failure to submit a response on the official state form provided for that purpose may be a cause for rejection of the response. Modification of or additions to the General Terms and Conditions of the solicitation may be cause of rejection of the response; however, the University reserves the right, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

23. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the university, 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.

24. **PAYMENT:**

1. **Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the 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. However, this shall not affect offers of discounts for payment in less than 30 days.
- 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 the University of its prompt payment obligations with respect to those charges which are not in dispute (*Governing Rule §53. Contractual disputes*).

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 University 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 as specified in the contract documents and 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 University or institution, or other appropriate penalties may be accessed in lieu of withholding such payment.

25. **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.

26. **PRICING CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer in U.S. dollars.
27. **QUALIFICATIONS OF (BIDDERS/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.
28. **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.
29. **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.
30. **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 bid/proposal will be available for public inspection.*

IX. **SPECIAL TERMS AND CONDITIONS:**

Preferred - Special Terms and Conditions and IT related Special Terms and Conditions

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods and services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services as negotiated under the same terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this contract. Such additional goods and services will be provided to the University at favored nations pricing. The exact pricing of these good and services will be determined at the time of procurement.
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. **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.
4. **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.
5. **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 unless disclosure is required pursuant to court order, subpoena or other regulatory authority, 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 University of any breach or suspected breach in the security of such information. Contractors shall allow the University 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.
6. **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 Contract 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.

7. **CONTRACTOR PERSONNEL**: All employees of the Contractor shall comply with the rules, regulations, policies and procedures 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.
8. **DELIVERY AND STORAGE**: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The University will not assume any responsibility for receiving these shipments. Contractor shall check with the University and make necessary arrangements for security and storage space in the building during installation.
9. **EXTRA CHARGES NOT ALLOWED**: The bid price shall be for complete installation ready for the University's use, and shall include all applicable freight and installation charges; extra charges will not be allowed including any travel charges.
10. **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.
11. **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.
12. **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.
13. **MAINTENANCE RENEWAL**: Maintenance under this contract shall be renewed at the option of Radford University. Should Radford University exercise this option, a written notification will be issued to the Contractor for each twelve (12) month period that the maintenance services are required after the initial one year period.
14. **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*.

- 15. **ORDER PLACEMENT:** The University does not place verbal orders for Goods and Services. The University may only place orders for Goods and Services by issuing a formal written Purchase Order in advance delivery of Goods and Services. If the Contractor provides Goods and Services prior to receipt of a formal written Purchase Order or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
- 16. **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.
- 17. **PREVENTATIVE MAINTENANCE:** The Contractor shall provide necessary preventive maintenance required testing, inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

- 18. PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that may be utilized, using 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.)
- 19. PRODUCT INFORMATION:** The bidder/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.
- 20. 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.
- 21. PUBLIC POSTING OF COOPERATIVE CONTRACTS:** Radford University maintains a web-based contract database with a public gateway access. 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.
- 22. 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.
- 23. REFERENCES:** Bidder shall provide 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.
- 24. RENEWAL OF CONTRACT:** This contract may be renewed by the University 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 University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- A.** If the University 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 "Service" 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 University 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 "Service" 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.

25. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offers 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 Business, a Women-Owned Business or a Minority-Owned Business 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.**
- 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 University 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 or 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 University. The University reserves the right to pursue other appropriate remedies to include but not be limited to, termination for default.
- Each prime Contractor who wins an award valued over \$200,000 shall deliver to the University 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.**

26. 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.

27. 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.

- 28. TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) 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.
- 29. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) 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 (bidder/offers) 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 (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- 30. 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.
- 31. 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.

Information Technology

Special Terms and Conditions

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 fifteen (15) days to test the equipment, software or service provided under this purchase order.
3. **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.

4. **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.

5. **DEMONSTRATIONS:** By submitting a bid, the bidder certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The Commonwealth reserves the right to require bidders 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 bid being rejected. Failure to reject shall not relieve the vendor of its obligation to fully comply with all requirements of the contract.

7. **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.

8. **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*.

9. **MAINTENANCE:** Upon expiration of the specified warranty period and at the Commonwealth's option, the contractor shall provide up to 5 additional one-year periods of on-site maintenance (including labor, parts, and travel) at the prices set forth in the pricing schedule. Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between state locations, negligence by state personnel, or other causes not related to ordinary use in the production environment in which installed. Each successive year of maintenance may be ordered by the Commonwealth in writing at least 60 days prior to expiration of the existing maintenance period.
10. **NEW EQUIPMENT:** Unless otherwise expressly stated in this solicitation, any 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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.

17. **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.
18. **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.
- X. **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: Apogee Telecom

Print Name: Charles Brady

Title: President

Signature: CTB

Date: 4/3/19

PURCHASING AGENCY: RADFORD UNIVERSITY

Print Name: Teresa C. Anders

Title: Assistant Director of Procurement
and Contracts

Signature: Teresa Anders

Date: 6.4.2019

Attachment A

Request for Proposal (RFP) R19-006 Dated November 16, 2018,
Addendum No. 1, Addendum 2.



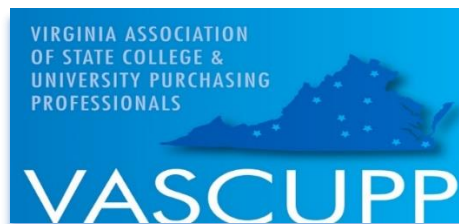
**PROCUREMENT AND CONTRACTS
P.O. BOX 6885
501 STOCKTON STREET
RADFORD, VA 24142**

REQUEST FOR PROPOSAL

RFP# R19-006

CABLE-TV, DIGITAL STREAMING SERVICES

DATE: NOVEMBER 16, 2018



RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP

REQUEST FOR PROPOSAL
RFP # R19-006

ISSUE DATE: November 16, 2018

TITLE: Cable-TV, Digital Streaming Service

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

PERIOD OF CONTRACT: July 1, 2019 through June 30, 2024 with up to five (5) one-year renewal options or as negotiated.

SEALED PROPOSALS DUE DATE/TIME: January 8, 2019 up to and including 3:00 PM Eastern.

Proposals received after the due date and time or electronic submission of proposals will not be accepted. Procurement and Contracts mailing address is as follows:

RADFORD UNIVERSITY
Procurement and Contracts Department
David E. Armstrong Complex
501 Stockton Street [Courier Physical Address]
Post Office Box 6885
Radford, Virginia 24142

OPTIONAL PRE-PROPOSAL CONFERENCE and Site VISIT: Reference is made to section (XI) for complete information. DATE and TIME: **November 27, 2018 beginning at 1:30PM EST.**

QUESTIONS/INQUIRIES: All inquiries for information shall be directed to: Kevin McDowell, dkmcdowel@radford.edu, 540-831-5356. Written questions must be submitted no later than close of business December 12, 2018.

PUBLIC POSTING: Reference section 2) D) 1 – *Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors* VASCUPP Public notices shall be published on the Department of General Services central electronic procurement website, eVA (<http://eva.virginia.gov>), under Sourcing and Contracting on the eVA home page. This is the only electronic source used by Radford University's Procurement and Contracts Department to electronically post the RFP document and subsequent Addenda.

LATE PROPOSALS: To be considered for selection, proposals must be received by the University 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 Procurement and Contracts Department. Proposals received in the Procurement and Contracts Department 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 Procurement and Contracts Department 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.

UNIVERSITY CLOSINGS: If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the responsibility of the Offeror to check the website at www.radford.edu for said notices. If the University is closed on the day proposals are due they will be accepted the same

time the next scheduled business day the University is open. If the University is closed on the day of the scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

In compliance with this Request for Proposal and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in Attachment (G) – **Financial Proposal**.

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

| | | |
|--|-------------|--------|
| Name: | Date: | |
| Street: | Signature: | |
| PO Box: | Print Name: | |
| City/State/Zip: | Title: | |
| FEI/FIN/SS No.: | Telephone: | |
| eVA Vendor ID No.: | Fax: | Email: |
| Check all that apply: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Individual | | |
| Department of Small Business and Supplier Diversity (DSBSD) Certification No. _____ and Expiration Date: _____ Certification Category: <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Small Business (www.sbsd.virginia.gov) for additional information. | | |
| eVA Virginia's eProcurement Portal Registered: Yes <input type="checkbox"/> - eVA Vendor ID# _____ _____ | | |
| Commonwealth of Virginia State Corporation Commission registration number: _____ | | |

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

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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 or more qualified contractors to provide Cable-TV, Digital Streaming Service and On Demand access to television programming and videos 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:

Radford University is a comprehensive public university of 9,335 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Radford University serves the Commonwealth of Virginia and the nation through a wide range of academic, cultural, human service and research programs. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 204-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. The University offers 67 degree programs in 38 disciplines and three certificates at the undergraduate level; 22 master's programs in 17 disciplines and three doctoral programs at the graduate level; 13 post-baccalaureate certificates and one post-master's certificate. A Division I member of the NCAA and Big South Athletic Conference, Radford University competes in 16 men's and women's varsity athletics. With over 270 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. Total enrollment is 9,335. Undergraduate enrollment is 7,926 and graduate enrollment is 1409. Learn more at www.radford.edu.

Specific Background: (RU Digital Cable TV System)

With the rapidly changing technology market, live, traditional TV programming is not as important to students as it once was. Students want to access content on demand or record content for later playback. Many students have access to on-demand content via accounts provided by their parents and use streaming media players attached to their TV to access this content. Therefore, Radford University is looking for innovative solutions that will allow us to continue to maintain a basic Cable TV lineup using existing Radford University campus fiber and coax infrastructure while exploring other options that may provide streaming, recording and/or on-demand content to students living in campus housing. In order to keep room and board fees as low as possible, it may be beneficial to include enhanced service offerings as an optional purchase students can add-on to their programming. There is no streaming TV programming solution currently offered by the University.

Radford University maintains a modern digital RF Cable TV system with a headend located in one of the campus data centers. The system in place uses 3– 40” Dish Network satellite dishes located on individual poles outside the RU data center. The system features Clear QAM modulators for all channels broadcast. Dish Network supplies a multichannel HD stream from satellite to headend. Digital TV signals are distributed across campus via a fiber backbone and coax (copper) distribution within all campus buildings. Additional channels are included locally for RU programming to include RMG digital signage, a bus transportation locator channel, a Campus TV Studio feed, and a TV Guide channel. Local (off-air) channels are also included less an ABC affiliate-WSET which is supplied by satellite. **(See attachment I).**

The RF service feeds to 50-plus academic, administrative, and residence hall buildings. Approximately 3,200 students live in 1,673 on campus residence hall rooms. Radford University is in the process of expanding campus housing with additional nearby apartment buildings that include approximately 267 apartments

(See attachment J). Radford is in the process of connecting these building via fiber to provide the same level of WiFi and coax connections that are available on the main campus. The total students in campus housing for the 2019-2020 school year is expected to be approximately 1854 units with a bed count of approximately 3868 .

In early-May of each year, the majority of on-campus students vacate the residence halls significantly reducing the number of outlets in service. This reduction remains in effect until the students return in late August. Over the contract period, the count of cable outlets may vary slightly due to the renovation and reorganization.

The cable system at Radford University incorporates a Multi-channel Video programming Distribution (MVPD) digital QAM-256 service presently delivering 110 digital channels with two analogue test channels on each side of the bandwidth. Dish Network programming, along with installation and maintenance services are currently provided by a contract with Apogee (Austin, Texas).

The RU designed fiber star distribution architecture delivers programming to all campus buildings via single-mode fiber. Ten (10) RU owned fiber transmitters are connected to fiber-fed light splitter locations on the main RU campus. Individual fiber runs connect with fiber receivers located in each of over 50 campus buildings. Coax (copper) distribution provides up to a 1 GHz bandwidth in most buildings.

Radford University uses a Monroe Electronics R-189 receiver system for EAS and CAP messages. The RF system is set to blanket all channels with emergency messaging.

The current physical configuration provided by Apogee is composed of three (3) racks of equipment located in one of the Radford University data centers on the Radford University campus. Power to the equipment racks is provided by multiple dedicated 20 - amp circuits and includes a full-time UPS and a backup generator. There is environmental control of both temperature and humidity in this facility. IP network security and physical access control are also in-place.

Requested RF contract maintenance is for the head-end only and does not include distribution other than providing adequate head-end levels, signal quality, and bandwidth symmetry. Radford University assumes responsibility for fiber and copper signal distribution systems to all campus buildings.

All campus residence rooms, select academic labs and classrooms, various educational media equipment access and support points, as well as designated office spaces are supported campus-wide with an industry standard F-81, female 75 ohm coaxial connection for use by students, student residents, faculty, and classified staff. Utilization of the network is achieved by connecting a standard, consumer quality, cable-ready television to the network at available locations. Internet access is provided in each dorm room by both physical (RJ-45) outlets as well as 802.11 WiFi throughout each building.

III. CONTRACT PARTICIPATION

- 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 [VASCUPP web site](#)). The intent of this solicitation and resulting contracts is 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. 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 **Director of Electronic Engineering & Communication Services**.

V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION

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: [Procurement and Contracts | Radford University](#).

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

VI. DEFINITIONS INTENTIONALLY LEFT BLANK.

VII. STATEMENT OF NEEDS

Radford University wishes to secure the services of a **Cable-TV, Digital Streaming Service**. The Contractor shall furnish all labor, materials, equipment, supervision, etc. to provide Education and Entertainment Programming/Cable TV to Radford University as stated this *Statement of Needs*.

Radford University is in search of cost-effective, innovative solutions that will provide students with access to live TV programming, recording capabilities, and access to on-demand content. The ideal solution would allow Radford to continue to provide a basic suite of live TV channels using the existing fiber/coax network on campus while also providing access to streaming and or on-demand content. Although Radford is seeking a comprehensive solution, contractors do not need to bid on both the traditional RF and Streaming/On Demand portion of the RFP to be considered. Contractors should also consider ways that the university can cost effectively provide a basic level of service to all students living in campus housing along with optional services individual students could add on at an additional cost to enhance services.

A. Service, Approach and Methodology:

OPTION A - Digital RF Cable TV Service with Fiber and Coax distribution:

- a. The contractor shall provide a solution that will allow for distribution of Cable TV channels over the existing university fiber/coax RF distribution system. At a minimum, this service shall include local off-air channels (ABC, NBC, CBS, FOX, ION and PBS) and a basic suite of sports and entertainment channels. This will also include Radford University based programming and digital signage described (Attachment I).

- b. The contractor shall provide the required means, authorization, and content for the Radford University cable television system. The contractor shall furnish the head-end equipment or interface required which will include equipment and signals necessary to provide high definition (HD) entertainment programming to the Radford University fiber distribution systems at 501 Stockton Street, Radford, Virginia.
- c. Radford University prefers a basic digital RF system capable of multiple HD channels resulting in a total RF bandwidth of less than 600 MHz. The solution shall incorporate the existing Radford University digital signage and locally generated channels using the existing hardware or contractor provided hardware.
- d. Please describe if there are any restrictions on what can be shown in public/common areas. Please define any such restrictions.
- e. Describe any DVR capabilities provided with the system or as an option.
- f. Radford University prefers a RF system that does not require set top boxes for TV reception of basic services. This could be considered if add-on optional services were available.
- g. Radford University reserves the right to obtain or originate programming and/or program channels independently.
- h. The contractor shall assume the cost of making all required transitional changes from the current system/s currently in place at Radford University.
- i. Radford University requests a basic maintenance contract for all RF headend equipment and systems over the life of the contract. A preventive maintenance structure is encouraged with a minimum of quarterly visits.
- j. All proposals must meet FCC interference guidelines for RF. A desirable result would be to provide the minimum use of available bandwidth while meeting FCC guidelines on radiation inside aviation, communication, and navigation frequencies. Frequencies in-use should be outside of restricted frequencies or below stated FCC critical transmission levels sufficient to limit radiation risk and subsequent leakage measurements to acceptable levels.
- k. The contractor shall provide the equipment necessary for the delivery and reception of programming, inclusive of headend equipment as described in Section III - Background. No equipment will be accepted that requires changes to the university's current cable distribution network unless agreed to by both parties and approved in writing by Radford University. The contractor shall describe all equipment (receivers, modulators, etc.) necessary for the delivery and reception of programming.
- l. A head-end system diagram should be supplied to describe the system proposed.
- m. Describe any technical training that you provide to University personnel to complete in order to provide first-tier troubleshooting for basic services. Indicate whether these courses would be taught by you or taught by others.
- n. A system diagram shall be provided to explain the network layout and operation and maintenance.

OPTION B – IP Streaming and or On Demand Video Content:

- a. Streaming solutions may consist of duplicate programming (to RF) or other programming of interest to college students.
- b. Provide a general overview of your Streaming or On Demand offering and content. Provide information on if the student can view content when off campus and how many concurrent streams can a user have.
- c. Streaming solutions should be compatible with current consumer based network systems and feature flexible formats compatible with
 - a. Windows, OSX, IOS and Android.
 - b. Roku, Amazon Fire Stick, Apple TV and other streaming media players
 - c. Browsers: Edge, Chrome, and Safari
- d. Describe the authorization methodology and frequency of user authentication. NOTE: Radford University uses Shibboleth (SAML2) or CAS (Central Authentication Service) as the primary method of single sign-on authentication.
- e. Can this system be used to present locally generated content?
- f. What is the extent of University Branding for the application?
- g. How is viewing over wireless connections experience different from wired (on demand adjustable bit rates, etc.)?
- h. Please specify the minimum bandwidth for streaming content.
- i. What size of the 'network pipe' is recommended to provide service to approximately 4000 residents on an annual basis?
- j. Does this system provide Closed Captioning?
- k. Contractor shall be responsible for all required equipment and implementation at Radford University. If cloud based, implementation of an acceptable authentication method should be included.
- l. Both cloud streaming and local streaming packages will be considered.
- m. Describe in detail any DVR capabilities provided with the system including where content is located and how many hours of storage is available for each user.
- n. A system diagram should be provided to explain the network layout and operation and maintenance.

B. General Technical Requirements:

- a. Radford University will assume program licensing responsibility for TV channel programming originated by the University.
- b. The contractor is encouraged to provide additional channel options as more programming is made available during the course of the contract.
- c. One channel should be set aside for program listings (TV Guide channel) offered on RF provided systems and equipment provided to support this channel.
- d. The contractor shall clearly inform Radford University in writing of any restrictions regarding copyright, programming, distribution, recording of programming and rebroadcasting of programming.
- e. The rate charged by the contractor shall include, but is not limited to, all fees such as application fees, programming, copyright filing, licensing, franchising, regulatory fees/surcharges and decryption authorization fees as necessary for providing the service. Charges outside of the vendors control such as increased programming fees shall be approved by Radford University prior to incorporation and be acknowledged by the University as a contract modification unless written into the initial contract.
- f. The contractor shall provide at no charge technical support 24 hours per day, 7 days per week to Radford University support staff. Maintenance and technical support for headend devices and systems should be included at no additional charge on the items provided by the contract. Fiber/coax distribution is a property of Radford University and shall remain the technical responsibility of the University.
- g. Please describe the contractor's guaranteed response time for head-end outages/streaming- server outages.
- h. Describe the response procedure should any service outages occur, and how billing will be adjusted for interruptions in service.
- i. Contractor should provide the Radford University the ability to monitor the reception of all channels at the headend for quality control and diagnostic purposes. This should be provided at no additional charge.
- j. Describe the installation and cutover timelines. RU anticipates implementation of equipment and programming services to occur between June 1st and August 1, 2019. Minimum downtime is requested as some level of classroom support and residence obligations support will be required. During installation and cutover, vendor will provide a health check of Radford University's distribution architecture and provide suggestions for any enhancements to the system.
- k. Annually AT the TIME OF RENEWAL the number of annually billed outlets (drops/doors/subscriptions) will be reviewed by Radford University if the contract is renewed, and reported to the contract in a time-frame that is mutually agreeable to both parties.
- l. The contractor shall provide an itemized list of all programming and programming packages which can be delivered to the university. The university will select which programming to use at the time the contract is awarded. If a channel ceases to exist or any change in channel lineup the provider must provide written notice in advance of any changes. The Contractor will coordinate with Radford University to add any replacement channels at no charge to Radford University.

C. Qualification and Relevant Experience:

- a. The contractor should provide a technical resume for maintenance and installation technicians assigned to work at Radford University.
- b. Provide list of customers that are in similar size to Radford University that you currently offer this solution to. Can be listed in Attachment D.

D. Capabilities, Skills, and Capacity:

- a. Provide list of any upcoming projects you have scheduled during our implementation time line.
- b. The vendor should supply a complete catalog of the services it provides, regardless of whether they are being specifically proposed in this RFP.

E. Other Submission Requirements:

***Vendor should provide answers to the following questions if it applies to your solution and response:*

- a. Provide an overview of the solution you are proposing.
- b. Identify the equipment that you plan to lease to the University; identify the equipment that the University would be able to purchase and/or own.
- c. Identify any one-time charges associated with altering the programming mix.
- d. Identify the turnaround time required to change the Video Content services once the University notifies you.
- e. Explain the process for informing the University that either basic or premium services you offer are changing.
- f. Identify the types and quantities of equipment comprising the emergency inventory that the vendor will maintain on the University's premises.
- g. Identify the types of usage and performance reports that are offered. Indicate how often each can be supplied to the University and, if there is either a one-time or recurring charge associated with preparing and distributing the report, then the applicable costs should also be provided. Provide a sample of each available report.
- h. Describe the maintenance services plans you offer. Be sure to identify which of these plans has been used as the basis of the pricing quoted in the pricing spreadsheet.
- i. Identify the warranty period for labor and materials associated with any equipment the University will potentially be purchasing from you for implementation and ongoing management and operation of your solution.
- j. Identify any licensing requirements associated with your solution.
- k. It is expected that Closed Captioning be made available with the service provided.

- l. Provide the Trouble Reporting Procedure for basic services.
- m. Provide the Service Escalation Plan for basic services. The plan should identify both the steps involved in service escalation and the time line associated with progressing from one step to the next.
- n. Provide information on any Pre-Installation Site Specifications that are required.

VIII. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

1. **RFP Responses:** In order to be considered for selection, the Offeror shall submit to the University 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) complete electronic proposal, inclusive of all attachments, on individual USB drive

REDACTED ELECTRONIC DOCUMENT

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

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

VFOIA (Virginia 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 the [Code of Virginia 2.2-4342, Public Inspection of Certain Records](#).

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 3. ***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 F**. 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:** The original proposal and copies if requested, 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 as specified in General Terms and Conditions.
 - 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 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 XII** for the estimated schedule.

B. Specific Proposal Requirements: Proposals should be as thorough as possible so that Radford University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- i. **Complete and Sign:** The return of the completed RFP inside cover sheet (See page 3) and addenda acknowledgements, if any, signed, and filled out as required.

- ii. **Descriptions:** Within the Statement of Needs, 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.
- iii. **Experience and Qualifications:** Within the Statement of Needs 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.
- iv. **References:** Provide references from at least four entities where contractor has provided similar services. See **Attachment D**
- v. **Financial Proposal:** 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**
- vi. **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:

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

IX 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 Radford University 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.

| | Evaluation Criteria | Percentage of Points |
|---|---|-----------------------------|
| 1 | Qualifications and Relevant Experience | 15 |
| 2 | Capabilities, Skills, and Capacity | 15 |
| 3 | Approach and Methodology | 30 |
| 4 | Financial Proposal | 30 |
| 5 | SWaM - Participation of Small Businesses and Businesses Owned by Women and Minorities | 10% |
| | 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 University shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The University may cancel this Request for Proposal 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*) [Code Section 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.

X 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 Strategic Sourcing and Supplier Diversity detailing the small business subcontractor spending. See **Attachment F**.

XI. OPTIONAL PRE-PROPOSAL CONFERENCE and SITE VISIT (in-person or by phone)

- A. An optional pre-proposal conference will be held **November 27, 2018 at 1:30pm Eastern**. **An Optional site visit** will be conducted beginning at 1:30pm followed by the pre-proposal call/meeting beginning at **2:00PM**. This meeting will be held in the **Procurement and Contracts Conference Room** located in the **Armstrong Complex room 231**. 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. It is recommended you have a copy of the solicitation readily available to review during the pre-proposal conference.
- B. 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 that is published to eVA [eVA-Virginia's eProcurement Portal](#). The Addendum will include any updates to the RFP, including changes and questions with answers.
- C. Potential Offerors may attend via teleconference in lieu of in person. The phone number and access code is as follows: **Conference dial in phone number: (408) 638-0968 Meeting ID: 5408315356** Join from PC, Mac, Linux, iOS or Android: <https://radford.zoom.us/j/5408315356>

XII. 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.

| <i>Action Item</i> | <i>Week Ending</i> |
|--|--------------------------------|
| Issue RFP and Submit to Newspaper | November 16, 2018 |
| Optional Pre-Proposal Conference Date (in-person or phone) | November 30, 2018 |
| Proposals Due (see RFP page 2) | January 8, 2019 3:00pm Eastern |
| Proposal Evaluations to Procurement and Contracts | January 25, 2019 |
| Response to Clarification Questions Due | February 5, 2019 |
| Presentations (if required) | February 15, 2019 |
| Subsequent Evaluations to Procurement and Contracts | February 22, 2019 |
| Negotiations Begin | March 1, 2019 |
| Contract Award | April, 2019 |

XIII. 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, if applicable. 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**

XIV. ATTACHMENTS

Attachments A-C: Informational and Compliance

Sample Contract

General Terms and Conditions

Special Terms and Conditions

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

Offeror Data Sheet

COVA W-9 Request for Taxpayer Identification

Number and Certification Form

SWaM Utilization Plan

Financial Proposal

RFP Response Check List

THIS PAGE FOR REFERENCE ONLY - DO NOT COMPLETE FOR RFP (Add RFP Number) PROPOSALS



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: Rxxxxx

This contract entered into this ___ day of _____, 20___, by _____, located at (insert complete physical address), 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) Rx-xxx dated _____, Addendum xxx dated _____ **(list all addendums in this format).** (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:
 1. **(list each document by title and execution date)**
 - 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 # Rx-xxx, the Contractor's Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.
- V. **FINANCIAL CONSIDERATIONS:**
- VI. **CONTRACT ADMINISTRATION:** **[Include CA Special Term listing CA title with all contact information.]**
- VII. **COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:**
- VIII. **SPECIAL TERMS AND CONDITIONS:** **(Insert all applicable T/C's from the template located on the Procurement forms folder.)**
- 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:

RADFORD UNIVERSITY

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

RFP R19-006 - Attachment B - General Terms and Conditions-Mandatory

Radford University mandatory General Terms and Conditions are incorporated into this Request for Proposal by reference. It is the Offeror's responsibility to access the document by clicking on the link below. These terms and conditions are deemed mandatory for each solicitation issued by Radford University. The Offeror agrees to these mandatory General Terms and Conditions.

[RADFORD UNIVERSITY GENERAL TERMS AND CONDITIONS](#)

RFP R19-006 - Attachment C

Preferred - Special Terms and Conditions and IT related Special Terms and Conditions

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods and services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services as negotiated under the same terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this contract. Such additional goods and services will be provided to the University at favored nations pricing. The exact pricing of these goods and services will be determined at the time of procurement.
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. **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.
4. **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.
5. **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 unless disclosure is required pursuant to court order, subpoena or other regulatory authority, 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 University of any breach or suspected breach in the security of such information. Contractors shall allow the University 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.
6. **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 Contract 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.

7. **CONTRACTOR PERSONNEL**: All employees of the Contractor shall comply with the rules, regulations, policies and procedures 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.
8. **DELIVERY AND STORAGE**: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The University will not assume any responsibility for receiving these shipments. Contractor shall check with the University and make necessary arrangements for security and storage space in the building during installation.
9. **EXTRA CHARGES NOT ALLOWED**: The bid price shall be for complete installation ready for the University's use, and shall include all applicable freight and installation charges; extra charges will not be allowed including any travel charges.
10. **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.
11. **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.
12. **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.
13. **MAINTENANCE RENEWAL**: Maintenance under this contract shall be renewed at the option of Radford University. Should Radford University exercise this option, a written notification will be issued to the Contractor for each twelve (12) month period that the maintenance services are required after the initial one year period.
14. **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*.

15. **ORDER PLACEMENT:** The University does not place verbal orders for Goods and Services. The University may only place orders for Goods and Services by issuing a formal written Purchase Order in advance delivery of Goods and Services. If the Contractor provides Goods and Services prior to receipt of a formal written Purchase Order or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
16. **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.
17. **PREVENTATIVE MAINTENANCE:** The Contractor shall provide necessary preventive maintenance required testing, inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
18. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that may be utilized, using 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.)
19. **PRODUCT INFORMATION:** The bidder/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.
20. **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.

21. **PUBLIC POSTING OF COOPERATIVE CONTRACTS:** Radford University maintains a web-based contract database with a public gateway access. 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.
22. **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.
23. **REFERENCES:** Bidder shall provide 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.
24. **RENEWAL OF CONTRACT:** This contract may be renewed by the University 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 University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- A. If the University 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 "Service" 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 University 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 "Service" 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.
25. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
- It is the goal of the Commonwealth that 42% 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 Business, a Women-Owned Business or a Minority-Owned Business 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.**
 - 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 University 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 or 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 University. The University reserves the right to pursue other appropriate remedies to include but not be limited to, termination for default.
 - Each prime Contractor who wins an award valued over \$200,000 shall deliver to the University 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.**

26. **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.
27. **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.
28. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) 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.
29. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) 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 (bidder/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 (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
30. **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.
31. **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.

Information Technology

Special Terms and Conditions

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 fifteen (15) days to test the equipment, software or service provided under this purchase order.
3. **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.
4. **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.
5. **DEMONSTRATIONS:** By submitting a bid, the bidder certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The Commonwealth reserves the right to require bidders 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 bid being rejected. Failure to reject shall not relieve the vendor of its obligation to fully comply with all requirements of the contract.
7. **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.
8. **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*.

9. **MAINTENANCE:** Upon expiration of the specified warranty period and at the Commonwealth's option, the contractor shall provide up to 5 additional one-year periods of on-site maintenance (including labor, parts, and travel) at the prices set forth in the pricing schedule. Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between state locations, negligence by state personnel, or other causes not related to ordinary use in the production environment in which installed. Each successive year of maintenance may be ordered by the Commonwealth in writing at least 60 days prior to expiration of the existing maintenance period.
10. **NEW EQUIPMENT:** Unless otherwise expressly stated in this solicitation, any 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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
18. **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.
20. **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.

RFP R19-006 - 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 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: |

| | |
|--------------------------|--------------------------------|
| 3) Company: | Contact Name and Title: |
| Phone: () | Email: |
| Fax: () | |
| Project: | |
| Dates of Service: | \$ Value: |

| | |
|--------------------------|--------------------------------|
| 4) Company: | Contact Name and Title: |
| Phone: () | Email: |
| Fax: () | |
| Project: | |
| Dates of Service: | \$ Value: |

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

| | |
|--------------------------------|--------------------------------|
| 5) Company: | Contact Name and Title: |
| Phone: () | Email: |
| Fax: () | |
| Project: | |
| Dates of Service: | \$ Value: |
| 6) Company: | |
| Contact Name and Title: | |
| Phone: () | Email: |
| Fax: () | |
| Project: | |
| Dates of Service: | \$ Value: |

RFP R19-006 - Attachment E
COVA W-9 Request for Taxpayer Identification Number and Certification

Effective February 1, 2016 Radford University began using the Commonwealth of Virginia's new financial management system, Cardinal, with which the University is required to interface. Within Cardinal, a statewide vendor table has been created to establish a single vendor database for the Commonwealth. As a result, the Commonwealth Vendor Group (CVG) was created to keep up to date vendor records and to ensure all vendor data is managed uniformly and consistently.

All vendors must be properly established Virginia's eProcurement Portal, eVA, for the purchase of goods and services. Vendors are encouraged to become self-registered with eVA prior to doing business with Radford University. Please visit the eProcurement Portal for additional information at the following link <https://eva.virginia.gov/pages/eva-i-sell-to-virginia.htm> . A vendor will be required to submit a W9 to eVA when they register. The Commonwealth of Virginia has a [Substitute W-9 \(COVA W-9\)](#) that is required in lieu of the IRS W-9 form for each individual who is a US citizen or US resident alien and from each corporation, company, partnership, or association created or organized in the US or under the US laws. The COVA W-9 requires additional information that is needed by the CVG to ensure the vendor is properly established in Cardinal. Once a vendor is established in eVA their information will be integrated into Cardinal. *Updated by Kim McKinney, RU Accounting Services_2.24.2017.

Please note the COVA W-9 should be completed by the vendor and returned with their proposal as directed in the RFP.

RFP R19-006 - Attachment F - SWaM Utilization Plan

Attachment F, 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 for additional information on DSBSD certification.

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

***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 a contract is awarded, the contractor shall provide the below quarterly report to Radford University's Director of Strategic Sourcing and Supplier Diversity 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 Strategic Sourcing and Supplier Diversity
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.

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.

Table B:

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

* 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 R18-006 - Attachment G - Financial Proposal

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 services as specified in this document.

- A. Offerors should submit a fixed pricing as applicable. Any 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, travel, 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.
- E. Vendor is asked to provide list of channels that will be provided as part of this pricing structure for both basic and any premium channel service(s).
- F. Please include any hourly rate services you offer.
- G. Identify any one-time charges associated with altering the programming mix.
- H. Describe any tiered service plans you offer, being sure to identify cost savings the University would realize by purchasing certain groupings of available channels.

FINANCIAL PROPOSAL:

*Note: The Financial Proposal may be applied to the Offeror's form/template and included in their proposal.

****Please describe and provide a detailed price breakdown of all available options and for purchase and ownership of any equipment provided by the contractor. Radford University prefers that arrangement to own the equipment after the contract period completion. Other ideas are negotiable.**

****The contractor should provide pricing for all physical products delivered and programming services delivered to indicate a per-unit cost and a per-unit cost for premium services if applicable. (unit - could be per door, per drop, per subscription, as applicable)**

Option A Pricing RF Traditional Cable:

*Please define what you consider a unit/outlet. Radford University has traditionally not been charged for outlets to academic areas and digital signage.

| <u>Service</u> | <u># channels</u> | <u>Unit Per Month cost</u> | <u>Total# of Units</u> | <u>Total Annual Cost</u> |
|----------------|-------------------|----------------------------|------------------------|--------------------------|
|----------------|-------------------|----------------------------|------------------------|--------------------------|

Basic

Advanced

Premium

(Please break down: Including Sports, entertainment or movie channels)

Pricing of any other options that may be available to students.

Option B Streaming and on Demand:

*Please define your method of defining a unit (user, location or other)

*Please describe if 100% of students must be licensed or only users of service.

*Please describe any option or model where students will pay contractor directly.

| <u>Service</u> | <u>Unit per Month Cost</u> | <u>Total# of Units</u> | <u>Total Annual Cost</u> |
|----------------|----------------------------|------------------------|--------------------------|
|----------------|----------------------------|------------------------|--------------------------|

RFP R19-006 - Attachment H - RFP Response Checklist

The following items that are checked, are required as part of your RFP submission.

- ☐ Completed and Signed Legal Name, Address and additional information, inside cover sheet (Page __)
- ☐ Detailed RFP Response per Section VIII, Proposal Preparation and Submission
- ☐ Acknowledge of Addendum(s) to RFP
- ☐ Attachment D – Offeror Data Sheet
- ☐ Attachment E – COVA W9
- ☐ Attachment F - SWaM Utilization Plan
- ☐ Attachment G – Financial Proposal
- ☐ Certificate of Insurance (If Applicable)
- ☐ Contractor’s License (If Applicable)

ATTACHMENT I - Current RU TV Channel Listing - 11/9/2018

| Program | Channel |
|---------------------------|---------|
| Analog | 2 |
| TV Guide | 3.1 |
| WDBJ (CBS) HD | 7.1 |
| My 19/WZBJ24 | 7.2 |
| Decades | 7.3 |
| Bus Schedule | 9.1 |
| WSLS (NBC) HD | 10.1 |
| Get TV | 10.2 |
| MeTV | 10.3 |
| WSET (ABC) HD | 13.1 |
| RU Information Channel HD | 14.1 |
| RU TV Studio | 14.2 |
| WBRA (PBS) HD | 15.1 |
| SWVAPTV - World | 15.2 |
| BRKids | 15.3 |
| WFXR (FOX) HD | 27.1 |
| WWCW HD | 27.2 |
| Bounce | 27.3 |
| Escape | 27.4 |
| CNN | 28.1 |
| MSNBC | 28.2 |
| CNBC | 29.1 |
| Fox Business | 29.2 |
| Bloomberg | 30.1 |
| CSPAN | 30.2 |
| CSPAN2` | 31.1 |
| LINK | 31.2 |
| FSTV | 32.1 |
| RT | 32.2 |
| CGTNE | 33.1 |
| DPLCL | 33.2 |
| V-ME | 34.1 |
| Impact | 34.2 |
| TBN | 35.1 |
| Fuse Music | 35.2 |
| CMT | 36.1 |
| AXS | 36.2 |
| FUSE | 37.1 |
| VH1 | 37.2 |
| MTV | 38.1 |
| MTV Live | 38.2 |
| MTV2 | 39.1 |
| DISNEY | 39.2 |
| DISNEY JR. | 40.1 |
| DISNEY XD | 40.2 |
| Teen Nick | 41.1 |
| Nickelodeon | 41.2 |
| NICK Jr. | 42.1 |
| Cartoon Network | 42.2 |
| E! | 43.1 |
| Comedy | 43.2 |
| Animal Planet | 44.1 |
| Lifetime | 44.2 |
| WE | 45.1 |
| OWN | 45.2 |
| OXYGEN | 46.1 |
| Bravo | 46.2 |

| | |
|--------------------|----------------------------------|
| 2 | Test - Analogue |
| 3 | Local Orig. |
| 1 | OFF-Air but cannot receive (SAT) |
| 9 | Digital Signage |
| 13 | OFF-Air |
| 1 | Separate SAT feed |
| 77 | Dish Network |
| 4 | HBO/Cinemax |
| 110 Channels Total | |

| | |
|---------------------|------|
| Cooking Channel | 47.1 |
| Food Network | 47.2 |
| HGTV | 48.1 |
| SYFY | 48.2 |
| truTV | 49.1 |
| TV Land | 49.2 |
| Paramount Network | 50.1 |
| BET | 50.2 |
| A&E | 51.1 |
| FX | 51.2 |
| USA | 52.2 |
| BBC America | 53.1 |
| Velocity | 53.2 |
| Weather | 54.1 |
| Travel Channel | 54.2 |
| TLC | 55.1 |
| History | 55.2 |
| National Geographic | 56.1 |
| Discovery | 56.2 |
| FREEFORM | 57.1 |
| Hallmark | 57.2 |
| POP | 58.1 |
| AMC | 58.2 |
| REELZ | 59.1 |
| TBS | 59.2 |
| TNT | 60.1 |
| GOLF | 60.2 |
| NHL Network | 61.1 |
| NBA TV | 61.2 |
| MLB Network | 62.1 |
| NFL Network | 62.2 |
| NBC Sports | 63.1 |
| Fox Sports 1 | 64.1 |
| Fox Sports 2 | 64.2 |
| NBSWA | 65.1 |
| MASN | 65.2 |
| ESPN | 66.1 |
| ESPN 2 | 66.2 |
| ESPN News | 67.1 |
| ESPN U | 67.2 |
| MTV U | 68.1 |
| HBO | 70.1 |
| HBO Family | 70.2 |
| HBO Comedy | 71.1 |
| Cinemax | 71.2 |
| COBE | 72.1 |
| CVPA | 72.2 |
| Martin | 73.1 |
| ACSAT | 73.2 |
| Library | 74.1 |
| CHBS | 74.2 |
| Admissions | 75.1 |
| Career | 75.2 |
| Analog - blank | 116 |

11/14/2018

ATTACHMENT J – Cable TV Doors/Beds – Radford Univ.

Approx. 3200 resident students

Approx. 1854 (on/off) campus doors. Approx. bed count 3868.

- 1673 On Campus Dorm rooms
- 49 Lounges within dorms
- 18 Units at 1015 Calhoun Street (54 beds)
- 219 BCR acquired multi-family units (697 beds)
- 9 Bondurant (36 beds)

Additionally, RU cable TV is supplied to nearly 200 classrooms and 95 digital signage locations.

ADDENDUM NO. 1**TO ALL OFFERORS:**

| | |
|---|--|
| Reference Request For Proposal Number: | R19-006 |
| Commodity: | Cable TV, Digital Streaming Services |
| Dated | December 3, 2018 |
| For Delivery To: | Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142 |
| Proposal Due Date/Time: | January 8, 2019 up to and including 3:00PM Eastern |

All final questions must be submitted in writing to Kevin McDowell dkmcdowel@radford.edu by December 12, 2018 5:00pm eastern.

Amendments:

Page 7, Section VII Statement of Needs, Letter A: Service, Approach and Methodology, Letter a. remove the wording "off-air". Sentence will hereby read as follows; "At a minimum, the is service shall include local channels (ABC,NBC, CBS, FOX, ION and PBS) and a basic suite of sports and entertainment channels.

Page 8, letter e, has been changed to read: Describe any DVR capabilities provided with the system or if any consumer DVR will work with your system.

Clarification Section:

Below are questions and Answers related to the Pre-Proposal Conference held November 27, 2018.

The numbers followed by "Q" are questions, and those followed by "A" are answers to those questions.

1Q. Does the headend system consist of a Dish Network Smart-Box(s) or Dish Network receivers feeding QAM Modulators?

1A. A Dish Network Smart-Box for packaged streaming. Additional QAM modulated channels with additional receivers for some added channels.

2Q. Is the 50-plus academic, administrative, public/common areas, lounges within dorms, and residence hall buildings fed from the same Dish Network head-end system (i.e. Smart-box or receivers feeding QAM Modulators)?

2A. Yes, the same fiber feed is used from head end to all campus buildings.

3Q. Is the same programming that is currently being delivered to the residence halls also currently being delivered to the academic & administrative buildings? If not, please supply that reduced list of channels.

3A. Yes, but academic areas and administrative areas seldom/never view entertainment channels. In these buildings Cable TV drops are primarily located in classrooms, meeting rooms or at digital signage locations.

4Q. Is the same programming that is currently being delivered to the residence halls also currently being delivered to the (95) digital signage locations? If not, please supply that reduced list of channels.

4A. Yes, the full Cable TV feed is provided to these locations. However, these TV's are configured with channel controls locked out such that they are only tuned to the specific digital signage channel for that building/location.

5Q. Are the premium channels (i.e. HBO, HBO Family, HBO Comedy & Cinemax) being delivered in QAM or analog?

5A. Individual receivers with Blonder-Tongue QAM modulators.

6Q. Does the existing distribution system cross any public roads or right-of-ways or is it all contained within University owned property?

6A. Radford University has a fiber backbone routed throughout the main campus primarily using steam tunnels to route fiber to each campus building. For current buildings that are not physically on the main campus, Radford University coordinated with the City of Radford and the city's Radford Electric Department installed the fiber.

7Q. Does the distribution system expansion to the additional nearby apartment building (267 units) cross any public roads or right-of-ways or is it all contained within University owned property?

7A. Radford University is currently working to determine how the expansion to the nearby apartment buildings will be completed.

8Q. When the students vacate the residence halls from early May until late August, are the buildings (except for those that house summer students) completely shut down for any occupancy during that time?

8A. During this summer, one residence hall is primarily used to house any on-campus students taking summer classes. Muse Hall, the largest campus residence hall, is typically shutdown except for any dining activities. The other residence halls may be used by Conference Services or the student orientation program for short stays by guests. There would be no TV in room unless brought by conference attendee.

9Q. Please list the buildings and corresponding number of rooms that typically house the summer students.

9A. Typically we choose a different hall each summer to house students depending on maintenance schedules. The smaller buildings are used Draper, Bolling, Pocahontas, Norwood or Ingles. These halls have between 120-145 beds each.

10Q. Are the additional 267 apartments referenced on page 5 of the RFP included in the 1,854 campus doors referenced in Attachment J on page 38 of the RFP?

10A. Yes

11Q. Does the University own the Monroe Electronics R-189 system? If so, does the University wish to keep it?

11A. The University owns the Monroe Electronics R-189 system. The university intends to keep the Monroe Electronics R-189 system, but is open to options. Offerors should propose any options and provide cost differentiation for keeping the Monroe Electronics R-189 vs replacing this with something else and any additional functionality that might be available from the new system.

12Q. Does the University own the off-air antennas that feed the local channels?

12A. Yes

13Q. Are price increases allowed during the initial 5 year term? If so, how are the increases calculated (i.e. actual cost, CPI, not to exceed, etc.)?

13A. Price Increases will not be allowed in the initial 5 year term unless written or negotiated into the final contract.

14Q. Are price increases allowed during the renewal periods? If so, how are the increases calculated (i.e. actual cost, CPI, not to exceed, etc.)?

14A. Price increases and or decreases will be allowed at time of renewal during the renewal period. This should be calculated based on CPI as well as the number of units. Tyler Hall and Norwood Hall may be renovated during the contract term and would be removed from the unit count during renovation. Any other property changes, student enrollment changes or renovations may result in a change in the unit counts during renewal.

15Q. Please provide a Microsoft word file of the RFP to assist with the response format outlined in VIII

15A. This has been added to the <https://eva.virginia.gov> posting.

16Q. Our company's programming source, requires that the University sign their standard agreement (i.e. third party agreement). This would be in addition to the contract documents that the successful vendor would execute with the University. Can and will the University execute this third party agreement?

16A. The University reviews any submitted Third party agreements. If negotiated and agreed upon, they will be incorporated into the final contract document.

17Q. How many locally generated channels are programming versus digital signage?

17A. There is one channel that is currently available if the university wanted to use this to provide programming content, but this channel is rarely used. All other locally generated channels are used for digital signage.

18Q. Does the University own the fiber transmitters and equipment in the rack?

18A. Yes, this equipment is owned by the University.

19Q. Should offeror propose pricing based on number of doors or number of beds?

19A. Offeror should make pricing structure clear in their proposal. We wanted to provide the data that would allow you to include the appropriate number of “units” based on your proposed solution. Please identify how you calculated the unit numbers you are using.

20Q. What does the university mean by Basic Programming?

20A. Radford University purposefully did not include a specific set of required channels other than the ABC, NBC, CBS, FOX, ION, PBS. Radford University would like offerors to provide multiple tiers / options and the price differential for each such that Radford University can understand the costs associated with each option and select the best value for the university community.

21Q. Are there any channels that are required and non-negotiable from the University’s current channel listing?

21A. See 21a. Ideally the selected package would also include some selection of sports, entertainment, news and weather channels.

22Q. Do you currently have an HBO programming issues with the existing satellite providers.

22A. Yes, there is currently a programming dispute that is preventing us from receiving HBO.

234Q. When does the University need a new contract in place?

23A. The university anticipates service implementation by the new vendor would be completed by August 1, 2019 and students would have access to the new services for the Fall of 2019.

Note: A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Respectfully,

Kevin McDowell

Phone: 540-831-5356

Email: dkmcdowel@radford.edu

| | |
|---------------|--------|
| Name of Firm: | |
| Signature: | Title: |
| Print Name: | |
| Date: | |

ADDENDUM NO. 2**TO ALL OFFERORS:**

| | |
|---|--|
| Reference Request For Proposal Number: | R19-006 |
| Commodity: | Cable TV, Digital Streaming Services |
| Dated | |
| For Delivery To: | Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142 |
| Proposal Due Date/Time: | January 8, 2019 up to and including 3:00PM Eastern |

All final questions must be submitted in writing to Kevin McDowell dkmcdowel@radford.edu by December 17, 2018 5:00pm eastern.

Clarification Section:

Below are questions and Answers related to the Pre-Proposal Conference held November 27, 2018.

The numbers followed by “Q” are questions, and those followed by “A” are answers to those questions.

1Q. Will Radford be providing all electronics (optical transmitter, optical receivers and amplifiers) to activate the nearby apartment buildings (267 Units)?

1A. Yes, Radford will supply all RF distribution components.

2Q. Will the existing coaxial riser cables, drop cables and passive equipment remain in place at the off campus apartment buildings?

2A. Largely yes, RU networking will make the specific decisions regarding necessary equipment and facilities for campus apartment buildings.

3Q. Will the RF coaxial, fiber network and data network be plug-and-play with the installation of a new RF/IPTV head-end?

3A. If we understand the question correctly, the answer is yes for the RF system. The RF component should work with our present delivery system. The IPTV system however will require specific integration with our networking environment.

4Q. Are the 3 buildings (1015 Calhoun Street, BCR & Bondurant) listed on attachment J the new nearby apartment buildings(267 Units) mentioned in the RFP? If not, are these current off-campus housing and currently being fed from the existing system?

4A. The 219units BCR are the newly acquired apartments. 1015 Calhoun and Bondurant are existing apartments that have been using existing current system.

5Q. Can a service provider respond with a full IPTV solution with no coaxial cable delivery? The solution will cover all the functionalities of a cable TV and more.

5A. Yes, we encourage you to respond with a solution for consideration. The RFP was intended to be open enough to allow a variety of solutions. Please include detailed information on any set top boxes or other hardware needed to use the service with a standard television.

6Q. Does every dorm room have a wired Ethernet port or Wi-Fi connected to the University's IT network?

6A. WiFi coverage is available throughout the Radford campus. Residence Hall rooms on campus have 1-2 wired Ethernet ports. Apartments may only have WiFi access.

7Q. Can the select academic labs and classrooms, various educational media equipment access and support points, as well as designated office spaces TV receivers be connected to the University IT network through wired Ethernet?

7A. All of these locations have WiFi and the majority of these locations have a wired Ethernet and Coax connection. We would need to evaluate the cost of IPTV receivers for each of these locations.

8Q. Does Radford University insert locally produced emergency alerts into the Monroe Electronics R-189 receiver system? Or is the university only relaying EAS messages from federal, state and local EAS authorities?

8A. The Monroe box does have a CAP add-on which allows us to connect to other emergency systems in use at the University. We do not replay alerts. Insertion is automated on all channels at the same time as the message is sent.

9Q. Does Radford University currently insert locally produced programming? How many HD channels are inserted? How many SD channels are inserted?

9A. The present RU system allows up to 16 additional open QAM channels (HDE-8C-QAM/IP). The majority of these channels are used to transmit digital signage that is specific to a building or college but is distributed across the entire Coax system.

10Q. IPTV programming is typically handed over to a Radford University router, and delivered to the dorms and common area TV's through the University's IT network. Where is that border router located? Does it support BGP?

10A. The two external Internet routers support BGP, but BGP is not used internal to campus. These routers are located in the campus data centers and route to three separate Internet Service Providers.

11Q. Can the service provider use dark fibers owned by Radford University to minimize the amount of construction works?

11A. Radford University has dark fiber throughout the campus and could consider using depending on the contractors need. All dark fiber that we have an IRU for that is external to campus is currently being used.

Note: A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Respectfully,

Kevin McDowell

Phone: 540-831-5356

Email: dkmcdowel@radford.edu

| | |
|---------------|--------|
| Name of Firm: | |
| Signature: | Title: |
| Print Name: | |
| Date: | |

Attachment B

Contractor's Response to Request for Proposal (RFP) R19-006
Dated January 8, 2019.



ORIGINAL PROPOSAL FOR

RADFORD
UNIVERSITY

RFP# R19-006
CABLE-TV, DIGITAL STREAMING SERVICES

Due Date:
January 8, 2019 at 3:00 PM EST

Corporate Office

1905 Kramer Ln, SuiteA100
Austin, TX 78758
512-478-8858
512-478-8873 – fax

Administrative Office

100 First Stamford Place
Stamford, CT 06902
203-983-5400
203-661-6143 – fax

Engineering Office

107 Carson Drive
Bear, DE 19701
203-983-5400
302-392-2054 – fax

Engineering Office

2979 Pacific Dr. Suite C
Norcross, GA 30071
877-478-8858

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Cover Letter

January 8, 2019

Radford University
Procurement and Contracts Department
David E. Armstrong Complex
501 Stockton Street
Radford, VA 24142

Apogee Telecom Inc. (Apogee) is pleased to provide the following proposal in response to RFP # R19-006 for Cable TV and Digital Streaming Services at Radford University. Apogee's response is based on the RFP, Addendum 1 and 2, as well as the site visit.

Over the past 17+ years, Apogee has worked with Radford University to provide television services, Apogee has provided programming, equipment and installation on campus and feels the relationship has been a successful one. We greatly appreciate the opportunity to bid on this RFP and continue our relationship.

About Apogee:

Apogee, a privately-held company, is a leader in managed ResNet solutions and the nation's largest Video service provider within higher education. Servicing over 400 campuses with nearly a million subscribers across 45 states, Apogee's focus is on designing, building, servicing, operating and maintaining advanced telecommunications and ResNet platforms exclusively for colleges and universities.

Unlike our competitors, Apogee's complete focus is on the Higher Ed Market. We are dedicated to knowing and understanding the needs and wants of students 18-26. We have been providing video and ResNet services exclusively to this market for 20+ years, we have highly-qualified staff to assist you with Engineering, Deployment and Support of Services.

We provide our customers with high levels of personalized service, cutting-edge technology, and flexible options tailored to the unique needs of the University campus community. With the rapid evolution of networks and video delivery technologies, we are poised to provide best-in-class, customizable solutions to help each of our partners in the higher education community be on a progressive roadmap of technology growth and succeed in achieving student satisfaction and retention.

Apogee provides services to a wide range of institutions and to some of the largest universities in the country, including sixteen institutions across D.C. and Virginia. A sample of our partner institutions include American University, George Mason University, James Madison University, University of Mary Washington, Christopher Newport University and Roanoke College.

Your Client Services Manager, dedicated project manager and installation team will be there to assist you throughout the installation process. As your existing service provider, there will be no issues meeting your

installation timeframe. Apogee will hold a kick-off call to talk through the installation process and provide updates during installation and at the end, we will hold a close out meeting.

We offer a 24/7/365 call center located in Austin, Texas where students will speak with a live representative. Once a call is logged, a service case will be created, and our support team and your account manager will be updated in real-time on the status.

Privacy Summary:

Apogee does not share any private student data with other companies. Unlike other companies, our goal is to create a fantastic student experience for the residential student-not eagerly await an opportunity to sell data to 3rd parties or upsell additional services. Apogee understands that student privacy and protection of student data has always been a key priority of IT, student affairs and housing leaders in Higher Education. With the evolution of application-based IPTV for bulk distribution to campuses, protecting student privacy is a new dimension that should be considered and managed. In short, Apogee does not leverage its IPTV platform in hopes of capturing student data for commercial benefit or financial gain.

Proposal Summary:

Apogee will provide a service solution with a quality student experience.

Apogee has provided 3 options for your consideration.

- Option 1 – Traditional RF service to the television

- Option 2 - Traditional RF service to the television plus our Stream2 IPTV Service and OrcaTV

- Option 3 - Stream2 IPTV only service plus OrcaTV

With all options Apogee has provided a lower cost channel offering. Apogee has provided optional pricing for additional channels for your consideration.

All of Apogee's digital services are available to digital televisions without the need for set top boxes.

Apogee provides services to all academic and administrative units for no additional programming costs.

Apogee does not require the university to sign any third-party contracts.

Traditional RF Solution

Apogee will continue to utilize the existing head end system, as we do today, which will be owned by the university. The head end will operate in conjunction with existing university owned single mode fiber optic cable, existing coaxial distribution, riser & service drop cable and existing CATV distribution equipment. Apogee will provide quarterly preventative maintenance on the headend system. Apogee can repair or replace university owned equipment on a time and materials basis.

Stream2 IPTV Service

Stream2 is Apogee's next generation Internet Protocol TV (IPTV) service created specifically for your campus.

Stream2 integrates both entertainment and university social media, videos and flyers to create an all-in-one, engaging experience. This unique service speaks to the way today's students live and consume content and drives student success and engagement.

Students can access the IPTV service through an app branded for your university and all the content and programming it offers at any time, on a variety of WiFi connected devices.

Apogee's solution is completely unique, available across the nation, and backed by Apogee's world-class, 24/7 call center support. Stream2 is customized and branded for each campus and tailored to deliver individual universities with curated student and faculty campus content that drives engagement and retention.

Built on Apogee's deep-history of being a value-added extension to your team, Stream2 is the best way to keep your students on campus, engaged, and is a critical platform for driving success.

Please see features, benefits, support and services, the hardware and software requirements to deploy and operate the Stream2 platform within IPTV/Stream 2 section.

OrcaTV Campus Life Channel

The Campus Life Channel is a fully managed university channel which drives student success outside the classroom by engaging students through digital signage. Apogee will create custom guidelines with the university to understand what types of campus content is allowed. Next, we will collect flyers, videos and social media on a regular basis, and once approved, automatically display the content as a channel across the system and web based digital signage. As the Campus Life Channel grows, Apogee can help your campus grow the channel to other parts of campus, driving engagement & success by showcasing important campus information while students watch TV.

The Campus Life Channel is a digital media platform that drives student success and student engagement across a college campus. We achieve this by distributing a unique, curated channel of student and faculty collected fliers, videos, and social media that simplifies communications on college campuses and helps to inform and engage the university community.

Apogee will create a university-branded web portal that collects rich content automatically and through our user submission form. The portal hosts all approved content as well unique guidelines for your campus outlining what is appropriate to submit for the channel.

Once content is collected, it is approved against the guidelines by a member of Apogee's team and university staff. After it has been approved, the content is automatically converted, transcoded, and displayed on Stream2, Cable TV, websites and digital signage.

By bringing many different communication mediums to one place, Apogee creates a centralized platform that is accessible, interactive and fun to use.

ResNet and Managed Campus

In addition to our expertise in managed video and television solutions, Apogee also specializes in fully-managed Resnet and administrative network solutions. Apogee can work with the appropriate campus personnel to define specific data requirements and customize a solution to exceed all needs. Universities and colleges such as James Madison, Mary Washington, Emory & Henry and Richard Bland depend on Apogee's managed network solutions.

Benefits:

Advantages of working with Apogee

- Over 20 years of working exclusively with higher education institutions
- Protecting students' privacy- we DO NOT make your students the product by sharing private information
- Digital TVs view clear QAM channels without additional set top box
- 24/7 Student Support with Stream2
- Remotely Managed Head End significantly reducing downtime
- Highly responsive service with a single point of contact dedicated client services manager
- Local maintenance technician that knows your school's equipment and service
- Maximum flexibility and control to organize the lineup and add, remove or swap channels with 30 days-notice
- Extended equipment warranty over the life of the contract
- Flexible billing arrangements
- Apogee does not require the University to sign 3rd party contracts

If you have any questions regarding this proposal, or would like to discuss changes, please contact me at 804-647-8860. I look forward discussing this proposal with you in person and working with you and your team to provide the very best cable television and IPTV service at Radford University.

Sincerely,

Allison Casella
Director of Client Services

Apogee Profile

Apogee Telecom Inc. is the nation's largest provider of cable television and telecommunication services for colleges and universities. We meet the needs of 400+ campuses and nearly a million students in 45 states for 20+ years.

Apogee specializes in turnkey solutions for the design, installation, programming and maintenance of integrated video and data networks for colleges and universities seeking to control and customize their campus telecommunications. Apogee services include IPTV, HDTV, video streaming, VOD, digital signage, VOIP and emergency notification services, cable modem, wired and wireless internet, and managed Residential Network services and more. Apogee can provide these services with no upfront cost to the school.

The advantages of an Apogee managed private cable system for a college or university includes:

- **Control and Flexibility:** Instead of surrendering control of the cable system to the local cable operator, Apogee provides control and flexibility with respect to financing, payment terms, programming, network design and maintenance.
- **Customized Lineup:** Choose from a wide variety of programming sources, including traditional cable entertainment, international and educational programming, movie services and more. Insert new or existing campus based local origination channels for the broadcast of campus, community or academic specific content. Change your lineup at any time during the service agreement.
- **Managed Services:** Apogee manages all program licensing and copyrights for the cable television service during the term of an agreement. Apogee also lists the University lineup, at no extra charge, with the two most widely used channel listing services, www.tvguide.com and www.zap2it.com.
- **Billing and Fees:** Apogee bills on a bulk basis only for services delivered to residential units. Classroom and academic locations are free of charge.
- **Customer Service:** In addition to an assigned customer relations representative, Apogee provides a toll-free number to a group of experienced SCTE certified customer care specialists during normal business hours. After hours on-call urgent care support is also provided.
- **Maintenance:** Apogee will work with your school to design a campus-specific maintenance plan, which features a certified technician who is familiar to your campus and knows your system, access rules and your expectations.
- **Higher Education focus:** Apogee works exclusively with colleges and universities nationwide and understands the unique requirements within a campus environment. Apogee employees adhere to school vendor guidelines, drive clearly marked company trucks, receive the latest technological training and most importantly have experience working within the campus community. Apogee is a member of AHECTA, ACUHO, Educause, NACUBO and other higher education associations.

Apogee is headquartered in Austin, TX and maintains an operations office in Atlanta, GA and Bear, DE with an Administrative Office in Stamford, CT and technical and support staff in offices across the U.S.

Key Personnel

The following represents the team that will be assigned to the Radford University account:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Point by Point Response

A. Service, Approach and Methodology:

OPTION A - Digital RF Cable TV Service with Fiber and Coax distribution:

- a. The contractor shall provide a solution that will allow for distribution of Cable TV channels over the existing university fiber/coax RF distribution system. At a minimum, this service shall include local off-air channels (ABC, NBC, CBS, FOX, ION and PBS) and a basic suite of sports and entertainment channels. This will also include Radford University based programming and digital signage described (Attachment I).

Apogee Response: Apogee has provided multiple options for Radford University to consider. Apogee has provided optional pricing for additional channels.

- b. The contractor shall provide the required means, authorization, and content for the Radford University cable television system. The contractor shall furnish the head-end equipment or interface required which will include equipment and signals necessary to provide high definition (HD) entertainment programming to the Radford University fiber distribution systems at 501 Stockton Street, Radford, Virginia.

Apogee Response: Apogee agrees to comply

- c. Radford University prefers a basic digital RF system capable of multiple HD channels resulting in a total RF bandwidth of less than 600 MHz. The solution shall incorporate the existing Radford University digital signage and locally generated channels using the existing hardware or contractor provided hardware.

Apogee Response: Apogee agrees to comply

- d. Please describe if there are any restrictions on what can be shown in public/common areas. Please define any such restrictions.

Apogee Response: Apogee's base programming should not be shown in public places such as bars and restaurants. If service is needed in such areas, Apogee can provide a price quote.

- e. Describe any DVR capabilities provided with the system or as an option.

Apogee Response: For the traditional RF solution, DVR service is not available as there are no set top boxes. For the IPTV solutions (described below), 20 hours of DVR is included for each user.

- f. Radford University prefers a RF system that does not require set top boxes for TV reception of basic services. This could be considered if add-on optional services were available.

Apogee Response: Apogee provides service that does not require a set top box.

- g. Radford University reserves the right to obtain or originate programming and/or program channels independently.

Apogee Response: Apogee agrees that the University may obtain or originate content that cannot be provided by Apogee.

- h. The contractor shall assume the cost of making all required transitional changes from the current system/s currently in place at Radford University.

Apogee Response: Apogee agrees

- i. Radford University requests a basic maintenance contract for all RF headend equipment and systems over the life of the contract. A preventive maintenance structure is encouraged with a minimum of quarterly visits.

Apogee Response: Apogee will provide preventative and emergency maintenance on the headend system. Apogee will perform signal level testing on headend equipment. Apogee will test and balance the Equipment to achieve design parameters. Apogee can repair or replace university owned equipment on a time and materials basis.

- j. All proposals must meet FCC interference guidelines for RF. A desirable result would be to provide the minimum use of available bandwidth while meeting FCC guidelines on radiation inside aviation, communication, and navigation frequencies. Frequencies in-use should be outside of restricted frequencies or below stated FCC critical transmission levels sufficient to limit radiation risk and subsequent leakage measurements to acceptable levels.

Apogee Response: Apogee agrees

- k. The contractor shall provide the equipment necessary for the delivery and reception of programming, inclusive of headend equipment as described in Section III - Background. No equipment will be accepted that requires changes to the university's current cable distribution network unless agreed to by both parties and approved in writing by Radford University. The contractor shall describe all equipment (receivers, modulators, etc.) necessary for the delivery and reception of programming.

Apogee Response: As your current provider, Apogee will continue to deliver programming with the current head-end system in place. Apogee will provide a limited warranty on this Apogee-owned equipment throughout this contract term.

- l. A head-end system diagram should be supplied to describe the system proposed.

Apogee Response: Apogee will continue to deliver programming as we do currently. Head-end diagram enclosed as requested.

- m. Describe any technical training that you provide to University personnel to complete in order to provide first- tier troubleshooting for basic services. Indicate whether these courses would be taught by you or taught by others.

Apogee Response: As your current provider, we will continue to the utilize the existing system and will train as needed.

- n. A system diagram shall be provided to explain the network layout and operation and maintenance.

Apogee Response: Apogee will utilize the existing system in place today.

OPTION B – IP Streaming and or On Demand Video Content:

- a. Streaming solutions may consist of duplicate programming (to RF) or other programming of interest to college students.

Apogee Response: Apogee’s Stream2 IPTV lineup will closely duplicate the RF lineup.

- b. Provide a general overview of your Streaming or On Demand offering and content. Provide information on if the student can view content when off campus and how many concurrent streams can a user have.

Apogee Response: Due to the nature of our bulk cable offering and associated pricing, the programming is tied to the residential campus and its student residents. Apogee’s IPTV solution operates within University provided IP ranges making off-campus viewing not compatible. At this time, an individual account holder is able to have one concurrent stream. Additional information is available in the attached Stream2 details document.

- c. Streaming solutions should be compatible with current consumer-based network systems and feature flexible formats compatible with

- a. Windows, OSX, IOS and Android.
- b. Roku, Amazon Fire Stick, Apple TV and other streaming media players
- c. Browsers: Edge, Chrome, and Safari

Apogee Response: The Stream2 solution is compatible with all of the listed formats and devices.

- d. Describe the authorization methodology and frequency of user authentication. NOTE: Radford University uses Shibboleth (SAML2) or CAS (Central Authentication Service) as the primary method of single sign-on authentication.

Apogee Response: The Stream2 solution supports SSO (single sign-on) and Apogee will work with the school to set it up to work with your authentication method.

- e. Can this system be used to present locally generated content?

Apogee Response: Yes, Apogee can include university channels on the system.

- f. What is the extent of University Branding for the application?

Apogee Response: The branding inside of the Stream2 application can be customized with university specific color schemes, logos, pictures, and notifications.

- g. How is viewing over wireless connections experience different from wired (on demand adjustable bitrates, etc.)?

Apogee Response: Provided the Stream2 service is being used on a dense wireless network, there should be no experiential difference between usage over a wireless connection when compared to a wired connection.

- h. Please specify the minimum bandwidth for streaming content.

Apogee Response: At least 5 Megabits per second is recommended, however Apogee uses adaptive bit rate to control bandwidth of streaming content.

- i. What size of the 'network pipe' is recommended to provide service to approximately 4000 residents on an annual basis?

Apogee Response: Stream2 uses adaptive bit-rate and will adjust to the network infrastructure that is provided by the university while optimizing the video quality. Based on concurrent subscribers and the number of channels, a 4-10 gbps link is preferred.

- j. Does this system provide Closed Captioning?

Apogee Response: Yes.

- k. Contractor shall be responsible for all required equipment and implementation at Radford University. If cloud based, implementation of an acceptable authentication method should be included.

Apogee Response: Understood.

- l. Both cloud streaming and local streaming packages will be considered.

Apogee Response: Understood.

- m. Describe in detail any DVR capabilities provided with the system including where content is located and how many hours of storage is available for each user.

Apogee Response: 20 hours of DVR storage is available per user. The content is stored within the IPTV equipment. The system also automatically records the previous 24 hours of programming, separate from the 20 hours per user, so that users can watch shows that have aired previously.

- n. A system diagram should be provided to explain the network layout and operation and maintenance.
Apogee Response: Apogee will assume responsibility for the operation and maintenance of the IPTV system. Apogee's network layout for IPTV is proprietary. More information can be provided if Apogee is awarded the contract.

B. General Technical Requirements:

- a. Radford University will assume program licensing responsibility for TV channel programming originated by the University.

Apogee Response: Understood

- b. The contractor is encouraged to provide additional channel options as more programming is made available during the course of the contract.

Apogee Response: Apogee will meet with the university regularly to discuss additional services as they become available.

- c. One channel should be set aside for program listings (TV Guide channel) offered on RF provided systems and equipment provided to support this channel.

Apogee Response: Apogee will continue to provide the lineup guide as we do today for RF. Please note if this service is not necessary Apogee can provide some cost savings.

- d. The contractor shall clearly inform Radford University in writing of any restrictions regarding copyright, programming, distribution, recording of programming and rebroadcasting of programming.

Apogee Response: Understood

- e. The rate charged by the contractor shall include, but is not limited to, all fees such as application fees, programming, copyright filing, licensing, franchising, regulatory fees/surcharges and decryption authorization fees as necessary for providing the service. Charges outside of the vendors control such as increased programming fees shall be approved by Radford University prior to incorporation and be acknowledged by the University as a contract modification unless written into the initial contract.

Apogee Response: Understood

- f. The contractor shall provide at no charge technical support 24 hours per day, 7 days per week to Radford University support staff. Maintenance and technical support for headend devices and systems should be included at no additional charge on the items provided by the contract. Fiber/coax distribution is a property of Radford University and shall remain the technical responsibility of the University.

Apogee Response: Understood

- g. Please describe the contractor's guaranteed response time for head-end outages/streaming- server outages.

Apogee Response: Apogee monitors the health of the system remotely through our NOC in Austin, TX. Upon discovery or notification of a campus-wide outage, our NOC engineers troubleshoot the issue and after one hour, if it is deemed to be an issue that cannot be remedied remotely, a technician is dispatched for arrival on campus within 4 hours.

- h. Describe the response procedure should any service outages occur, and how billing will be adjusted for interruptions in service.

Apogee Response: Apogee has processes in place to respond to service outages based on a Priority System. Upon award, the Client Service Manager will work with the Radford University team to create a Communication and Support document which outlines the school's preferred communication chain in the event of an outage or service interruption. Apogee also has a process for notifying the school around any planned maintenance 48 hours prior to planned impact. Complete service outages are rare. In the event of an extended interruption of service, Apogee will evaluate if a billing adjustment is warranted.

- i. Contractor should provide the Radford University the ability to monitor the reception of all channels at the headend for quality control and diagnostic purposes. This should be provided at no additional charge.

Apogee Response: Apogee agrees.

- j. Describe the installation and cutover timelines. RU anticipates implementation of equipment and programming services to occur between June 1st and August 1, 2019. Minimum downtime is requested as some level of classroom support and residence obligations support will be required. During installation and cutover, vendor will provide a health check of Radford University's distribution architecture and provide suggestions for any enhancements to the system.

Apogee Response: As your current provider we will continue to provide RF Services using the existing headend system. The addition of the IPTV technology will provide minimal disruption.

- k. Annually AT the TIME OF RENEWAL the number of annually billed outlets (drops/doors/subscriptions) will be reviewed by Radford University if the contract is renewed and reported to the contract in a time-frame that is mutually agreeable to both parties.

Apogee Response: Apogee delivers a bulk service, if any dorm buildings are taken off line during the contract period, Apogee will adjust the price accordingly.

1. The contractor shall provide an itemized list of all programming and programming packages which can be delivered to the university. The university will select which programming to use at the time the contract is awarded. If a channel ceases to exist or any change in channel lineup the provider must provide written notice in advance of any changes. The Contractor will coordinate with Radford University to add any replacement channels at no charge to Radford University.

Apogee Response: Apogee has provided a listing of channels in our base price along with optional channels available for an additional cost.

C. Qualification and Relevant Experience:

- a. The contractor should provide a technical resume for maintenance and installation technicians assigned to work at Radford University.

Apogee Response: Please see Key Personnel

- b. Provide list of customers that are in similar size to Radford University that you currently offer this solution to. Can be listed in Attachment D.

Apogee Response: Please see Attachment D.

D. Capabilities, Skills, and Capacity:

- a. Provide list of any upcoming projects you have scheduled during our implementation time line.

Apogee Response: Apogee has a schedule that we maintain of installations and projects with all of our clients. Since we already provide service at Radford University, we are confident we will be able to manage the timeline set forth for service with a contract award in April 2019.

- b. The vendor should supply a complete catalog of the services it provides, regardless of whether they are being specifically proposed in this RFP.

Apogee Response: In addition to our RF and IPTV Video Services and OrcaTV Campus Life Channel described above in the cover letter, Apogee is the premier provider of Residential Network (ResNet) services – practically pioneering the space in higher education nearly 20 years ago. To attract, retain, and keep students on campus, we provide a high performing, wall-to-wall network capable of not only handling connected devices, but also a spectrum of bandwidth-hungry applications.

Universities nationwide, including the following Virginia colleges and universities- James Madison, Mary Washington, Emory & Henry and Richard Bland - depend on Apogee's managed network solutions.

Apogee provides guaranteed service levels, especially during peak periods, helping university leaders offload the costly risk of infrastructure upgrades to keep up with the ever-changing technology demands. With a proven track record, Apogee provides high-speed managed Wi-Fi to a range of residential halls old and new exceeding the at-home technology expectation, on campus.

In addition to ResNet, Apogee's Managed Campus provides the same level of service, predictability, and security to the rest of campus. As universities look to innovate into the future, their strategic initiatives are focused more on the applications that drive teaching, learning, living, and research rather than the infrastructure to support it. With end-to-end network management, universities realize significant value on their network being one of the important foundations for achieving their strategic plan.

We are happy to provide more detail on these services at an on-campus meeting upon your request.

E. Other Submission Requirements:

***Vendor should provide answers to the following questions if it applies to your solution and response:*

- a. Provide an overview of the solution you are proposing.

Apogee Response: Apogee is providing options for an RF-only solution, Stream2 IPTV-only solution and a hybrid RF and Stream2 solution. In addition, we have provided pricing for additional channels that can be added to these three solutions.

- b. Identify the equipment that you plan to lease to the University; identify the equipment that the University would be able to purchase and/or own.

Apogee Response: Apogee will continue to utilize all the existing headend equipment. The additional IPTV equipment will be provided as a managed service avoiding risk for the university to own equipment which is ever changing.

- c. Identify any one-time charges associated with altering the programming mix.

Apogee Response: Apogee does not charge any implementation fees for altering the lineup.

- d. Identify the turnaround time required to change the Video Content services once the University notifies you.

Apogee Response: Apogee asks for 72 hours for programming changes, but typically changes can happen in less time if needed.

- e. Explain the process for informing the University that either basic or premium services you offer are changing.

Apogee Response: Apogee will provide a written correspondence of changes.

- f. Identify the types and quantities of equipment comprising the emergency inventory that the vendor will maintain on the University's premises.

Apogee Response: Apogee does not keep spare inventory at customer sites, but we do have warehouses across the country with spare parts which can be shipped as needed.

- g. Identify the types of usage and performance reports that are offered. Indicate how often each can be supplied to the University and, if there is either a one-time or recurring charge associated with preparing and distributing the report, then the applicable costs should also be provided. Provide a sample of each available report.

Apogee Response: Apogee is happy to provide any available information of value to Radford University. These requests are managed through your dedicated Client Services Manager.

- h. Describe the maintenance services plans you offer. Be sure to identify which of these plans has been used as the basis of the pricing quoted in the pricing spreadsheet.

Apogee Response: See Maintenance and Support section on page 25.

- i. Identify the warranty period for labor and materials associated with any equipment the University will potentially be purchasing from you for implementation and ongoing management and operation of your solution.

Apogee Response: Apogee will utilize the existing university-owned headend system for the RF and will provide repairs or replacements in cooperation with the University. Apogee will provide a warranty on our Stream2 system.

- j. Identify any licensing requirements associated with your solution.

Apogee Response: Apogee provides this as a managed service with licensing included in our pricing.

- k. It is expected that Closed Captioning be made available with the service provided.

Apogee Response: Understood

- l. Provide the Trouble Reporting Procedure for basic services.

Apogee Response: Apogee provides the same high level of responsiveness and service for any level package that is chosen. Apogee monitors the health of the system remotely through our NOC in Austin, TX. Upon discovery or notification of a campus-wide outage, our NOC engineers troubleshoot the issue and after one hour, if it is deemed to be an issue that cannot be remedied remotely, a technician is dispatched to campus.

- m. Provide the Service Escalation Plan for basic services. The plan should identify both the steps involved in service escalation and the time line associated with progressing from one step to the next.

Apogee Response: Apogee provides the same high level of responsiveness and service for any level package that is chosen. Apogee has processes in place to respond to service outages based on a Priority System determined by the magnitude of the outage. Upon award, the Client Service Manager will work with the Radford University team to create a Communication and Support document which outlines the school's preferred communication chain in the event of an outage or service interruption. Apogee also has a process for notifying the school around any planned maintenance 48 hours prior to planned impact.

- n. Provide information on any Pre-Installation Site Specifications that are required.

Apogee Response: The University is responsible to provide the necessary Power requirements and HVAC at the headend location. Apogee will discuss with the university exact power and HVAC requirements based upon the option chosen.

Channel Menu & Programming

The Apogee solution allows Radford University to customize the channel lineup to fit any specific campus need and/or budget. Apogee will not require the university to carry any channels not requested or desired by the university. Apogee offers channels specifically catered for the university market. With this in mind, Apogee has provided a list of the programming available so that Radford University may choose and customize a lineup that meets the school's needs. Understanding that needs and wants change, Apogee allows Radford University to modify the channel lineup at any time during the contract period. The following channels are included in the base price.

| Traditional RF Services | | | | |
|-------------------------------|------------------------------------|-----------------------------|-------------------------------|-----------------------|
| All Channels Included: | + Choose 80 from this list: | | | |
| DSI Guide | ABC - WSET | CTGNN | Hallmark Movies and Mysteries | Nicktoons |
| CheddarU | A&E | Daystar | HGTV | OWN |
| CBS | AMC | Discovery Channel | History | Oxygen |
| MNT | America Live | Disney Channel | HITN | Paramount Network |
| Decades | Angel One | Disney Jr. | HLN | Pop |
| NBC | Angel Two | Disney XD | IFC | Prayer |
| Weather | Animal Planet | E! Entertainment Television | Impact Network | Pursuit |
| MeTV | AXS TV | Enlace | In Country Network | Reelz Channel |
| PBS | Baby First | EPIC | Inspiration Network | Russia Today |
| World | BBC America | ESPN | ION | Syfy |
| FOX | BET | ESPN2 | Kids & Teens TV | TBN |
| CW | Bible | ESPNEWS | Lifetime | TBS |
| Bounce TV | Bloomberg | ESPNU | LinkTV | TeenNick |
| Escape | Bravo | EWTN | MLB Network | TLC |
| University Channel 1 | BYUTV | Food Network | MSNBC | TNT |
| University Channel 2 | Cartoon Network | FOX Business Network | MTV | Travel Channel |
| University Channel 3 | CGTN | FOX News Channel | MTV Live | truTV |
| University Channel 4 | Christian TV Network | Fox Sports 1 | MTV2 | TV Land |
| University Channel 5 | Church Channel | Free Speech TV | NASA | USA |
| University Channel 6 | CMT | Freeform | National Geographic Channel | Velocity |
| University Channel 7 | CNBC | FUSE | NBA | VH1 |
| University Channel 8 | CNN | FX | NBC Sports Network | V-ME |
| University Channel 9 | Comedy Central | FXX | NFL Network | Weather Channel |
| | Cooking Channel | getTV | NHL Network | Weather Nation |
| | C-SPAN | Golf Channel | Nick Jr. | Women's Entertainment |
| | C-SPAN2 | Hallmark Channel | Nickelodeon | Z Living |

| Stream2 Services | | | | | |
|-------------------------------|-------------------------------|-----------------------------|----------------------------|----------------------|--|
| All Channels Included: | | | + Pick 24 Channels: | | |
| A&E | Food Network | NASA | Campus Life Channel | truTV | |
| AMC | FOX Business Network | National Geographic Channel | CheddarU | University Channel 1 | |
| Animal Planet | FOX News Channel | Nick Jr. | CBS | University Channel 2 | |
| AXS TV | Free Speech TV | Nickelodeon | MNT | University Channel 3 | |
| BBC America | Freeform | Nicktoons | Decades | University Channel 4 | |
| BET | FUSE | OWN | NBC | University Channel 5 | |
| Bloomberg | FX | Oxygen | Weather | University Channel 6 | |
| Bravo | FXX | Paramount Network | MeTV | University Channel 7 | |
| BYUTV | getTV | Pop | PBS | University Channel 8 | |
| Cartoon Network | Golf Channel | Pursuit | World | University Channel 9 | |
| CGTN | Hallmark Channel | Reelz Channel | FOX | | |
| Christian TV Network | Hallmark Movies and Mysteries | Syfy | CW | | |
| CMT | HGTV | TBN | Bounce TV | | |
| CNBC | History | TeenNick | Escape | | |
| CNN | HITN | TLC | ESPN | | |
| Comedy Central | HLN | Travel Channel | ESPN2 | | |
| Cooking Channel | IFC | TV Land | ESPNEWS | | |
| C-SPAN | In Country Network | USA | ESPNU | | |
| C-SPAN2 | Inspiration Network | Velocity | Fox Sports 1 | | |
| Daystar | ION | VH1 | MLB Network | | |
| Discovery Channel | Lifetime | V-ME | NBA | | |
| Disney Channel | LinkTV | Weather Channel | NBC Sports Network | | |
| Disney Jr. | MSNBC | Women's Entertainment | NFL Network | | |
| Disney XD | MTV | | NHL Network | | |
| E! Entertainment Television | MTV Live | | TBS | | |
| EWTV | MTV2 | | TNT | | |

Scope of Work

Traditional RF Service to the Television

Apogee will utilize the existing headend equipment in the back of the Armstrong Complex as we do today.

- University Channels will continue to be inserted to the lineup as they currently are.
- Local Channels will continue to be provided via Over the Air Antenna as they are today with the exception of ABC which will continue to be provided via satellite.
- Apogee will continue to provide Lineup Guide via the existing DSI equipment.
- Apogee will continue to insert Cheddar U to the lineup as we do today.
- Apogee will continue to provide 80 total satellite channels via the existing equipment, Apogee has proposed a slightly different lineup to reduce costs, please see channel menu for a listing of channels to choose from.

Apogee will continue to utilize the existing fiber optic and/or coaxial infrastructure to distribute traditional RF signal.

S2 IPTV Service

Apogee will install 1 rack of IPTV equipment co located with the CATV rack. Optional remote placement of this rack possible at an additional cost.

Apogee assumes 2 strands of single mode fiber terminated in LC/UPC or SC/UPC is available between the CATV/IPTV headend and the Radford University core switch.

Apogee will provide streaming video via a 10 GIG link for ingestion by the Radford University core switch. The current Radford University data infrastructure will be utilized for distribution.

University is responsible for Power and HVAC

Digital service offers the benefits of increased capacity to deliver more channels over existing distribution infrastructure, as well as better picture quality, especially for the majority of students with HD televisions. Unlike most local cable operators, Apogee delivers all digital services in “clear QAM” format that does not require the use of a set-top box. To view these services, residents will need an integrated digital television set with QAM tuning capability.

Apogee will not be responsible for the physical and/or operational condition of cable and/or equipment installed by others. Apogee can repair technical problems encountered during the course of this installation on a time and materials basis.

Clear QAM advisory: not all digital television tuners have the same ability to access unencrypted “clear” QAM signals. A small percentage of receiving devices may experience clear QAM tuning issues such as an inability to recognize the video and audio streams; the channel numbering format, the channel description, emergency alert screen message display, or the channel programming detail. This is a fluid situation since we expect that affected manufacturers will endeavor to remedy clear QAM issues as new television models are released. Please feel free to contact Apogee for additional information about digital televisions with known “clear QAM” performance issues and recommendations we might have for alternate digital devices (i.e. set-top boxes) that can be purchased by end users to resolve such issues. Programmers have the right to discontinue digital services in the clear, Apogee can provide alternate channel choices if needed.

IPTV

STREAM2

**CUSTOMIZABLE
ALL-IN-ONE
SOLUTIONS**



Overview

Exclusive to Higher Education

While large cable companies offer a generic 'one size fits all' solution, Apogee prides itself on deploying solutions tailored for your campus. Being exclusive to higher education, Stream2 is built on a foundation based on feedback we've received from administrators and students – ensuring that Stream2 is an IPTV service that fit your unique needs.

First, we focus on delivering the highest quality content to your campus. We work closely with the university to ensure we're providing the most relevant content for your community including cable TV programming, local over-the-air channels, local origination channels

Next, using our IPTV technology, we deliver the most efficient TV everywhere experience across multiple devices. The university has the ability to select an exact number of IPTV channels, rather than selling IPTV channels in bulk, providing more value and delivering a custom experience. Our adaptive bitrate video streamer ensures we optimize the viewing experience without clogging your networks.

Finally, our custom features allow the university to brand the app, create channels specific to their campus, pause, rewind, fast forward, record, and start over. All of these great features are supported by our 24/7 call center in Austin, Texas.

World-Class Service and Support

Stream2 comes with Apogee's proven and specialized 24/7 support for students, faculty and staff, ensuring student satisfaction and allowing administrators to focus on mission-critical goals.

While large cable companies try to apply their mass-market service and generic support to campus, Apogee's end user support model was designed from the ground up for higher education with a sole focus on the student experience.

Unlike small startups, Apogee's Austin based call center provides live phone support, email, and chat support allowing users to reach Apogee frequently and conveniently.

Custom Branding, Campus Content

Stream2 is a white labeled solution. We will work closely with your university's brand standards to integrate your brand, marks and logos into our application, the TV guide. This creates a sense of community, showcasing that the IPTV service is yours.

Features & Benefits

- **Live IPTV:** Stream2 allows residents to watch live, streaming TV across his or her approved devices while on campus.
- **Custom Branding:** The Stream2 app is built for your university. Our app is written to accommodate university branding, making the student experience unique to your campus and foster campus spirit and pride.
- **Reduce Bandwidth Consumption:** Stream2 will significantly reduce bandwidth consumption when students watch live TV on their devices. Stream2 is built inside your campus's network to deliver HD quality premium broadcast without consuming any external bandwidth.
- **Adaptive Bitrate:** Our streamlined technology makes for a more reliable HD quality experience. Stream2 leverages adaptive streaming to ensure the highest quality viewing experience, without clogging your network.
- **Cost Avoidance:** The behind-the-scenes efficiencies we have created not only drive a better viewing experience, but also avoid costs incurred from external streaming.
- **Trick Play and DVR:** Students can pause, rewind, fast forward, record 20 hours of HD content and even start shows from the beginning. This next generation technology will give students the flexibility to focus on their education but have the ability to record shows and wind-down stress-free.
- **Premium Content:** Stream2's turnkey solution provides premium content. Through Apogee's suite of offerings, your campus selects a channel lineup directly from Apogee

and does not have to rely on third-party content providers to gain access to content legally.

- **Authentication:** Stream2's architecture is built for custom integrations. Our authentication platform allows your campus to provide specific lineups based on your students' credentials and eligibility.

Support & Services

- **24/7 Customer Call Center:** Apogee provides integrated support to every student customer. Apogee's internal – **not outsourced** – Austin call center is open 24 hours per day, 365 days per year, providing round-the-clock Help Desk support for all of our colleges and universities. Students may contact Apogee via email, text, telephone, or live chat for support.
- **Full Move-in Support:** Apogee's call center expands every summer to accommodate the increased call volume during student move in. Our on-site network is integrated into our automated provisioning system that allows a student to go from zero to registered and online in under 2 minutes. Call answering times and percent of closed tickets are but a couple of actively monitored SLA driven goals Apogee tracks and performs to standards at all times.
- **Account Manager:** Your University will have an assigned Account Manager that monitors services and will provide updates and reports. This will provide a direct contact for ongoing communication related to services and student support.

Deployment

Devices

Stream2 can support several devices including:

- Apple iOS v8.2 and above
- Apple TV
- Amazon Fire TV
- Amazon Fire Stick
- Android v5.xx
- MacOSX 10.10 or above
- Windows 7 or above
- Roku Version 8

Browser Support

Stream2 can support the following browsers:

- Mac: Safari MacOS 10.11
- PC: Internet Explorer v11 or later
- Chrome
- FireFox

Network

Stream2 significantly reduces any potential network issues. As students use Netflix, Amazon Prime Video, Hulu, YouTube and other streaming services the impact on your external bandwidth can be detrimental. Because Stream2 lives within your network and leverages adaptive streaming, the app can deliver HD quality video without adding any strain to your external bandwidth.

Apogee provides a self-contained turnkey system, consisting of systems, software, video programming, and professional services.

Marketing and Public Relations

National Public Relations Campaign

Apogee's specialized Public Relations Team will work with you to provide strategically placed articles and information to highlight leading edge technologies and how providing these services place you at the forefront of technology with competing schools across the nation.

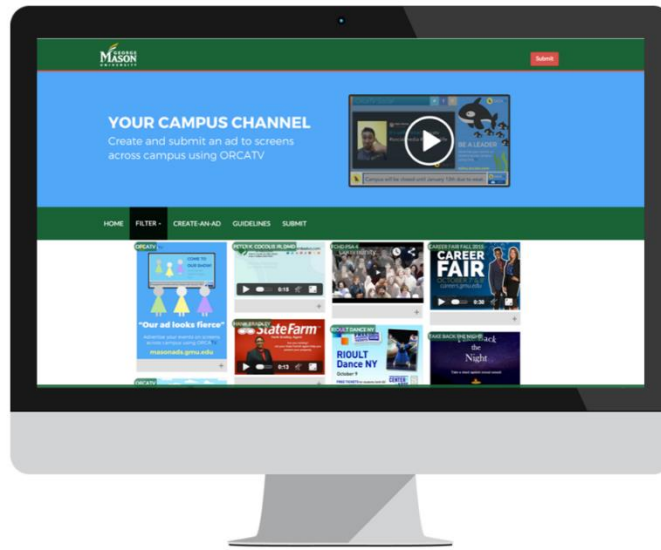
- Press Releases
- Case Studies
- Strategically placed articles
- Targeted conference presentations

Student Marketing and Communication

- Apogee works with the client to offer a customized introductory letter for student residents and/or parents. We offer toll free support posters to be distributed throughout the common areas of the residence halls. In addition, we can provide customized language for school internet pages, Facebook, or email campaigns which describe the service and how to get support.
- Apogee will provide marketing materials to the school prior to move-in fully explaining to the students the services being offered. The sign up brochure gives options for each service and provides instructions for registering online or by phone 24 hours per day.
- All information is easily accessible 24/7 online through our website or by calling into Apogee's call center.

OrcaTV Campus Life Channel Features

- **Portal:** Prior to launching on campus, Apogee will create a custom portal. Apogee will design the portal based on the university's brand standards. The portal will host the guidelines, all approved content, and the submission form.

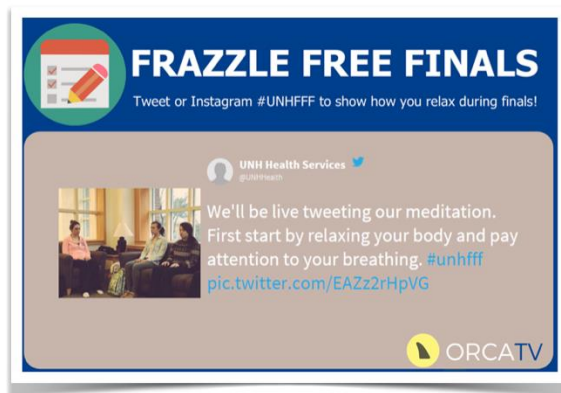


Portal Example: masonads.gmu.edu

- **Student Ambassador Program:** Apogee will interview, hire, and train our student ambassadors. The student ambassadors serve as our eyes and our ears on campus. Their main purpose is to assist Apogee and campus administrators in promoting the platform and educating the community on how to use Campus Life.
- **Social Feeds:** Collecting social media is a vital part of the Campus Life platform. The social feed becomes the pulse of campus happenings by providing students with the most up-to-date information. The Campus Life service will collect social posts from approved handles and pages. Each approved post will cycle in and out across our social feeds.



- **Social Campaigns:** In addition to the social feeds, Apogee can collaborate with the university to create social campaigns for specific events and initiatives. Using the event's hashtags and approved handles, the Campus Life service can distribute the posts across the Campus Life Channel driving awareness and excitement for the event or initiative. Social campaigns can also include live, interactive Twitter polls.



- **Social Post:** A social post is a Tweet, Facebook post, or Instagram picture. Apogee will collect a certain number of posts depending on the University's subscription type. Each post will be approved programmatically prior to posting; however, curation, personal approval and hashtag management will only be provided as an add-on service.
- **Event Post:** An event post is a content submission through our portal. The portal can accept any format of content (PowerPoint, Word, images, videos, YouTube videos etc.). Apogee will collect and curate a certain number of event posts annually outlined in your pricing model.
- **Guidelines:** With close help from the University, Apogee will create guidelines specific to your campus. These guidelines serve as the "rules" for posting content. They outline appropriate content and brand standards. Apogee's team will curate all content in accordance with these guidelines.
- **Content Support and Approval:** Once content is submitted, emails are sent to the user, administrator, and Apogee. If the content abides by the guidelines, Apogee will approve the content which is then ready for conversion. If the content is inappropriate for any reason, Apogee will reach out to the submitter, CC'ing the administrators and educate the user on how to fix their content in order for it to be approved.
- **Content Conversion and Upload:** When content is approved, Apogee's Campus Life platform will convert the file into the appropriate format and then upload it to the Campus Life Channel.

- **Social Media Curation:** As an optional service, Apogee will curate and approve all social posts. This gives the university flexibility to follow various handles, hashtags, and implement specific interactive campaigns.
- **Custom E-mail:** Campus Life can programmatically accommodate specific content approval by various administrators on campus. Campus Life can customize the approval process with regard to specific user groups, locations or channels. For example, if a student submits content to the athletics channel, an administrator within athletics can receive those particular submissions for approval.
- **Channels:** A channel is the university's output layout where all of the approved content is played. Each channel can represent a unique stream of content. For example, one channel can be for athletic buildings while another channel can be for the residence halls. Channels can be distributed across the Cable TV system, IPTV, websites or to existing signage in that location.
- **Licenses:** A license refers to the places where Campus Life's channel is integrated. For example, one license would be needed for the Cable TV headend. One license would be needed for each digital signage integration. If the university has 10 signage players on campus, they would need 10 licenses.
- **Formatting:** Apogee will format the players with the appropriate license, software, and code to ensure proper functionality.
- **Analytics:** Apogee will provide analytics on a regular basis to demonstrate the effectiveness of the platform. Analytics will be reviewed with our administrators and discussed to ensure we are always innovating and driving student success.
- **Features:** Campus Life Channel includes the following features, upgraded and additional features available upon request.

Maintenance & Support

Client Services Manager

By partnering with Apogee, you will have a designated Customer Account Manager who will be the direct contact for ongoing communication related to service and support. The Account Manager will be available for any and all questions or issues relating to programming, equipment, and billing.

Field Service Representative

Apogee will provide Radford University with designated certified maintenance technician, Shannon Stephens, who is familiar with your cable system, its components, and the key people on your campus.

Maintenance Service:

The Apogee proposal includes a standard maintenance package with quarterly preventative maintenance as on the head end system. Apogee can provide maintenance on the distribution system and repair or replace any university owned equipment on a time and materials basis.

Call Center Service:

Apogee will provide a 24/7/365 toll free number, caller will speak to a live CATV/Network expert. Apogee's call center is based in Austin TX.

University Personnel Support:

Apogee will assist with phone support for programming issues. If issue cannot be resolved remotely, Apogee will dispatch a technician.

Student Support for Stream2 IPTV Services:

Students may contact Apogee via email, text, telephone, or live chat for support. Our support center is managed in-house and powered by an advanced VoIP system providing detailed historical reporting, real-time call volume monitoring and a rigorous quality assurance program. Our clients see an average response time to reach a live person in less than 10 seconds.

Additionally, we expand all operations to accommodate the increased call volume during move-in times to deliver quality support for students.

Customer Technology Conference and Training:

Apogee offers a Customer Technology Conference. The interactive conference is designed to update and train our customers on current and future technologies, offer a forum to hear what other Universities are doing and meet all Apogee personnel.

Completed and Signed Legal Name, Address and additional Information

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

| | | |
|--|------|---|
| Name: Apogee Telecom, Inc. | | Date: 11/19/2018 |
| Street: 1905 Kramer Lane, Suite A100 | | Signature: <i>A. J. Casella</i> |
| PO Box: | | Print Name: Allison Casella |
| City/State/Zip: Austin, Texas 78758 | | Title: Client Services Director, SE Region |
| [REDACTED] | | Telephone: 804-647-8860 |
| eVA Vendor ID No.: VS0000026717 | Fax: | Email: acasella@apogee.us |
| <p>Check all that apply: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Individual</p> <p>Department of Small Business and Supplier Diversity (DSBSD) Certification No. _____ and Expiration Date: _____ Certification Category: <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Small Business (www.sbsd.virginia.gov) for additional information.</p> <p>eVA Virginia's eProcurement Portal Registered: Yes <input checked="" type="checkbox"/> - eVA Vendor ID# VS0000026717</p> <p>Commonwealth of Virginia State Corporation Commission registration number: _____</p> | | |

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

ADDENDUM NO. 1**TO ALL OFFERORS:**

| | |
|---|--|
| Reference Request For Proposal Number: | R19-006 |
| Commodity: | Cable TV, Digital Streaming Services |
| Dated | December 3, 2018 |
| For Delivery To: | Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142 |
| Proposal Due Date/Time: | January 8, 2019 up to and including 3:00PM Eastern |

All final questions must be submitted in writing to Kevin McDowell dkmcdowel@radford.edu by December 12, 2018 5:00pm eastern.

Amendments:

Page 7, Section VII Statement of Needs, Letter A: Service, Approach and Methodology, Letter a. remove the wording "off-air". Sentence will hereby read as follows; "At a minimum, the is service shall include local channels (ABC,NBC, CBS, FOX, ION and PBS) and a basic suite of sports and entertainment channels.

Page 8, letter e, has been changed to read: Describe any DVR capabilities provided with the system or if any consumer DVR will work with your system.

Clarification Section:

Below are questions and Answers related to the Pre-Proposal Conference held November 27, 2018.

The numbers followed by "Q" are questions, and those followed by "A" are answers to those questions.

1Q. Does the headend system consist of a Dish Network Smart-Box(s) or Dish Network receivers feeding QAM Modulators?

1A. A Dish Network Smart-Box for packaged streaming. Additional QAM modulated channels with additional receivers for some added channels.

2Q. Is the 50-plus academic, administrative, public/common areas, lounges within dorms, and residence hall buildings fed from the same Dish Network head-end system (i.e. Smart-box or receivers feeding QAM Modulators)?

2A. Yes, the same fiber feed is used from head end to all campus buildings.

3Q. Is the same programming that is currently being delivered to the residence halls also currently being delivered to the academic & administrative buildings? If not, please supply that reduced list of channels.

3A. Yes, but academic areas and administrative areas seldom/never view entertainment channels. In these buildings Cable TV drops are primarily located in classrooms, meeting rooms or at digital signage locations.

4Q. Is the same programming that is currently being delivered to the residence halls also currently being delivered to the (95) digital signage locations? If not, please supply that reduced list of channels.

4A. Yes, the full Cable TV feed is provided to these locations. However, these TV's are configured with channel controls locked out such that they are only tuned to the specific digital signage channel for that building/location.

5Q. Are the premium channels (i.e. HBO, HBO Family, HBO Comedy & Cinemax) being delivered in QAM or analog?

5A. Individual receivers with Blonder-Tongue QAM modulators.

6Q. Does the existing distribution system cross any public roads or right-of-ways or is it all contained within University owned property?

6A. Radford University has a fiber backbone routed throughout the main campus primarily using steam tunnels to route fiber to each campus building. For current buildings that are not physically on the main campus, Radford University coordinated with the City of Radford and the city's Radford Electric Department installed the fiber.

7Q. Does the distribution system expansion to the additional nearby apartment building (267 units) cross any public roads or right-of-ways or is it all contained within University owned property?

7A. Radford University is currently working to determine how the expansion to the nearby apartment buildings will be completed.

8Q. When the students vacate the residence halls from early May until late August, are the buildings (except for those that house summer students) completely shut down for any occupancy during that time?

8A. During this summer, one residence hall is primarily used to house any on-campus students taking summer classes. Muse Hall, the largest campus residence hall, is typically shutdown except for any dining activities. The other residence halls may be used by Conference Services or the student orientation program for short stays by guests. There would be no TV in room unless brought by conference attendee.

9Q. Please list the buildings and corresponding number of rooms that typically house the summer students.

9A. Typically we choose a different hall each summer to house students depending on maintenance schedules. The smaller buildings are used Draper, Bolling, Pocahontas, Norwood or Ingles. These halls have between 120-145 beds each.

10Q. Are the additional 267 apartments referenced on page 5 of the RFP included in the 1,854 campus doors referenced in Attachment J on page 38 of the RFP?

10A. Yes

11Q. Does the University own the Monroe Electronics R-189 system? If so, does the University wish to keep it?

11A. The University owns the Monroe Electronics R-189 system. The university intends to keep the Monroe Electronics R-189 system, but is open to options. Offerors should propose any options and provide cost differentiation for keeping the Monroe Electronics R-189 vs replacing this with something else and any additional functionality that might be available from the new system.

12Q. Does the University own the off-air antennas that feed the local channels?

12A. Yes

13Q. Are price increases allowed during the initial 5 year term? If so, how are the increases calculated (i.e. actual cost, CPI, not to exceed, etc.)?

13A. Price Increases will not be allowed in the initial 5 year term unless written or negotiated into the final contract.

14Q. Are price increases allowed during the renewal periods? If so, how are the increases calculated (i.e. actual cost, CPI, not to exceed, etc.)?

14A. Price increases and or decreases will be allowed at time of renewal during the renewal period. This should be calculated based on CPI as well as the number of units. Tyler Hall and Norwood Hall may be renovated during the contract term and would be removed from the unit count during renovation. Any other property changes, student enrollment changes or renovations may result in a change in the unit counts during renewal.

15Q. Please provide a Microsoft word file of the RFP to assist with the response format outlined in VIII

15A. This has been added to the <https://eva.virginia.gov> posting.

16Q. Our company's programming source, requires that the University sign their standard agreement (i.e. third party agreement). This would be in addition to the contract documents that the successful vendor would execute with the University. Can and will the University execute this third party agreement?

16A. The University reviews any submitted Third party agreements. If negotiated and agreed upon, they will be incorporated into the final contract document.

17Q. How many locally generated channels are programming versus digital signage?

17A. There is one channel that is currently available if the university wanted to use this to provide programming content, but this channel is rarely used. All other locally generated channels are used for digital signage.

18Q. Does the University own the fiber transmitters and equipment in the rack?

18A. Yes, this equipment is owned by the University.

19Q. Should offeror propose pricing based on number of doors or number of beds?

19A. Offeror should make pricing structure clear in their proposal. We wanted to provide the data that would allow you to include the appropriate number of "units" based on your proposed solution. Please identify how you calculated the unit numbers you are using.

20Q. What does the university mean by Basic Programming?

20A. Radford University purposefully did not include a specific set of required channels other than the ABC, NBC, CBS, FOX, ION, PBS. Radford University would like offerors to provide multiple tiers / options and the price differential for each such that Radford University can understand the costs associated with each option and select the best value for the university community.

21Q. Are there any channels that are required and non-negotiable from the University's current channel listing?

21A. See 21a. Ideally the selected package would also include some selection of sports, entertainment, news and weather channels.

22Q. Do you currently have an HBO programming issues with the existing satellite providers.

22A. Yes, there is currently a programming dispute that is preventing us from receiving HBO.

234Q. When does the University need a new contract in place?

23A. The university anticipates service implementation by the new vendor would be completed by August 1, 2019 and students would have access to the new services for the Fall of 2019.


Note: A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Respectfully,

Kevin McDowell

Phone: 540-831-5356

Email: dkmcdowel@radford.edu

| | |
|--|--|
| Name of Firm: Apogee Telecom, Inc. | |
| Signature:  | Title: Client Services Director, SE Region |
| Print Name: Allison Casella | |
| Date: 1/8/2018 | |

ADDENDUM NO. 2**TO ALL OFFERORS:**

| | |
|---|--|
| Reference Request For Proposal Number: | R19-006 |
| Commodity: | Cable TV, Digital Streaming Services |
| Dated | |
| For Delivery To: | Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142 |
| Proposal Due Date/Time: | January 8, 2019 up to and including 3:00PM Eastern |

All final questions must be submitted in writing to Kevin McDowell dkmcdowel@radford.edu by December 17, 2018 5:00pm eastern.

Clarification Section:

Below are questions and Answers related to the Pre-Proposal Conference held November 27, 2018.

The numbers followed by “Q” are questions, and those followed by “A” are answers to those questions.

1Q. Will Radford be providing all electronics (optical transmitter, optical receivers and amplifiers) to activate the nearby apartment buildings (267 Units)?

1A. Yes, Radford will supply all RF distribution components.

2Q. Will the existing coaxial riser cables, drop cables and passive equipment remain in place at the off campus apartment buildings?

2A. Largely yes, RU networking will make the specific decisions regarding necessary equipment and facilities for campus apartment buildings.

3Q. Will the RF coaxial, fiber network and data network be plug-and-play with the installation of a new RF/IPTV head-end?

3A. If we understand the question correctly, the answer is yes for the RF system. The RF component should work with our present delivery system. The IPTV system however will require specific integration with our networking environment.

4Q. Are the 3 buildings (1015 Calhoun Street, BCR & Bondurant) listed on attachment J the new nearby apartment buildings(267 Units) mentioned in the RFP? If not, are these current off-campus housing and currently being fed from the existing system?

4A. The 219units BCR are the newly acquired apartments. 1015 Calhoun and Bondurant are existing apartments that have been using existing current system.

5Q. Can a service provider respond with a full IPTV solution with no coaxial cable delivery? The solution will cover all the functionalities of a cable TV and more.

5A. Yes, we encourage you to respond with a solution for consideration. The RFP was intended to be open enough to allow a variety of solutions. Please include detailed information on any set top boxes or other hardware needed to use the service with a standard television.

6Q. Does every dorm room have a wired Ethernet port or Wi-Fi connected to the University's IT network?

6A. WiFi coverage is available throughout the Radford campus. Residence Hall rooms on campus have 1-2 wired Ethernet ports. Apartments may only have WiFi access.

7Q. Can the select academic labs and classrooms, various educational media equipment access and support points, as well as designated office spaces TV receivers be connected to the University IT network through wired Ethernet?

7A. All of these locations have WiFi and the majority of these locations have a wired Ethernet and Coax connection. We would need to evaluate the cost of IPTV receivers for each of these locations.

8Q. Does Radford University insert locally produced emergency alerts into the Monroe Electronics R-189 receiver system? Or is the university only relaying EAS messages from federal, state and local EAS authorities?

8A. The Monroe box does have a CAP add-on which allows us to connect to other emergency systems in use at the University. We do not replay alerts. Insertion is automated on all channels at the same time as the message is sent.

9Q. Does Radford University currently insert locally produced programming? How many HD channels are inserted? How many SD channels are inserted?

9A. The present RU system allows up to 16 additional open QAM channels (HDE-8C-QAM/IP). The majority of these channels are used to transmit digital signage that is specific to a building or college but is distributed across the entire Coax system.

10Q. IPTV programming is typically handed over to a Radford University router, and delivered to the dorms and common area TV's through the University's IT network. Where is that border router located? Does it support BGP?

10A. The two external Internet routers support BGP, but BGP is not used internal to campus. These routers are located in the campus data centers and route to three separate Internet Service Providers.

11Q. Can the service provider use dark fibers owned by Radford University to minimize the amount of construction works?

11A. Radford University has dark fiber throughout the campus and could consider using depending on the contractors need. All dark fiber that we have an IRU for that is external to campus is currently being used.

Note: A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Respectfully,

Kevin McDowell

Phone: 540-831-5356

Email: dkmcdowel@radford.edu

| | |
|------------------------------------|--|
| Name of Firm: Apogee Telecom, Inc. | |
| Signature: <i>A. J. Casella</i> | Title: Client Services Director, SE Region |
| Print Name: Allison Casella | |
| Date: 12/17/2018 | |

Attachment D: Offeror Data Sheet

| | | | | | |
|---|--|------------------------------|--|----------------------------|----------------------------------|
| 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: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">NAME: Allison Casella</td> <td style="width: 50%;">TITLE: Director of Client Services, SE Region</td> </tr> <tr> <td>PHONE: 804-647-8860</td> <td>EMAIL: acasella@apogee.us</td> </tr> </table> | | NAME: Allison Casella | TITLE: Director of Client Services, SE Region | PHONE: 804-647-8860 | EMAIL: acasella@apogee.us |
| NAME: Allison Casella | TITLE: Director of Client Services, SE Region | | | | |
| PHONE: 804-647-8860 | EMAIL: acasella@apogee.us | | | | |
| 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: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">YEARS: 20</td> <td style="width: 50%;">MONTHS: 2</td> </tr> </table> | | YEARS: 20 | MONTHS: 2 | | |
| YEARS: 20 | MONTHS: 2 | | | | |
| 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. | | | | | |
| [REDACTED] [REDACTED] | [REDACTED] [REDACTED] [REDACTED] | | | | |
| [REDACTED] Fax: () | Email: [REDACTED] | | | | |
| Project: Cable Television | | | | | |
| Dates of Service: [REDACTED] | \$ Value: [REDACTED] | | | | |
| 2) Company: [REDACTED] | Contact Name and Title: [REDACTED] [REDACTED] | | | | |
| Phone: [REDACTED] Fax: () | Email: [REDACTED] | | | | |
| Project: Cable Television | | | | | |
| Dates of Service: [REDACTED] | \$ Value: [REDACTED] | | | | |

| | |
|--|--|
| 3) Company: [REDACTED] | Contact Name and Title: [REDACTED] |
| Phone: [REDACTED] Fax: () | Email: [REDACTED] |
| Project: Cable Television, Stream2 IPTV, Orca TV | |
| Dates of Service: [REDACTED] [REDACTED] | \$ Value: [REDACTED] |

| | |
|---|--|
| 4) Company: [REDACTED] | Contact Name and Title: [REDACTED] |
| Phone: [REDACTED] Fax: () | Email: [REDACTED] |
| Project: Cable Television, Stream2 IPTV, Orca TV (2019) | |
| Dates of Service: [REDACTED] | \$ Value: [REDACTED] |

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

| | |
|---|---|
| 5) Company: [REDACTED] | Contact Name and Title: [REDACTED] |
| Phone: [REDACTED] Fax: () | Email: [REDACTED] |
| Project: RF cable only | |
| Dates of Service: [REDACTED] [REDACTED] | \$ Value: [REDACTED] |

Attachment F – SwaM Utilization Plan

Attachment F, 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 for additional information on DSBSD certification.

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

Attachment G: Financial Proposal

Apogee Response: Based on 1,854 Units (doors)

Option 1 – Traditional RF service to the television

Apogee will provide programming and maintenance for \$124,500 annually.

Option 2 - Traditional RF service to the television plus our Stream2 IPTV Service and OrcaTV

Apogee will provide this service for \$191,175 annually.

Option 3 - Stream2 IPTV only service plus OrcaTV

Apogee will provide this service for \$179,250 annually.

Apogee's price is based on the total door count, Apogee does not charge for academic or administrative locations.

Students who live on campus will have access to the service.

Apogee's service is delivered in bulk, there will be no additional costs to the students.

Optional Channels: Apogee can provide the following satellite channels to ANY of the above options for the additional programming cost listed below:

- **CBS Sports \$4,227.12 annually**
- **Mid-Atlantic Sports Network, NBC Sports Washington, Fox Sports 2, Big Ten Network, SEC \$24,027.84 annually**
- **Telemundo, NBC Universo, History En Espanol, Azteca America, Discovery En Espanol \$4,672.08 annually**

While Dish Network and HBO are still in contract negotiations at the time of this proposal, Apogee can provide details on this service once the negotiations are settled.

The price quoted is based on a twelve (12) month billing cycle over a five (5) year service agreement with five (5) one-year renewal options. The programming portion of the cost is calculated based on 1,854 active living units. This rate has been seasonally adjusted for lower occupancy in the summer and holidays.

Apogee only passes along documented programmer rate increases / decreases once annually with 30 days-notice. If in any given year programmers do not increase rates, the university will not see an increase.

Prices do not include applicable sales, use, communications or other taxes imposed on the Apogee services, excluding income taxes.

This proposal is confidential between the University and Apogee. Apogee agrees to Radford University's Terms and Conditions and will send Apogee's contract upon award of RFP.

Attachment C

Contractor's supplemental contract correspondence to
Contractor's Response to Request for Proposal (RFP) R19-006 as
follows:

1. **Clarification Questions, Dated February 7, 2019**
2. **Additional Clarification Questions, Dated March 4, 2019**
3. **Negotiation Points, Dated April 5, 2019**
4. **Negotiation Points Round 2, Dated April 23, 2019**
5. **Negotiation Points Round 3, Dated May 2, 2019**

Clarification Questions – Apogee

Please enter your company's response to the questions below and email back to dkmcdowel@radford.edu no later than **5:00pm Eastern time on Thursday, February 7th**. To clarify certain areas of the proposal submitted in response to the RFP# R19-006, we are requesting a response to the items listed below. The questions below are organized to match the major section of the RFP Statement of Needs in which the topic appears.

1.) Qualification and Relevant Experience

- 1.) 24 hour monitoring is not accomplished presently. What changes would make that possible?

Apogee Response: Our team is working on a solution that would make 24-hour monitoring possible. Apogee has a call center and NOC that is staffed 24/7/365 giving us the ability to remote in to your system to respond to any issues that arise.

- 2.) Please provide a sample of a technical resume of installation and design technicians who may be assigned to Radford University to provide an example of the caliber of support they have.

Apogee Response: In the Key Personnel section of the RFP response, we have included the resumes for the Apogee employees that will provide technical support to Radford throughout the life of the contract. Below, we have included the resume of our Director of Network Solutions:

Peter Casanave, Director of Network Services

Pete has worked over 20 years in the IT industry, with over 18 strictly focused on mission-critical wide area networks services. Pete is responsible for helping to steer the architectural growth strategy of Apogee's networks and related network delivery equipment, managing the team of senior engineers and architects that execute new deployments and upgrades, and for the professional development, mentoring and coaching of all network engineers within Apogee's team of talented professionals.

Pete brings a lifetime of solid, always-on networking discipline and strategic knowledge to Apogee. He is a combat veteran of the United States Army with numerous combat tours, where he received the Bronze Star Medal in combat, amongst many other awards and decorations. He is one of the small handfuls of enlisted service members to have ever been inducted in the U.S. Army's Bronze Order of Mercury, even before becoming a senior Non-Commissioned Officer. This was in recognition for his efforts in leading Multi-National Forces Iraq strategy and effort in commercializing tactical communications via Cisco-based networking and VoIP solutions, amongst other efforts in making a more efficient and effective operational communications platform. These efforts included time embedded with numerous branches of the U.S. Department of Defense in combat. He was also chosen to lead the U.S. Army's communications effort at the U.S. Embassy – Baghdad, Iraq and led the engineering team for the Coalition Joint

Network Operations Command and Control Center – Iraq (JNCC-I), both as critical Non-Commissioned Officer-In-Charge (NCOIC) roles.

2.) Capabilities, Skills, and Capacity

- 1.) Radford University use WPA2 – Enterprise for WiFi connections via Eduroam. Many streaming media players do not support WPA2 – Enterprise. What secure methods would you recommend for supporting these devices?

Apogee Response: We recommend MAC-based authentication (MAB).

3.) Approach and Methodology

- 1.) What resources will be dedicated to supporting Radford University contract?

Apogee Response: Apogee, as an entire company, exclusively services higher education. When you are a client of Apogee, you have the support of all of our teams to meet your satisfaction. As outlined in the RFP Response, you will have a Client Services Manager, dedicated Maintenance technician and IT/Video Engineer. Universities launching IPTV often fail to recognize the many student devices that are used to stream and the support these devices require. Apogee provides 24/7/365, US-based support through a dedicated phone number to Radford University as well as our Stream2 Knowledge Base Support website, which gives students multiple ways to reach out to us for support- call, text, chat or email.

- 2.) Please provide a clear definition of Unit, that will allow us to validate if Classrooms, Residence Hall lounges / common areas need to be included in the unit counts.

Apogee Response: We are using living units which means a door to the hallway. Academic and administrative areas have access to our service at no additional charge and are not included in the unit calculation.

- 3.) How long has Stream2 been in production?

Apogee Response: Apogee has been providing IPTV video for over 15 years. Legacy IPTV required separate providers for programming and encoding, causing confusion and delayed downtime for service-related issues. For this reason, in 2015, Apogee created our own fully-managed IPTV service providing end-to-end support for the university and your students with one accountable partner. We do not require you to sign third-party service agreements. Also, Apogee does not leverage its IPTV platform in hopes of capturing student data for commercial benefit or financial gain, per our Privacy Policy, which was an important consideration when we were developing our solution. Our goal

was to deliver the best fully-managed service, with the student experience and privacy protection as our primary goals.

4.) Is Stream2 an Apogee technology or maintained by some other provider?

Apogee Response: Stream2 is an Apogee technology.

5.) Please provide a sample list and number of other Universities using Stream2 solution.

Apogee Response: The Offeror Data Sheet attachment of our RFP response included a sampling of VA/D.C. customers with our Stream2 service. In addition, University of Kansas, University of Texas at Austin and Purdue University are long-term customers. Nationally, Apogee has 40 colleges and universities using Stream2 at this time. We are happy to provide additional references upon request.

6.) Will EAS interrupts function in Stream2? Describe how they will be seen while viewing streamed content.

Apogee Response: We have provided pricing for Stream2 that does not have EAS capability. We do have an option for EAS insertion which is available as an add-on package. From our experience, most universities have text alert services (like RU Alert at Radford) that are activated on student handheld devices, making EAS on IPTV unnecessary.

7.) Please identify if any NON Radford content or any non-university advertising will appear on the OrcaTV digital signage and channels.

Apogee Response: We do not inject non-Radford content unless the University requests it. Our OrcaTV Campus Life Channel gives our partner institutions the option to use the Orca platform for local advertising opportunities. Apogee does not manage these sponsors, but OrcaTV can be leveraged in that way if it is of interest to the University.

8.) The Channel Menu & Programming is a little confusing. Please describe this in more detail and how the Traditional RF is different than Stream 2 Services and exactly what is available based on the proposed costs.

For RF services, you can choose 80 satellite channels along with the 23 over the air and local origination channels listed for a total of 103 channels.

For Stream2, we provide a base line-up of 75 of the most popular channels and allow you to choose an additional 24 channels from the right column in the table provided for a total of 99 channels. Apogee will share a demo of the IPTV services at the February 26th meeting.

We hope that this clears up any confusion.

- 9.) Does the RF service provide 80 Channels + the 20 "All channels included for a total of ~ 100 channels. How is this different than the Stream 2 Services and what does Pick 24 Channels mean?

Apogee Response: For RF services, you can choose 80 satellite channels along with the 23 over the air and local origination channels listed for a total of 103 channels.

For Stream2, we provide a base line-up of 75 of the most popular channels and allow you to choose an additional 24 channels from the right column in the table provided for a total of 99 channels. Apogee will share a demo of the IPTV services at the February 26th meeting.

- 10.) Who has primary control over the ORCATV channel? And how long does it take to get items approved for display?

Apogee Response: Radford University. We are here to assist in creating and curating content. Most content can be evaluated and posted within 24 hours.

- 11.) Can Apogee auto-generate or provide monthly performance reports?

Apogee Response: Yes. Our Client Service Manager will collaborate with Radford university to understand what data is important for you all to see and will create reporting that will be presented to Radford University on a monthly or quarterly basis.

- 12.) What does the warranty on Stream2 system consist of?

Apogee Response: Stream2 is a fully-managed IPTV solution. The service is warrantied through the life of the contract.

- 13.) Please expand on your definition of general public locations. Radford University has multiple dining halls on campus. Are those included in this definition? (pg 9 of proposal)

Apogee Response: All dining halls and areas on campus that are student-facing are included as an extension of our residential service. Places that are not near-exclusively facing on-campus students (Starbucks, bar/restaurant facing the street, etc.) require an add-on programming package.

- 14.) What is "base programming (pg. 9 of proposal)" that cannot be shown in public places? Would a public place include common area lounges in residence halls?

Apogee Response: As with your current Apogee service, common area lounges are not considered public venue and are provided with programming at no additional cost. Base

programming, as described in the RFP response, means without an add-on package for public/private viewing.

15.) Does Apogee have a “dashboard” interface that is able to show usage for Stream2 that is available to Radford University?

Apogee Response: With Stream2 being a fully-managed service, we do not have customer-facing dashboards. Our Client Service Manager will collaborate with Radford university to understand what data is important for you all to see and will create reporting that will be presented to Radford University on a monthly or quarterly basis.

4.) **Pricing**

1.) Would there be savings in option 2 by dropping or not using the ORCA product?

There would not be a savings by dropping or not using Orca. Understanding the University’s interest in Orca, Apogee added the service to the RFP at no additional cost.

Clarification Questions from 2/26 RFP Presentation – Apogee

Please contact Allison Casella at acasella@apogee.us or 804-647-8860 with any follow up or clarification needs upon receipt of these responses. Thank you!

1.) Request for Excel file of channel options so that Radford can compare to current channels.

- a. Attached.

2.) “The Weather Channel” is on the All Channels list and “Weather” is on the Pick 24 list for Stream2. Please clarify if these are two different channels.

- a. Yes, these are two different channels. You currently have The Weather Channel and also have Weather on your off-airs. You can decide whether you want both during the channel selection process upon award of the contract.

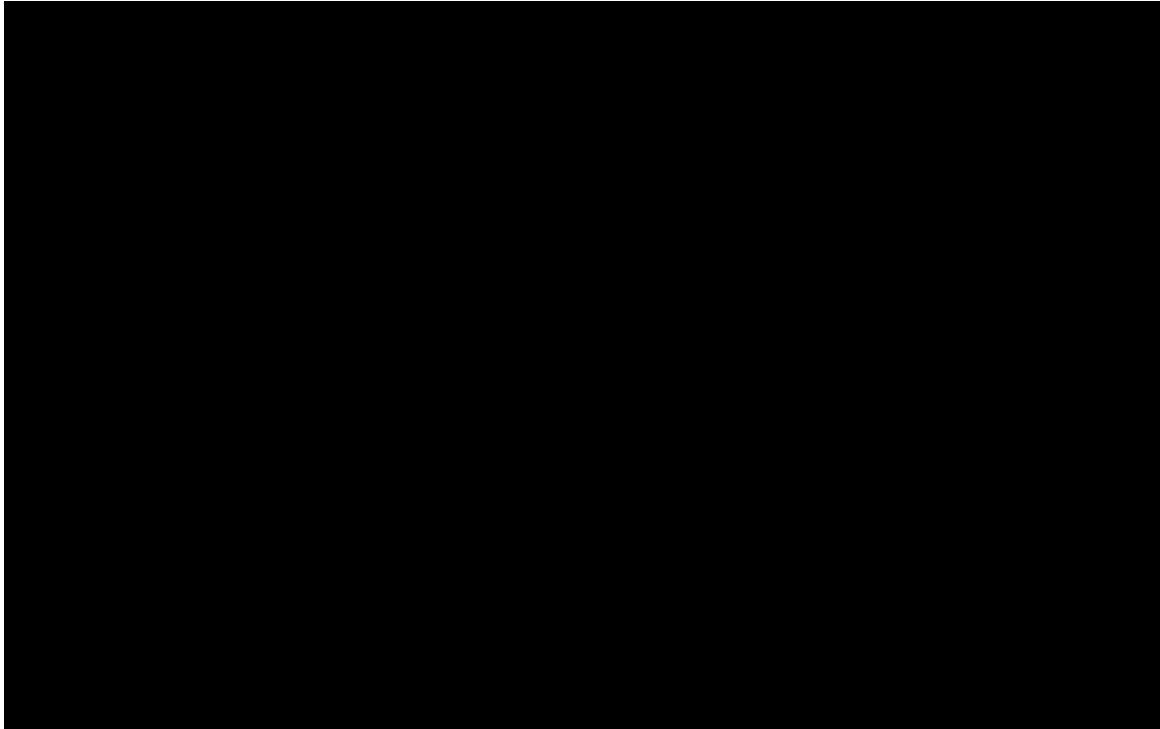
3.) Ed Oakes requested that we provide information on the coverage required to make streaming possible in other buildings at schools that we service that are similar in size to Muse Hall (900+ residents).

- a. Whether it is Stream2, Hulu, YouTube, Netflix or Amazon that the student is streaming, all require the same network infrastructure, resource density and quality. The answer to this is more related to whether the building is ready for the modern user’s internet consumption than whether Stream2 will work there. This is the case with a building housing any number of residents. It is a valid concern which every modern university has on their plates. A primary factor is the number of users per AP, since not all APs are created equally when it comes to ability to support concurrent HD streaming and latency-sensitive gameplay users. It is important to understand that these are not Stream2 requirements. These impact all HD streaming content providers equally. A 1000-bed residence hall will likely peak out at a 25% concurrent consumption, which is 250 beds. Given that our peak stream with audio is ~6Mbps, you can predict 1.5 to 2Gbps video traffic to that building. Radford would want at least 10Gbps to that hall if they want to consider it streaming video-ready, Apogee or otherwise. This would require researching availability of quality 5GHz 802.11ac throughout every area of the residence halls. -67dBm RSSI and -25dBm SNR is the modern vendor-neutral standard for modern dense streaming and online game play networking.

Additionally, the Stream2 platform provides adaptive bitrate technology allowing a user to continue viewing streaming content in a reduced quality picture when experiencing a weaker wireless signal, or a sharper image when there is a strong wireless connection.

4.) Please provide a diagram of the paths that make Stream2 work.

- a. See diagram below.



5.) Please provide pricing for EAS as an “add-on” to Stream2

- a. Option 2 - Traditional RF service to the television plus our Stream2 IPTV Service and OrcaTV: Apogee will provide this service for \$191,175, plus \$5,900 annually
- i. Please note that with EAS added, 80 channels are available for IPTV. There would be no changes to the RF channel menu.
 - ii. Power requirements for this option- S2 Standard power: (2) Dedicated L6-30R 208-240 volts. S2 Standard HVAC: an additional 29,900 BTU required
- b. Option 3 - Stream2 IPTV only service plus OrcaTV: Apogee will provide this service for \$179,250, plus \$17,900 annually.
- i. Please note that with EAS added, 80 channels are available for IPTV.
 - ii. Power requirements for this option- S2 Standard power: (2) Dedicated L6-30R 208-240 volts. S2 Standard HVAC: an additional 29,900 BTU required

6.) Radford communicated the desire to know the 3-5 least-watched channels to aid in channel selections over time.

- a. What is important to Radford is important to Apogee. Apogee will have the capability to offer analytics important to Radford beginning in Fall 2019. We are working to build-in: downloads, active users, least watched channels, and general utilization information. We will incorporate this information into a regularly-scheduled stewardship meeting.

7.) Radford requested clarification on how many additional racks there would be to what they have now.

- a. With our original proposal, there would be one additional (full) rack in addition to what you have now. With the proposal that includes EAS, we would need 1 additional (full) rack plus ½ a rack. We can work with Randy to consolidate other equipment to share racks if he would like.

8.) Kevin will send a list of Users (names and email addresses) that we can set up with access to the Stream2 demo.

- a. We can send the user names and passwords to Kevin to comply with the RFP requirements. Those users will be able to download the app or sign-in from the web player and can get a good feel for how the app works.

Apogee
APPENDIX A – Dated March 22, 2018
Negotiation Points

Radford University RFP # R19-006
Cable-TV, Digital Streaming Services

As allowed in Section IX B Award of Contract of the subject RFP, the University is conducting negotiations. Following is a list of negotiation questions we are requesting your company to respond.

You must include a response to each question in the order presented below. Do not leave any areas blank or refer the negotiation committee back to your original proposal submission. Please be concise in your response. Please note that Radford University is considering the combined RF and Streaming solution package all negotiations should be based off this offering.

LEGAL:

1. **RADFORD UNIVERSITY – QUESTION:** Do you agree there are no sections in your proposal deemed proprietary or confidential? If no, specifically identify sections and the reasons as to why they are deemed either proprietary or confidential. Please note that Radford is a state agency required to be transparent in its practices, processes, policies and relationships with all stakeholders, while ensuring protection of confidential information.

Apogee – ANSWER: The only section of the RFP response that we had marked as confidential is our pricing document. We do not publish or share our pricing publicly. Also, our IPTV diagram is proprietary to Apogee and should not be shared outside of Radford University.

2. **RADFORD UNIVERSITY – QUESTION:** Are you in agreement with all terms and conditions as published in the RFP solicitation?

Apogee – ANSWER: Apogee is in agreement with the Terms and Conditions as published in the RFP solicitation, except for as follows:

In RFP Response:

7. **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.

Apogee's proposed language since RF equipment is owned by the customer, but IPTV equipment being installed will be Apogee-owned.

Provision of Equipment: Apogee shall own all IPTV equipment that Apogee installs at the Property under this Agreement unless and until such time as that Equipment is purchased by Customer. It is understood and agreed that the equipment is not and shall not be deemed to be attached to or a fixture on the Property and, except for any Equipment that has been purchased or is required to be purchased by Customer, Apogee shall be entitled to remove the equipment from the Property upon expiration or termination of this Agreement. Customer shall use commercially reasonable efforts to ensure that none of its employees, students, residents, contractors and/or visitors to the Property: (i) use any devices that cause frequency interference; (ii) move alter or change any Equipment; (iii) connect, directly or indirectly, additional devices to any Equipment; (iv) or authorize or permit any person to tamper or perform unauthorized modifications to the equipment.

3. **RADFORD UNIVERSITY – QUESTION:** If awarded a contract do you agree to the standard two-party contract made available in the RFP document will be the only document used to award the contract?

Apogee – ANSWER: The standard two-party contract is the only document needed, unless there are additions or changes to services within the contract, which would require an addendum specifying the terms and conditions of the specific services involved.

4. **RADFORD UNIVERSITY – QUESTION:** Based on your proposal there are no additional Terms and Conditions proposed. Please confirm. No other terms and conditions shall be considered after execution of the contract.

Apogee – ANSWER: There are no additional Terms and Conditions proposed. If there are additions or changes to the services within the contract at any time, we will work with Radford to sign an addendum specifying the terms and conditions of the specific services involved.

Technical:

5. **RADFORD UNIVERSITY – QUESTION:** Is there any way to change the settings to automatically record the last 72 hours of programming and have it available to students?

Apogee – ANSWER: We currently provide the last 24 hours of programming to students and settings cannot be changed to provide further back than 24 hours at this time. We do provide 20 hours of DVR service per student so that they can record the specific shows that they want to watch on their schedule.

6. **RADFORD UNIVERSITY – QUESTION:** What is the minimum bandwidth needed to watch a stream without frequent buffering?

Apogee – ANSWER: For Video and Audio, we recommend a minimum of 3.5 megabits. 5 megabits is ideal.

7. **RADFORD UNIVERSITY – QUESTION:** Please provide a contact at least one institution where residence hall students are streaming primarily via the campus Wi-Fi network. (We would like to reach out to them and understand their network architecture and or any problems they are having.)

[REDACTED]

8. **RADFORD UNIVERSITY – QUESTION:** For users that visit campus during summer conferences, is there a way to provide access to a basic streaming lineup or any type of programming?

Apogee – ANSWER: Apogee can create additional Stream2 log-ins for summer groups with credentials that can be shared with the guests and they can enjoy the same content that we stream to students. Orca content is made available on Stream2 as well, if that service is implemented. Of course, RF cable service will continue to be available to anyone on-campus, as it is today.

IMPLEMENTATION:

9. **RADFORD UNIVERSITY – QUESTION:** Please list any expectations you have of Radford University or any other institution of higher education, should you be awarded the contract?

Apogee – ANSWER: Apogee will need a contact for escorted access and parking on campus. An IT contact to direct access through the firewall will also be needed. Aside from this, Apogee does everything we can to make implementation as seamless as possible for our University contacts.

10. **RADFORD UNIVERSITY – QUESTION:** How long do you anticipate the Radford University RF signal will be down during implementation if at all? What flexibility would Radford have in determining the final installation date? Radford desires to have the installation completed by July 25th, 2019.

Apogee – ANSWER: Being the incumbent provider, Apogee will not need to make any changes on the RF side and there will be no interruption to this service. To manage expectations for Stream2 implementation, we would like to have a 4-hour window to turn up service. RF service can certainly continue without interruption through the July 25th completion date and we are happy to work with Radford on a schedule that satisfies an IPTV installation completion of July 25th, 2019 or sooner.

Financial: Following are questions related to your **Financial Proposal**

11. **RADFORD UNIVERSITY – QUESTION:** Do you anticipate adding the new ACC network channel when available in August 2019 and if so at what additional cost if any?

Apogee – ANSWER: Yes, we will be able to provide ACC Network when it is available in August 2019. We are working with DISH right now to find out if there will be additional charges or if ACC network will be a part of the current package. We will follow up with you as soon as we have final details.

12. **RADFORD UNIVERSITY – QUESTION:** Currently Radford receives 4 separate Sports channels that are not listed on your current proposal Can these be included? CBS Sports network, Fox Sports 2, CSN Mid Atlantic, MASN

Apogee – ANSWER: Yes, these four channels can be provided. Pricing for these channels was provided in the Attachment G – Financial Proposal submitted with the RFP Response and is as follows:

- CBS Sports \$4,227.12 annually
- Mid-Atlantic Sports Network, NBC Sports Washington, Fox Sports 2, Big Ten Network, SEC \$24,027.84 annually

13. **RADFORD UNIVERSITY – QUESTION:** This proposal was written with cooperative language to include the additional 10 Virginia Association of State College & University Purchasing Professionals (“VASCUPP”) higher education schools. Are you willing to extend your current pricing proposal to these schools? If not, can you provide a standardized pricing model, to include in RU’s contract, for these other institutions to utilize?

Apogee – ANSWER: Due to the fact that every school has different channel requirements, unit counts and different infrastructure set-up, we would need to evaluate each school on an individual basis to determine if pricing would remain consistent, but Apogee has a long history of working with collaborative state contracts and cooperative procurement groups and we are happy to work with other schools to provide a custom pricing proposal for services that are a fit at their college or university.

Answers provided by:

A. G. Casella

Apogee Authorized Representative

Allison Casella, Client Services Director, SE Region
Printed Name / Title

4/5/2019
Date

Apogee
APPENDIX A – Dated April 23, 2019
Negotiation Points, Round 2

Radford University RFP # R19-006
Cable-TV, Digital Streaming Services

- 1. RADFORD UNIVERSITY – QUESTION:** After additional discussion, Radford has determined that if we choose to move forward with Apogee, we would prefer to have EAS available for both the streaming service and the RF service. Therefore, we would like you to proceed with providing any updated pricing based on Stream 2 with EAS provided locally to be inserted on all provided channels.

Apogee – ANSWER: Our pricing for the Stream2 On-Premise Service including EAS with your current Monroe equipment is as follows:

Five Year Initial Term

Based on 1,854 Units (doors)

Traditional RF service to the television plus our Stream2 IPTV Service

- **Apogee will provide this service for \$183,101 annually without the additional regional sports channels**
- **Apogee will provide this service for \$207,129 annually with the optional sports channels (Mid-Atlantic Sports Network, NBC Sports Washington, Fox Sports 2, Big Ten Network, SEC)**
- **CBS Sports can be added for \$4,227.12 annually.**
- **Telemundo, NBC Universo, History En Espanol, Azteca America and Discovery En Espanol can be added for \$4,672.08 annually.**

- 2. RADFORD UNIVERSITY – QUESTION:** We know that the Cable TV and TV Streaming market are continuing to evolve and therefore after more discussion, we would like to see what the contract term would have on pricing.

- a. How would the pricing change if we negotiated a 3-year contract with (7) – 1 year renewal options?

Apogee – ANSWER: As this is being provided as a managed service, there is no incentive provided for a longer term. Apogee expects throughout a 10 year agreement to be in a position to refresh the equipment to keep up with technology evolution. Our best pricing is using a 5 year term. Should the University elect to cancel the agreement prior to end of a 5 year term, Apogee would request the following early termination fee to recoup our equipment and installation investment:

End of Year 3: \$97,417.87

End of Year 4: \$52,176.40

- b. Also, please continue to look at and include the original proposed 5-year contract plan with (5) – 1 year renewal options.

Apogee – ANSWER: See pricing in Question 1 above for five year contract with optional years.

- 3. RADFORD UNIVERSITY – QUESTION:** Please clarify what, if any, cost reductions we might receive if we decide to drop the RF signal in year 3.

Apogee – ANSWER: There would be no savings created for if the University chose to drop RF. The realized savings will come in the form of the University no longer having to maintain the coax plant.

- 4. RADFORD UNIVERSITY – QUESTION:** Radford University could accommodate an installation as early as the week of June 3rd. We could look at the last two weeks in May, but this might be a stretch.

Apogee – ANSWER: Depending on award date, we would move expeditiously to deliver service as early as possible in June. Our lead time is typically 6 weeks from agreement, but we could work to expedite the process to 4 weeks if we have agreement by May 1.

- 5. RADFORD UNIVERSITY – QUESTION:** Apogee will review and see if any of the listed sports channels were available a la carte? (Fox Sports 2, Mid-Atlantic Sports Network, NBC Sports Washington, Big Ten Network, SEC)

Apogee – ANSWER: All of these channels are available as standalones except for Fox Sports 2. That said, each of these channels is more expensive as a standalone than as a part of the package price that we get from Dish. This is represented in the \$24,028 difference between the two options in question 1.

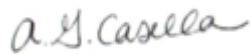
- 6. RADFORD UNIVERSITY – QUESTION:** Apogee will review if there are any cost savings, credit if we were to change lineup early to allow early construction (early June).

Apogee – ANSWER: Yes, should the University remove the regional sports package from the current line up to the new line up in a new agreement, Apogee will pass along any savings created through that change.

We appreciate the opportunity to revise our pricing and provide further explanation on the items Radford has requested. We believe the following factors set Apogee apart:

- Trusted Radford partner with deep campus knowledge will yield an efficient and painless installation
- Higher Ed focus ensures we continuously develop our streaming platform for the most relevant devices
- No 3rd party contract required
- Our privacy policy ensures that student information is kept private and is not leveraged for our gain
- One accountable partner delivering the experience end-to-end, eliminating the finger-pointing among vendors when service is compromised

Answers provided by:



Apogee Authorized Representative

Allison Casella, Client Services Director, SE Region

Printed Name / Title

4/23/2019

Date

Apogee
APPENDIX A – Dated May 1, 2019
Negotiation Points, Round 3

Radford University RFP # R19-006
Cable-TV, Digital Streaming Services

- 1. RADFORD UNIVERSITY – QUESTION:** In regards to the Negotiation Points Round 2, Question 2. Radford University certainly has no plans of canceling this contract early. However, we must ask why the installation and maintenance cost is so high considering Radford's prior ownership of the RF plant. Stream2 equipment considering a few servers and hard drives surely could not justify nearly \$100,000 after year 3? Radford University would like to suggest a more reasonable end-of-service fee structure:

End of year 3: \$40,000

End of Year 4: \$20,000

Apogee – ANSWER: This end of service fee is acceptable. Apogee will remove all Apogee-owned equipment upon end of contract or end of service.

- 2. RADFORD UNIVERSITY – QUESTION:** Please confirm the EAS will interrupt on all Streaming Channels with both video and audio as is the case with RF distribution?

Apogee – ANSWER: Yes, the EAS will interrupt both audio and video in the same manner it does today on RF distribution.

- 3. RADFORD UNIVERSITY – QUESTION:** When a viewer is recording Stream 2 content, will an EAS alert be recorded as well? Also, will a current EAS alert be able to over-ride a previously recorded video during playback with Stream 2?

Apogee – ANSWER: Yes, at this time the EAS alert will record as well. At this time, when a user is watching recorded content, we are not able to over-ride with EAS alert. If they are viewing Stream2 on their devices and an EAS alert comes up from a secondary source, it will show on their device.

- 4. RADFORD UNIVERSITY – QUESTION:** Please confirm that Radford University faculty/staff will have access to Stream2 services?

Apogee – ANSWER: Yes, faculty and staff members will have access to Stream2 while on campus and within the IP ranges Radford provides.

- 5. RADFORD UNIVERSITY – QUESTION:** Please confirm the Stream2 service will be available at our Radford University Carilion site in Roanoke, Va. As long as we have an IP address that is restricted?

Apogee – ANSWER: It was indicated that this campus was connected via fiber and has an IP range which can be supplied to us. Additional equipment is likely, and a technical call would be needed in order to review requirements. If there are additional units, Apogee can provide pricing.

- 6. RADFORD UNIVERSITY – QUESTION:** Please confirm that the RF and Stream2 channel lineup will be the same no loss in the number of channels to either.

Apogee – ANSWER: No, the channel line-ups would differ on RF and Stream2. Stream2 has a capacity of 80 channels of Radford's choosing from the channel menu in the RFP response. The RF will be 80 satellite channels, plus any over the air and local insertions.

- 7. RADFORD UNIVERSITY – QUESTION:** Can Apogee provide this service for \$175,000 annually without any additional regional sports channels if Radford will accommodate a June install?

Apogee – ANSWER: Unfortunately, we do not have any additional concessions to offer. Our pricing will remain firm at \$183,101. Also, at this time a June installation is not able to be accommodated. As your current provider, we will continue providing RF service and will schedule the IPTV installation as the schedule allows upon RFP award. The price is based on the value that we offer and that you have come to expect from this service.

Answers provided by:



Apogee Authorized Representative

Allison Casella, Director of Client Services, SE Region

Printed Name / Title

5/2/2019

Date

Appendix

Contractor's supplemental contract correspondence to
Contractor's Response to Request for Proposal (RFP) R19-006 as
follows:

1. **Appendix A: Apogee requirement for quoting purposes.**
2. **Appendix B: RF Channel Selection**
3. **Appendix C: Stream2 Channel Selection**

Appendix A

Apogee provides a custom service and each school's needs are unique, we will work with the school to gather information that will allow us to provide accurate pricing.

Variables:

- Channel Line-up Requirements, including over-the-air/local origination programming
- RF Only/IPTV Only/RF+IPTV?
- Is EAS integration required?
- Are premium channels desired/required?
- Unit Count
- Term Length
- Maintenance Needs
- Is any distribution work required for us to provide this service?
- Information on head-end location and if co-location of any equipment is required

In addition, Apogee conducts a site survey at each school that allows us to ask questions about anything specific to the school that may affect pricing.

Appendix B RF Channels

| Traditional RF Services | | | | |
|-------------------------------|------------------------------------|-----------------------------|-------------------------------|-----------------------|
| All Channels Included: | + Choose 80 from this list: | | | |
| DSI Guide | ABC - WSET | CTGNN | Hallmark Movies and Mysteries | Nicktoons |
| CheddarU | A&E | Daystar | HGTV | OWN |
| CBS | AMC | Discovery Channel | History | Oxygen |
| MNT | America Live | Disney Channel | HITN | Paramount Network |
| Decades | Angel One | Disney Jr. | HLN | Pop |
| NBC | Angel Two | Disney XD | IFC | Prayer |
| Weather | Animal Planet | E! Entertainment Television | Impact Network | Pursuit |
| MeTV | AXS TV | Enlace | In Country Network | Reelz Channel |
| PBS | Baby First | EPIC | Inspiration Network | Russia Today |
| World | BBC America | ESPN | ION | Syfy |
| FOX | BET | ESPN2 | Kids & Teens TV | TBN |
| CW | Bible | ESPNEWS | Lifetime | TBS |
| Bounce TV | Bloomberg | ESPNU | LinkTV | TeenNick |
| Escape | Bravo | EWTN | MLB Network | TLC |
| University Channel 1 | BYUTV | Food Network | MSNBC | TNT |
| University Channel 2 | Cartoon Network | FOX Business Network | MTV | Travel Channel |
| University Channel 3 | CGTN | FOX News Channel | MTV Live | truTV |
| University Channel 4 | Christian TV Network | Fox Sports 1 | MTV2 | TV Land |
| University Channel 5 | Church Channel | Free Speech TV | NASA | USA |
| University Channel 6 | CMT | Freeform | National Geographic Channel | Velocity |
| University Channel 7 | CNBC | FUSE | NBA | VH1 |
| University Channel 8 | CNN | FX | NBC Sports Network | V-ME |
| University Channel 9 | Comedy Central | FXX | NFL Network | Weather Channel |
| | Cooking Channel | getTV | NHL Network | Weather Nation |
| | C-SPAN | Golf Channel | Nick Jr. | Women's Entertainment |
| | C-SPAN2 | Hallmark Channel | Nickelodeon | Z Living |

Appendix C Stream2 Channels

| Stream2 Services | | | | |
|-------------------------------|-------------------------------|-----------------------------|----------------------------|----------------------|
| All Channels Included: | | | + Pick 24 Channels: | |
| A&E | Food Network | NASA | Campus Life Channel | truTV |
| AMC | FOX Business Network | National Geographic Channel | CheddarU | University Channel 1 |
| Animal Planet | FOX News Channel | Nick Jr. | CBS | University Channel 2 |
| AXS TV | Free Speech TV | Nickelodeon | MNT | University Channel 3 |
| BBC America | Freeform | Nicktoons | Decades | University Channel 4 |
| BET | FUSE | OWN | NBC | University Channel 5 |
| Bloomberg | FX | Oxygen | Weather | University Channel 6 |
| Bravo | FXX | Paramount Network | MeTV | University Channel 7 |
| BYUTV | getTV | Pop | PBS | University Channel 8 |
| Cartoon Network | Golf Channel | Pursuit | World | University Channel 9 |
| CGTN | Hallmark Channel | Reelz Channel | FOX | |
| Christian TV Network | Hallmark Movies and Mysteries | Syfy | CW | |
| CMT | HGTV | TBN | Bounce TV | |
| CNBC | History | TeenNick | Escape | |
| CNN | HITN | TLC | ESPN | |
| Comedy Central | HLN | Travel Channel | ESPN2 | |
| Cooking Channel | IFC | TV Land | ESPNEWS | |
| C-SPAN | In Country Network | USA | ESPNU | |
| C-SPAN2 | Inspiration Network | Velocity | Fox Sports 1 | |
| Daystar | ION | VH1 | MLB Network | |
| Discovery Channel | Lifetime | V-ME | NBA | |
| Disney Channel | LinkTV | Weather Channel | NBC Sports Network | |
| Disney Jr. | MSNBC | Women's Entertainment | NFL Network | |
| Disney XD | MTV | | NHL Network | |
| E! Entertainment Television | MTV Live | | TBS | |
| EWTV | MTV2 | | TNT | |