INSTITUTE FOR ADVANCED LEARNING AND RESEARCH
REQUEST FOR PROPOSALS

ISSUE DATE: January 11, 2019
TITLE: Audio-Visual Design and Installation
RFP NO.: RFP 01-2019
ISSUER: Institute for Advanced Learning and Research
150 Slayton Avenue
Danville, VA 24540

The Institute for Advanced Learning and Research ("IALR") invites proposals from qualified contractors with experience in designing, procuring, configuring, installing, testing, and supporting audio-visual solutions, with a proven track record on similar projects.

All inquiries for information about this request for proposals ("RFP") should be directed to: Pam Patterson, Executive Administrative Assistant, , Institute for Advanced Learning and Research, 150 Slayton Avenue, Danville, Virginia 24540, email: pam.patterson@ialr.org.

Proposals must be mailed or hand delivered to:

Institute for Advanced Learning & Research
ATTN: Procurement Office
Atrium Reception Desk/Procurement
150 Slayton Avenue
Danville, VA 24540

Sealed proposals for furnishing the goods/services described herein will be received until February 1, 2019; at 3:00 p.m. at the location stated below. **Proposals must reach the above address by the deadline stated.** IALR is not responsible for proposals that do not arrive by the deadline. Late submissions will not be considered. Oral, telephonic, telegraphic, facsimile, or other electronically transmitted bids will not be considered.

An optional pre-proposal conference will be held at IALR at 2:00 p.m. on January 25, 2019, at 150 Slayton Ave., Danville, VA, in Room 207.

It is the responsibility of interested offerors to obtain a complete copy of this RFP, including all addenda subsequently issued by IALR. Interested offerors are responsible for regularly checking eVA and/or IALR's website for any addenda or contacting IALR directly to inquire about any addenda. IALR will not be responsible if the RFP and/or any addenda are not received by potential offerors.

The provisions of this RFP, including any addenda that may subsequently be issued by IALR, shall be and hereby are incorporated by reference into this RFP Cover Sheet. By signing this RFP Cover Sheet, the undersigned offers and agrees to furnish the goods and services stated herein in accordance with all of the provisions of this RFP, including any addenda issued by IALR.

NAME AND ADDRESS OF OFFEROR:

_____ **DATE:** _____

_____ **BY:** _____
(SIGNATURE)

_____ **NAME:** _____
(PLEASE PRINT)

_____ **TITLE:** _____

EMAIL: _____ **PHONE:** _____

Offeror's Fed ID No:_____

Offeror's SCC Identification Number: _____

<u>LATE PROPOSALS WILL BE REJECTED</u>

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INSTITUTE FOR ADVANCED LEARNING AND RESEARCH
REQUEST FOR PROPOSALS
Audio-Visual Design and Installation

I. PURPOSE

The Institute for Advanced Learning and Research ("IALR"), on behalf of its Information Technology ("IT") Department, is issuing this Request for Proposals No. 01-2019 (the "RFP") to solicit responses from qualified contractors ("Respondents") with demonstrated experience designing, procuring, configuring, installing, testing, and supporting audio-visual solutions on projects of a similar size and scope.

IALR intends to select one firm to furnish these goods and services using the competitive negotiation procedure for nonprofessional services contained in Section 2.2-4302.2 of the Virginia Public Procurement Act ("VPPA"); provided, however, that IALR reserves the right to award multiple contracts.

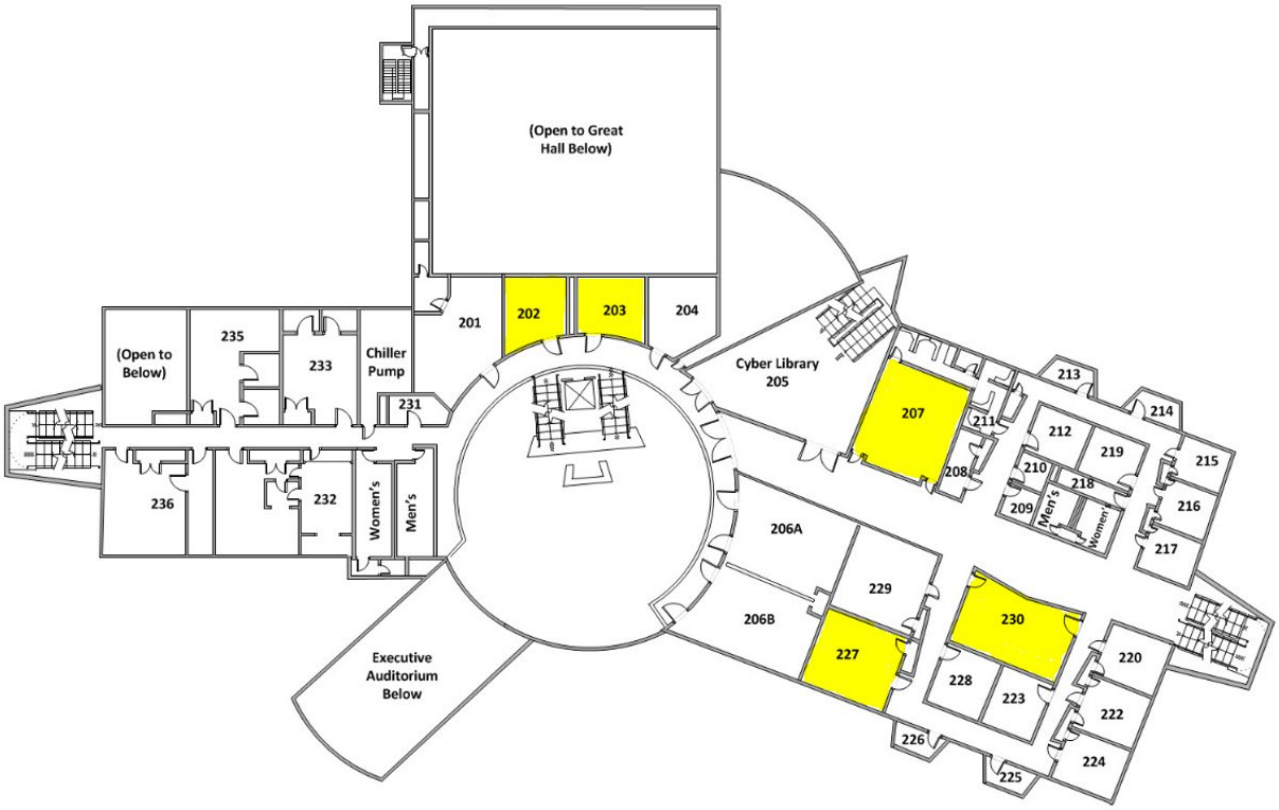
II. BACKGROUND

IALR was created by the Commonwealth of Virginia in 2002 as an independent political subdivision of the Commonwealth of Virginia for the purpose of diversifying Southside Virginia's economy and serving as a catalyst for growing its innovation economy. IALR develops and attracts technology and talent critical to the region's economic transformation through strategic research, advanced learning programs, conference activities, community outreach programs, and technology infrastructure development. IALR brings together leaders from industry, academia, and government to advance technology-focused solutions that lead to economic growth, job creation, and public benefits in Virginia. IALR energizes emerging markets in the high-tech sector by filling gaps in the marketplace, connecting key stakeholders, expanding broadband services, conducting critical economic analysis, and providing access to intellectual and financial capital. IALR's campus includes multiple facilities. IALR's main facility is located at 150 Slayton Avenue, Danville, Virginia. The main IALR facility includes 93,000 square feet of research, classroom, conference, and office space equipped with updated technology.

III. STATEMENT OF NEEDS; SERVICES REQUIRED

IALR is seeking proposals for audio-visual design and installation related to an upcoming technology renovation in several of its meeting rooms. Several rooms require a complete up-fit in technology and others require varying degrees of changes.

The following diagram shows the five rooms involved in this project.



- The room numbers are 202, 203, 207, 227, and 230.
- Rooms 202 and 203 are very similar in their setup. They are both board rooms and the configuration will be the same in each.
- Room 207 is a general purpose room which already has new displays in it.
- Room 227 is classroom which will require all new equipment.
- Room 230 is a classroom that has recently been up-fitted. This room only needs a confidence monitor mounted to the back wall which mirrors one of the two existing flat-panels on the front wall. This room will not require any control panel or surface.

The primary goals of this project are as follows:

- Professionally designed, intuitive solution that can be setup and used by all IALR employees through wall mounted control panels and easy to follow instructions.

- Design details that are consistent with IALR's overall A/V design strategy.

- The solution must incorporate the use of the Crestron NVX platform for network AV (unless otherwise noted). Respondents must be certified in the Crestron NVX solution and have a proven track record integrating the

Crestron NVX technologies.

- The network switch for rooms 207 and 227 will be in our network closet marked 208 on the diagram. A new Cisco switch with SFP ports will be required.

- Unless otherwise provided, the requirements for each room will be included in the design and installation to be carried out by the selected Respondent ("Contractor").

- Designs for Rooms 202 and 203 will require the following:

  Description: These rooms are nearly identical in their setup. Currently they have a large drop down projection screens and a Barco projectors, and two mounted plasma screens. The equipment rack is located within the wooden cabinet structure at the front of each room.

  1. Rooms 202 and 203 will have displays mounted and connected to the control panel and audio visual system in each room.
  2. The network switch for Rooms 202 and 203 will be in our network closet which is marked 231 on the diagram. The solution requires a new Cisco switch with SFP ports for interoperability.
  3. A 10" control panel will be mounted to the wall for control of all of the technology
  4. The control panel will need to be programmed for control of the Lutron lights and window shades as well as all of the A/V needs.
  5. There will be two HDMI inputs from the table surface in the room to the main displays.
  6. There will be two USB ports from the table surface to the room computer. The room computer will be rack mounted and furnished by the provider. The room computer will be the only source for controlling the interactive display via a USB cable connection. Touch will not be available from the table inputs.
  7. The room audio will play through the existing ceiling mounted speakers.
  8. NVX encoders/decoders will be required for all sources and displays.
  9. Cable runs will be pulled back to the network closet.
  10. The room(s) video conference solution will be required to provide software-codec based conferencing. This solution needs to include a PTZ camera and a ceiling tile beam forming mic array located above the table for web-based conferencing calls.
  11. These rooms will require the removal of the mounted ceiling projectors and the two plasma displays in each room.

- Design for Room 207 will require the following:

Description: Room 207 is currently fitted with 4 displays, one on each wall. The displays are new and WILL NOT need to be replaced. The front display is a 98" interactive display and the rear is a 90" non-interactive display. The two side monitors are both 70". The source is mirrored on all the displays in the room. The podium holds a computer and an amplifier for audio in the room and it connects to the displays and speakers via wall jacks and an umbilical cord. The room is on a raised floor.

1. The goal for Room 207 is to get away from using an umbilical cord and have a floor box put in to the floor by the podium position(s).
2. A power sequencer is required in the room for powering up the devices.
3. There will be two positions for the podium to go. Each position will require a floor box to be cut in for inputs.
4. The podium position closest to the interactive display will require a USB extender and cable to go to the back of the monitor for touch capability.
5. Two NVX decoders will be used for the displays. One to the large front display, which will be mirrored to the two side displays, and another to the rear display.
6. Two HDMI sources are required from the podium.
7. The room speakers will remain in place, but the amplifier will be replaced.
8. A wired podium mic and a wireless lavaliere and handheld mic combo will be required for the presenter voice amplification.
9. A 10" control panel will be mounted to the wall for control of all of the technology and select source.
10. New podium required.
11. Additional rack mounted hardware needs to be installed in Hardware Closet Room 108.

- Design for Room 227 will require the following:

Description: Room 227 is set up in a traditional classroom style with rows of tables. The room has a rack in the podium cabinet at the front. The room is currently equipped with a ceiling mounted projector and a drop down projection screen. New equipment also will be located in the cabinet.

1. The room will require a 90" interactive display at the front of the classroom.
2. The ceiling speakers will remain, but the amplifier will be replaced.
3. Three sources will be required from the podium.
4. Network runs for Room 227 will return to the network closet in Room 208
5. A 10" control panel will be mounted to the wall for control of all of the technology
6. The ceiling mounted projector will need to be removed, but not the projection screen.

- Design for Room 230 will require the following:

Description: Room 230 is a traditional classroom setup. It has two large panels on the front wall and the room is configured with Cisco video conferencing equipment and Vaddio cameras on the front and back walls.

Room 230 DOES NOT need to be integrated with NVX technology. This room is fitted with a standard Crestron DMPS solution.

1. The goal for this room is to mount a 70" panel high on the back wall close to the center of the room to serve as a confidence monitor.
2. This monitor is to mirror the content of the front left display.

- The project will result in a clean audio-visual solution professionally installed by a certified electrician. The audio visual system must have wires tied neatly and securely out of the way, but still allow enough length for servicing the equipment.

- The Contractor will provide written and posted instructions for "How to Use, Troubleshooting & Who to Call" as well as "as-built" engineering design drawings and an equipment list for the IT Department.

- NOTE: The network closets 231 and 208 WILL NOT be linked together. The fiber links to these switches will be installed by IALR.

Tasks and deliverables required from this effort will include but are not limited to:

- Develop design drawing(s) and final specifications for the AV solution to be approved by IALR, including recommendations related to location of system components.

- Procure and deliver the AV solution (as approved by IALR).

- Test the solution for all possible meeting scenarios and adjusting the AV components for the best overall fit for each room.

- Deliver instructions and onsite training to the IT staff and core user group.

- Deliver instructions and onsite training to the IT staff for troubleshooting and/or proper care of the equipment

- Deliver all passwords and administrative access to all the equipment to the IT staff.

- Give access to the code developed for the solution.

- Provide "as-built" drawings of the designed and installed AV solution.

- Complete the project by May 27, 2019.

Respondents should base their proposals on the following assumptions:

- IALR will be responsible for the electrical connections. Unless otherwise stated, the Contractor will be responsible for all other aspects of the project.

- The Contractor will be required to perform the installation on scheduled days approved by IALR so as not to disturb IALR operations and prescheduled meetings.

- Appropriate IALR staff members will be available for consultation with Contractor's design staff as needed to provide information or answers to specific questions related to the current environment.

- Any existing network and building specifications will be made available to Contractor.

IV. SCOPE OF WORK

A. Phase I – Design

Contractor will submit for IALR's approval the recommended AV solution design, which will include but not be limited to:

- Design drawing(s) and specifications (detailed description of the equipment and configuration).

- A project plan and schedule.

- A cost estimate for procuring, delivering, configuring, installing, testing and training.

- Revisions to design drawings as needed to keep project within budget.

B. Phase II – Procurement and Delivery

The Contractor will procure and deliver all components associated with the approved AV solution.

- Contractor will procure the AV equipment and assure that all parts, licenses and equipment are delivered and in working order.

- All equipment and licenses will be registered to IALR as the owner.

- All equipment will come with a minimum one year warranty.

- All procurement, delivery, shipping, travel and related expenses should be included in the proposed project cost.

- Deliveries will be delivered to:

  Institute for Advanced Learning and Research
  IT Department
  150 Slayton Avenue
  Danville, VA 24540

C. Phase III – Configuration and site Preparation

Contractor will configure the equipment and prepare the rooms for installation. Access to the classrooms will be made available upon request. Prior to the installation, Contractor will review and schedule the installation with IALR staff.

D. Phase IV – Installation

IALR staff will coordinate with Contractor on the installation. Contractor shall identify the level of support required from IALR staff, and IALR shall make at least two employees available to support the installations.

- Contractor will schedule a pre and post project meeting to review project details and schedule.

- Contractor will supply experienced, certified AV engineers as part of the configuration and installation.

- All work will be performed in a clean, professional manner.

E. Phase V – Testing & Training

The testing phase will include IALR staff and the Contractor sales and installation team. Testing will include but not be limited to:

- Presenting content from every source to the desired screen.

- Presenting audio content from every source over the in-room speakers.

- Adjusting the video and volume controls to verify they are in good working order.

- Testing speakers from the podium from both wired and wireless microphones with meeting participant feedback concerning sound from all areas of rooms.

- Recommending adjustments on shades and room lighting for optimal environment.

- Joining Skype or WebEx meetings in rooms with video conferencing.

Training will include IALR staff and the installer or project manager from the Contractor. Training will include but not be limited to.

- Review of the components included in the AV solution.

- How to start a presentation.

- How to adjust the video and audio controls.

- How to start a Skype or WebEx for meetings.

- Identify location of posted written instructions.

F. Phase VI – Ongoing Service and Support

- Provide service and support for A/V system for at least five (5) years.

V. PROPOSAL PREPARATION AND GENERAL INSTRUCTIONS

A. Clarification of Terms: If any Respondent has questions about the submission requirements, the statement of needs or scope of work, the Respondent should contact the IALR contact person listed on the RFP Cover Sheet in writing no later than three working days before the proposal due date. The terms Respondent(s), Offeror(s), firm(s), and Contractor(s) are used interchangeably to refer to any entity submitting a proposal in response to this RFP, and it includes any entities that may be selected and awarded contracts under this RFP.

B. RFP Response. In order to be considered for selection, offerors must submit a complete response to this RFP. Five (5) copies of the proposal must be submitted to IALR. The proposal shall be submitted by mail or hand delivery as instructed on the RFP Cover Sheet. A signed original of the RFP Cover Sheet should be included with each copy of the proposal. Proposals must be submitted on or before 3:00 pm on February 1, 2019. Late submissions will not be accepted.

C. Proposal Preparation.

1. Responsiveness. An authorized representative of Respondent shall sign the proposal. All information requested should be submitted. Failure to submit all requested information may result in IALR giving a lowered evaluation of the

proposal. Proposals that are substantially incomplete or lack key information may be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Content. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3. Organization. Proposals should be formatted in a manner that follows the required elements of the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents that cross references the RFP requirements where appropriate. Information, which Respondent desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

4. Binding. Each copy of the proposal shall be bound or contained in a single volume. All documentation submitted with the proposal should be bound in that single volume.

D. Ownership of Materials. Ownership of all data, materials and documentation originated and prepared for IALR pursuant to the RFP shall belong exclusively to IALR and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, Respondent must invoke the protection of Section 2.2-4342.F. of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as **highlighting** or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and shall result in rejection of the proposal.

E. Pre-Bid Conference. IALR will conduct an optional pre-bid conference and onsite inspection for all potential Respondents on January 25, 2019, at 2:00 p.m. in Room 207. This is not a required site inspection for the RFP; however, all potential Respondents are encouraged to attend. IALR will use the pre-bid conference to discuss all aspects of the RFP, the proposal process, and the services and goods to be provided by the selected contractor. **Potential Respondents are encouraged to pre-register for the pre-bid conference by emailing Pam Patterson at pam.patterson@ialr.org.**

F. Modifications. Any interpretations, corrections, revisions to this solicitation will be made only by written addendum issued by IALR. Interpretations, corrections or

revisions of this RFP made in any other manner will not be binding and Respondents must not rely upon such interpretations, corrections, or revisions. Respondents are solely responsible for ensuring that they have any and all addenda or amendments issued prior to submitting their proposals. IALR disclaims any responsibility for an offeror's failure to receive any addenda or amendments.

G. Execution. Your signature on your proposal certifies that you have either inspected the job site or voluntarily declined the inspection, are aware of the conditions under which the work must be accomplished, that you are aware of and understand the requirements for the goods and services to be provided, and that you fully understand this solicitation. It is the responsibility of each Respondent to inquire about and clarify any requirements of this solicitation that are not understood. Failure to understand the requirements of this solicitation will not relieve the Contractor of any responsibilities under any contract. Claims, as a result of failure to inspect the job site or failure to obtain clarification of requirements, will not be considered by the IALR.

VI. SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that IALR may properly evaluate Respondent's capabilities to furnish the required goods and services. Respondents are required to submit the following items as a complete proposal:

A. Copies. Five (5) copies of the RFP Cover Sheet, each bearing an original signature, which incorporate by reference all of the terms and conditions of this RFP, as amended, and five (5) signed copies of any subsequently issued addenda to this RFP.

B. Executive Summary. Respondents should provide a summary of their organization, their qualifications and their proposed approach for working with IALR. This summary should be a maximum of two (2) pages in length.

C. Statement of Respondent's Qualifications. All responses must include a description of the Respondent's history, along with its qualifications and experience to provide the goods and services identified in the RFP. This statement should include a description of the firm's experience furnishing similar goods and services as those being procured. It should also include a description of the experience, qualifications and certifications of Respondent, key employees and subcontractors who will be primarily responsible for the project, including resumes of key personnel. The statement should include examples of how Respondent has furnished similar goods and services to other organizations, such as governmental organizations and higher education organizations.

D. Proposal Requirements. Respondents must provide a description of the approach they will use to complete the project and provide the required deliverables, including a high-level project plan. **Respondents must be able to meet the required project completion date of May 27, 2019**. **Time is of the essence.** Respondents must provide a

clear and concise task-oriented work plan and schedule for the project. The plan must account for required design, procurement, configuration, installation, testing, and training for the project. The Respondent must confirm that it has the capacity to perform the work based upon current and planned workload and schedules. The plan also must address how the Respondent will provide service and support for the system for at least five (5) years.

E. References. Respondents must provide three recent references, either higher education institutions, business entities, or governmental organizations, for which Respondent has provided the type of services described herein, including the date(s) the services were furnished, the client names and addresses, and a contact name and phone number for the individuals at each client who IALR has permission to contact. References also should be provided for subcontractors who Respondent intends to utilize.

F. Costs. Respondent must provide a proposed cost or fee schedule for all goods and services to be provided under this contract, including design, procurement, configuration, installation, testing, training, service and support during the term of the contract. Respondent should provide all information deemed necessary to explain or clarify Respondent's cost or fee proposal.

G. Minority Contracting. If the Respondent is a small business, minority and women-owned business, or service disabled veteran business, it should identify itself as such in its proposal. If the Respondent intends to subcontract work as part of its performance under this contract, it should include in its proposal a plan to subcontract to small, women-owned, minority-owned, and service disabled veteran-owned businesses. The Respondent should identify any small businesses, minority and women-owned businesses, and service disabled veteran businesses it intends to use on the project.

H. Additional Information. Respondent should provide any other information it believes IALR should consider in evaluating the proposal.

I. Identification of Proposal Envelope. The signed proposal should be sent or delivered to the IALR in an envelope or package that is sealed and clearly marked on the lower left-hand corner of the envelope or package with:

AUDIO VISUAL SOLUTION (RFP NO. 01-2019)

From: _____ Due Date: February 1, 2019
(name of Respondent) Due Time: 3:00 p.m.

Address: _____
_____
_____

The envelope should be addressed as directed on the RFP Cover Sheet. If a proposal is not marked as required, Respondent takes the risk that the envelope may be inadvertently

opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location at IALR (Atrium Reception Desk). No other correspondence or other proposals should be placed in the envelope.

VII. SELECTION PROCESS; EVALUATION CRITERIA

A. Selection Process. This RFP relates to the procurement of nonprofessional services under the Virginia Code. Pursuant to Section 2.2-4302.2 of the Code of Virginia, selection of the Contractor shall generally be as follows:

1. Factors to be considered by IALR in determining which Respondent(s) will be selected for negotiations include, but are not necessarily limited to:
   a. The ability, capacity and skill of Respondent to timely perform the contract or furnish the goods and services and/or other items required;
   b. The quality of performance of Respondent and its team on previous contracts or services, whether similar or not;
   c. The quality of performance of Respondent and its team in performing prior projects similar in terms of size, scope, scale, duration, and otherwise to the contract to be awarded;
   d. The character, integrity, reputation, judgment, experience and efficiency of Respondent and its design team;
   e. The quality of the professional or business references supplied by Respondent;
   f. The ability, capacity or willingness of Respondent to complete the contract within time frames fixed by IALR;
   g. The Respondent's cost or fee proposal;
   h. The results of negotiations with Respondents;
   h. Any other lawful factors reasonably related to the subject of the contract to be awarded;
   i. Overall quality and value of the proposal as determined by IALR;
   j. The best value relative to IALR's needs; and/or
   k. The best interests of IALR.
2. IALR shall engage in negotiations with two or more Respondents deemed to be fully qualified and best suited among those submitting proposals (if there are that many) on the basis of the factors involved in the RFP, including price and the award criteria and scoring system referenced below, and the Respondents' proposals.
3. Negotiations shall be conducted with each of Respondents selected (if there are more than one). Price shall be considered, but will not be the sole determining factor.
4. After negotiations have been conducted with each Respondent selected, IALR will award the contract to Respondent that has made the best proposal and provides the best value. Awards may be made to more than one Respondent.
5. Should IALR determine in writing and in its sole discretion that only one

Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Respondent.

6. Respondents are advised that time is of the essence and that it is imperative that all work required for the project be completed as soon as possible. If selected for an interview, Respondents must be prepared to provide a tentative schedule indicating the time frame within which all work can be completed. The reasonableness of this proposed schedule, and any benefits derived therefrom, in no way binds IALR to select Respondent who proposes the shortest or more aggressive schedule.

7. IALR reserves the right to cancel this RFP, reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to Respondent whose proposal is deemed to be in the best interests of IALR.

B. Evaluation. IALR will use the following criteria to evaluate proposals.

AWARD CRITERIA:	**POINTS**
1. General Qualifications:	50

Respondent's ability to timely perform the project at levels required by IALR; Respondent's history, expertise, experience, financial viability, and references; Respondent's demonstrated capability to timely and effectively complete projects similar in size and scope; Qualifications and experience of key personnel and subcontractors, including AV certifications, academic credentials, operational and practical experience.

2. Proposed Services:	25

Knowledge of subject matter and understanding of IALR's needs; Demonstrated capabilities at each phase of the project; Strategies, methodologies, and services to meet the requirements of the RFP; Clarity and completeness of proposal.

3. Cost Proposal:	25

Reasonableness and competitiveness of Respondent's cost or fee proposal. IALR is not bound to select the lowest offeror, however. IALR shall negotiate fees and costs with Offerors as described herein.

TOTAL:	**100**

C. Award of Contract. IALR will award the contract to the Respondent that, in IALR's determination, has made the best proposal and provides the best value upon the negotiation of a fair and reasonable price and acceptable terms and conditions. Awards may be made to more than one Respondent. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this RFP and the contractor's proposal as negotiated.

D. Award Posting. Upon the award or the announcement of the decision to award contract(s) as a result of this RFP, IALR will post notice of the award or decision to award on its website. Posting on IALR's website is the only notice that will be provided of the award or decision to award contracts(s) pursuant to this RFP.

VIII. GENERAL TERMS AND CONDITIONS

A. ANTI-DISCRIMINATION: By submitting their proposal, Offeror represents and warrants to IALR that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the VPPA, and all other applicable federal, state and local anti-discrimination laws, codes, rules, and regulations. Without limiting the foregoing, during the performance of this contract, Offeror agrees as follows:

1. Offeror 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 or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Offeror. Offeror agrees to post in conspicuous places, available to employees, notices setting forth the provisions of this nondiscrimination clause.
2. Offeror, in all solicitations or advertisements for employees placed by or on behalf of Offeror, will state that such Offeror is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
4. Offeror will include the provisions of the above 1, 2 and 3 in every subcontractor or purchase order over $10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

B. DRUG-FREE WORKPLACE: During the performance of the contract, Offeror agrees to (i) comply with the drug-free workplace provisions of Virginia Code 2.2-4312; (ii) provide a drug-free workplace for the Offeror's employees; (iii) post in conspicuous places, available to employees, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iv) state in all advertisements or solicitations for employees that the Offeror maintains a drug-free workplace; and (v) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000 in connection with this RFP, so that the provisions will be binding upon each subcontractor or vendor.

C. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting its proposal, Offeror represents and warrants that it does 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.

D. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in a court of appropriate jurisdiction in the City of Danville, Virginia. Offeror shall comply with all applicable federal, state and local laws, codes, rules and regulations.

E. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offeror represents and warrants that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, or subcontractor in connection with their proposal, and that it has 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. Furthermore, the provisions, requirements, and prohibitions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Code, pertaining to bidders, offerors, contracts, and subcontractors, are applicable to this RFP and any resulting contract, as are the provisions, requirements, and prohibitions contained in Sections 2.2-3100 through 2.2-3131 of the Virginia Code.

F. QUALIFICATIONS OF OFFERORS: IALR may make such reasonable investigations as deemed proper and necessary to determine the ability of Offeror to provide the services/furnish the goods as required under this RFP, and Offeror shall furnish to IALR all such information and data for this purpose as may be requested. IALR reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding Offeror's capabilities. IALR further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy IALR that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

G. DEBARMENT STATUS: By submitting its proposal, Offeror represents and warrants that it is 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 is it an agent of any person or entity that is currently so debarred.

H. NONDISCRIMINATION TOWARDS OFFERORS: A bidder, offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless IALR has made a written determination that employing ex-offenders on the specific contract is not in its best interest. **IALR DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.**

I. LICENSE REQUIREMENT; LEGAL COMPLIANCE: Offeror shall procure at its own expense all necessary licenses or permits to furnish the goods and services required under this RFP and shall conform to all laws, codes, regulations and ordinances applicable to the performance of the contract, and will pay all applicable federal and state taxes and comply with any law or ordinance. Without limiting the foregoing, Offeror

shall pay any and all sales and use taxes assessed by any governmental authority with respect to the transactions contemplated by this Agreement.

J. INSURANCE: The successful Offeror shall, at its sole expense, obtain and maintain during the life of the contract insurance policies of the type, in the amount, and subject to the terms required by IALR, including without limitation: (i) commercial general liability insurance with minimum limits of liability of $2,000,000 combined single limit for any one occurrence; (ii) broad form contractual liability insurance, which shall include the indemnification obligation set forth in this RFP; (iii) workers' compensation and employer's liability insurance covering the selected offeror's statutory obligation under the laws of the Commonwealth of Virginia; and (iv) automobile liability insurance with at least a $1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract. Any required insurance policies shall be effective prior to the beginning of any work under this contract. In addition, (i) the offeror shall furnish IALR a certificate or certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies; (ii) the required certificate or certificates or insurance, excluding those for workers' compensation and professional liability, shall name IALR and its officers, trustees, directors, volunteers, employees, and agents as additional insureds; (iii) the required certificate or certificates of insurance shall require 30 days advance, written notice to IALR before being cancelled; and (iv) any insurance company providing coverage under the contract shall be authorized to do business in the Commonwealth of Virginia.

K. SCC REGISTRATION: Pursuant to Virginia Code § 2.2-4311.2, Offeror must be registered with the State Corporation Commission if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law.

L. POLICY ON MINORITY CONTRACTING: Pursuant to Virginia Code § 2.2-4310, it is the policy of IALR to encourage and facilitate participation by small businesses, minority and women-owned businesses, and service disabled veteran businesses in all aspects of its contracting activities. IALR encourages small businesses, minority and women-owned businesses, and service disabled veteran businesses to respond to this RFP. IALR encourages potential Offerors to use small businesses, minority and women-owned businesses, and service disabled veteran businesses as subcontractors and/or suppliers.

IX. SPECIAL TERMS AND CONDITIONS

A. PROPOSAL ACCEPTANCE PERIOD: Any offer in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety days, the offer may be withdrawn at the written request of Offeror. If the offer is not promptly withdrawn (within 5 business days) at that time, it remains in effect until an award is made or the solicitation is canceled.

B. AVAILABILITY OF FUNDS: It is understood and agreed by the Offeror that IALR shall be bound only to the extent of the funds available or which may hereafter become available for the purpose of the Contract.

C. PRICE ADJUSTMENTS: There shall not be any increase in the contract price under any circumstances unless such price increase is approved in writing by the

authorized IALR representative in advance of any work for which extra compensation is requested.

D. PAYMENT: Invoices for goods or services shall be submitted by Offeror directly to the payment address listed below:

Institute for Advanced Learning and Research
ATTN: Accounts Payable
150 Slayton Avenue
Danville, VA 24540

E. SUBCONTRACTS: Before any portion of the goods or services shall be subcontracted, Offeror shall furnish IALR with the names, qualifications and experience of their proposed subcontractor(s). IALR must be afforded the right to refuse any subcontractor that Offeror has selected. Offeror shall remain fully liable and responsible for all acts and omissions of subcontractors and for the goods or services supplied by its subcontractor(s) and shall assure compliance with all requirements of the contract. Any approved subcontract shall include any mandatory flow downs from the VPPA, including without limitation the requirements of Virginia Code § 2.2-4354.

F. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions or other breach of the contract by Offeror, IALR may terminate the contract and/or procure the goods and services from other sources and hold Offeror responsible for any resulting additional purchase and administrative costs. These remedies shall be in addition to any other remedies which IALR may have under the contract, at law, or in equity.

G. CONTRACTUAL CLAIMS: The procedure for reviewing and resolving contractual claims and resolving contractual disputes shall be the procedure set forth in Virginia Code § 2.2-4363.C.

H. ASSIGNMENT OF CONTRACT: The contract shall not be assignable by Offeror in whole or in part without the written consent of IALR.

I. INDEPENDENT CONTRACTOR: Offeror shall not be an employee of the IALR but shall be an independent contractor. Nothing in the contract shall be construed as authority for Offeror to make commitments which shall bind IALR or to otherwise act on behalf of IALR, except as IALR may expressly authorize in writing.

J. CHANGES TO THE CONTRACT: No change shall be made to the contract except by written amendment executed by the authorized agents of each party.

K. CANCELLATION OF CONTRACT: IALR reserves the right to cancel and terminate any resulting contract(s), in part or in whole, without penalty, upon thirty (30) days' written notice to Offeror. Any contract cancellation notice shall not relieve Offeror of the obligation to deliver and/or perform on all outstanding items prior to the effective date of cancellation. Any contract cancellation notice shall not relieve IALR from its obligation to pay for work performed prior to the effective date of cancellation.

L. CONTRACTOR'S AND SUBCONTRACTOR'S PERSONNEL: (a) Offeror shall be responsible for the errors, acts, and omissions of its employees and agents, and the employees and agents of any subcontractors, while on IALR premises or performing any work associated with the contract. (b) Offeror's personnel will be required to comply with all rules and regulations governing the access to and use of IALR's premises. (c) Offeror shall provide an adequate staff of experienced personnel, capable of and devoted

to the successful accomplishment of the work to be performed under the contract. (d) It shall be Offeror's responsibility to see that its employees use any equipment, materials and supplies in a safe and orderly manner and in accordance with the manufacturer's instructions and guidelines and within all local, state and federal regulations. It shall be Offeror's responsibility to ensure its employees and its subcontractor's employees know and obey all OSHA, VOSA, EPA and other regulatory requirements. Compliance with all regulatory requirements is the sole responsibility of Offeror and/or subcontractors. The safety of Offeror's and subcontractor's employees is the exclusive responsibility of Offeror and subcontractors. (e) IALR reserves the right to request the removal of any of Offeror's employees or agents or any of subcontractor's employees or agents from the construction site at any time for reasonable cause. Offeror or the subcontractor shall have such employee leave the premises upon receipt of such request.

M. HAZARDOUS MATERIALS: Offeror shall not, during the term of the contract, transport, dispose of, or release, on IALR's property any hazardous substance, material, or waste. Offeror shall comply with all federal, state, and local laws, rules, and regulations relating to the storage, transportation, use, and disposal of hazardous materials, substance or waste.

N. INDEMNIFICATION: Offeror shall indemnify and hold harmless IALR and its officers, agents, Trustees, directors, employees, and affiliates from and against any and all liability, losses, damages, claims, causes of action, suits of any nature (including suits by IALR against the Offeror), costs, and expenses, including reasonable attorney's fees and consultant's fees, resulting from or arising out of Offeror's or its agent's, and/or subcontractor's errors, acts, or omissions in the furnishing of goods or services under the contract or any subcontract or any breaches of the contract or any subcontract. This indemnity provision shall cover and include, without limitation, fines and penalties for violations of federal, state or local laws or regulations; personal injury, wrongful death or property damage claims; breach of contract claims; indemnity claims; and other damages, losses and claims of any kind.

O. NON-EXCLUSIVENESS OF REMEDIES: Any right or remedy on behalf of the IALR provided for in any part of the contract, including but not limited to, any remedy for Offeror's nonperformance or breach, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

P. SOVEREIGN IMMUNITY; PUBLIC POLICY: Nothing contained in the contract is intended to waive, or shall be construed as a waiver of, the sovereign immunity of IALR.

Q. NON-WAIVER: The failure of IALR to insist upon strict performance of any of the terms or provisions of the contract or to exercise any option, right or remedy contained in the contract shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy. The waiver by IALR of a breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

R. CONFIDENTIALITY: Offeror acknowledges and agrees that it (and any other persons in its employment) must maintain the confidentiality of all IALR information, business affairs, programs, partners, vendors, finances, properties, intellectual property, trade secrets, methods of operation, computer programs, and documents, whether written,

oral, or otherwise (hereinafter referred to as Confidential Information), to which he may come in contact with during or after the contract period. Offeror agrees that it will not at any time during or after the term of the contract use or disclose to any person any Confidential Information and that upon the termination of the contract it will turn over to IALR all documents, papers, and other matter in his possession or control that relate to IALR, including all electronic or hard copies. Offeror further agrees to bind his employees, agents, and subcontractors to the terms and conditions of the contract.

S. PROPRIETARY MATERIALS: All documents, plans, specifications, diagrams, schematics, and other deliverables produced by Offeror for IALR under the Contract shall be and remain the exclusive property of IALR and shall be used exclusively for the benefit of IALR from the date of creation forward unless express written permission is given by the Executive Director of IALR. Offeror further agrees that he will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without the prior written consent of IALR's Executive Director.

T. SECURITY. Identification codes and/or passwords may be required for Offeror to access IALR's network. Offeror will keep confidential any identification code and/or password required to access the network, and Offeror will restrict access to such identification codes and passwords to personnel in need of such information for work under the contract. Offeror will notify IALR immediately if it has reason to believe that unauthorized persons have obtained access to such identification codes or passwords. Offeror will not permit any persons other than authorized personnel to access the network or to enter, transmit or process transactions directly or indirectly into IALR's network.

U. SUPPORT. Offeror will provide complete and timely service and support for all A/V equipment and hardware, during term of the contract, and any extensions of the term, all in a manner consistent with industry standards.

V. WARRANTIES. Offeror will use professional practices in accordance with industry standards in furnishing the goods and services under the contract. Offeror shall perform all services in a good, competent, professional, and workmanlike manner in accordance with the terms of the RFP and industry standards. A/V equipment, hardware, and other goods will be furnished with all implied warranties and with industry-standard express warranties.

W. EXCLUSIVE TERMS. The parties' rights shall be governed exclusively by these terms and conditions, which shall supersede any provisions, terms, and/or conditions contained in any document that may have been, or might in the future be, sent by Offeror or received by IALR. No additional or different terms stated in any document submitted by Offeror will be binding upon IALR if those terms and conditions conflict with, are inconsistent with, or are in addition to the terms and conditions contained herein, unless expressly agreed to in writing by IALR. IALR expressly rejects any such additional or different terms.

X. TERM OF CONTRACT: This contract will extend for five (5) years following installation of the A/V system for the purpose of IALR's obtaining service and support. Thereafter, IALR may extend the agreement for up to three (3) additional one year periods following the initial term of the contract, provided IALR provides written notice of renewal to the contractor at least ninety (90) days prior to the expiration of the then-current term. The renewal shall be on the same terms and conditions of the contract.