



## INSTRUCTIONS

1. Orders: All FCG Using Departments must order services listed by issuing FCG Purchase Orders per FCG Procurement Procedures Manual. An extra copy of the Procedures Manual can be obtained via eQuest or by calling Procurement at (540) 422-8351 or 8352.
2. The applicable contract number, vendor number, estimated total dollar amount (can be done as a “Not to exceed” estimated figure), contact person with phone number, and billing/delivery address must be shown on each purchase order for Finance & Auditor use.
3. Inspection of services performed, and approval of the Auditor’s invoice is the responsibility of the receiving using department.
4. Any complaint as to quality of services, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to FCG Procurement for handling with the Auditor. All complaints must be submitted in writing and can be forwarded to Procurement via fax, e-mail or courier.
5. Renewals: As noted on the first page, there are 2 1-year renewal options remaining on this contract.

**FAUQUIER COUNTY GOVERNMENT**  
**a political subdivision of the Commonwealth of Virginia**  
Contract # 25-044-C-R  
Riding Stafford County (RFP 24102) Advanced Media Solutions of Virginia

This Agreement is made and entered into this 26 day of November 2024, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and **Advanced Media Solutions of Virginia**, having its principal place of business 1611 Lafayette Blvd., Fredericksburg, VA 22401 hereinafter referred to as "Contractor".

**WITNESSETH** that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide Media, Audio-Visual Products and Services, and Broadcasting Services.

**COMPENSATION:** The Owner will pay, and the Contractor will accept in full consideration for the performance during the contract term "pricing as negotiated and attached".

**CONTRACT PERIOD:** Date of execution, through June 20, 2027, with 2 1-year renewals, at the mutual agreement of both parties.

The contract documents shall consist of and for the purpose of resolving ambiguity or conflicts shall be interpreted in the following order of priority:

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) RFP24102, issue date April 10, 2024, including Addendums 1, 2, & 3 April 28, 2024, Notice of Award, dated June 25, 2024, and,
- (4) Executed contract 24102 dated June 25, 2024, including all Attachments and documents incorporated by reference.

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

Advanced Media Solutions of Va.

Fauquier County Government  
a political subdivision of the Commonwealth  
of Virginia

By: [Signature]


By: [Signature]  
Kristen Hylton

Title: Owner

Title: Procurement Manager

Date: 11/26/2024

Date: 11/26/2024

 **APPROVED AS TO FORM**  
[Signature]  
COUNTY ATTORNEY      11/26/24  
DATE

## GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- 1. AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
- 2. COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

### CONDITIONS OF BIDDING

- 3. CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
- 4. MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
- 5. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

  - The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
  - Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
  - If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- 6. WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

  - Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
  - Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
- 7. ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 8. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

**IFB/RFP NUMBER**  
**TITLE**  
**BID/PROPOSAL DUE DATE AND TIME**  
**VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerees 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.
17. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
  - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

**SPECIFICATIONS**

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner

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 is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner 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 a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

#### AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

#### CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the 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 Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
  - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
  - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
  - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
  - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
  - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid 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 Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, 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 another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner 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, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. 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. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
- 1) 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.
  - 2) 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.
  - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing 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.
- b. The Owner 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 Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
- 1) By mutual agreement between the parties in writing; or
  - 2) By agreeing in writing 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 Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
  - 3) 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 if 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 Owner with all vouchers and records of expenses incurred and savings realized. The Owner 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 Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. 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 Owner or with the performance of the contract generally.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
- 36.. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **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 a 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 prohibition; (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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
  - Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

**39. USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at [www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm) or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

#### DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.



48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
  - Name of Article and Stock Number,
  - Quantity Ordered,
  - Quantity Shipped,
  - Quantity Back Ordered,
  - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### **BIDDER/CONTRACTOR REMEDIES**

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
- 54.. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



Stafford County Procurement  
 1300 Courthouse Road  
 P.O. Box 339  
 Stafford, Virginia 22555-0339

Request for Proposal (RFP) Cover Sheet	
RFP NUMBER	24102
TITLE	MEDIA, AUDIO-VISUAL PRODUCTS AND SERVICES, AND BROADCASTING SERVICES
ISSUE DATE	APRIL 10, 2024
CONTRACTS OFFICER:	THERESA L. HARRIS, CPPB, CPPO, VCO, VCCO
EMAIL ADDRESS	PROCUREMENT@STAFFORDCOUNTYVA.GOV
PHONE	540-658-5310

<b>SOLICITATION DUE DATE</b>	Sealed Proposals Will Be Received <b>May 9, 2024, 11:00 AM (local time)</b> , for providing media, audio-visual, broadcasting and related services, as described herein. No late proposals will be accepted. Pre-proposal Meeting: April 18, 2024 at 11:00 AM. See Paragraph III.
<b>SERVICE(S) LOCATION</b>	Stafford County, Virginia
<b>CONTRACT TERM</b>	Upon full execution through three (3) years. Contract may be renewed for two (2) successive one-year periods.
<b>PROPOSAL SUBMISSION</b>	Electronic Submission. Proposals are to be submitted electronically, in the file format requested, via Electronic Virginia (eVA) website <a href="http://www.eVA.Virginia.gov">www.eVA.Virginia.gov</a> . There is a 60MB size limit for each file. If you need assistance, please refer to the eVA site in advance of the submission deadline: <a href="https://eva.virginia.gov/get-help-customer-care-forms.html">https://eva.virginia.gov/get-help-customer-care-forms.html</a> and/or call eVA Customer Care 1-866-289-7367.
<b>INQUIRIES</b>	All inquiries for information should be directed to the Contracts Officer above. All questions regarding the RFP must be received in writing on or before May 1, 2024 no later than 11:00 AM. Emails are to be sent to the Procurement team, at <a href="mailto:procurement@staffordcountyva.gov">procurement@staffordcountyva.gov</a> . The subject line must include RFP# 24102 or your question(s) may not be received and answered in a timely manner.
<b>TERMS &amp; CONDITIONS</b>	This solicitation is subject to the provisions of the Stafford County Request for Proposals (RFP) and any attachments, exhibits, revisions or amendments thereto, which are hereby incorporated into this RFP in their entirety. If not attached, a copy of these terms and conditions is available for review at the Procurement Office. Special Terms and Conditions and Specifications attached shall also be part of your proposal. The RFP Package is available at no charge on the Commonwealth of Virginia's electronic procurement system, eVA. <a href="http://www.eva.virginia.gov">www.eva.virginia.gov</a> . Please be observant of all RFP instructions and specifications.

By executing this RFP Cover Sheet, offeror acknowledges that they have read this RFP, understand it, and agree to be bound by its terms and conditions. The undersigned offeror hereby offers and agrees to furnish all goods and services required by this RFP and certifies that all information it has provided in response to this RFP is true, correct, and complete.

**OFFEROR INFORMATION**

Name of firm: \_\_\_\_\_ Date: \_\_\_\_\_

Address of firm: \_\_\_\_\_ ZIP: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (print): \_\_\_\_\_ Title (print): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email address: \_\_\_\_\_

**In accordance with Virginia Code § 2.2-4343.1, as amended, Stafford County does not discriminate against faith-based organizations. The County does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.**

## Table of Contents

### Contents

I. PURPOSE .....	3
II. BACKGROUND .....	3
III. INFORMATION AND SITE CONDITIONS.....	4
IV. SCOPE OF SERVICES .....	4
V. MINIMUM QUALIFICATIONS .....	6
VI. OFFEROR’S INSTRUCTIONS.....	6
VII. BASIS FOR AWARD .....	8
VIII. GENERAL CONDITIONS.....	10
ATTACHMENT A – State Corporation Commission.....	15
ATTACHMENT B – References .....	16
ATTACHMENT D – Proprietary Information and Trade Secrets .....	18
ATTACHMENT E – Sample Contract .....	19
ATTACHMENT F – Detailed Price Proposal.....	32

### NOTE TO PROSPECTIVE OFFERORS:

- By submitting a proposal, the offeror:
  - Agrees to abide by all conditions of this Request for Proposal (RFP) and certifies that the offeror is authorized to sign this proposal;
  - Certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Virginia Code § 18.2-498.1, et seq. Furthermore, the offeror understands that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards; and
  - Certifies that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (Virginia Code § 2.2-3100, et seq.). Specifically, without limitation, no County employee or a member of the employee’s immediate family shall have a proscribed personal interest in a contract; and that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (Virginia Code § 2.2-4367, et seq.), and any other applicable law as set forth therein.
  
- Please note the meaning of the following terms as used in this RFP:  
The term “offeror” as referenced in this solicitation refers to the individual or firm preparing and submitting a proposal in response to this Request for Proposals. The term “Contractor” or “contractor” refers to an individual or firm that has entered into an agreement to provide goods or services to Stafford County, Virginia, its officers, employees and agents (the “County”). In addition, it also refers to a firm who, when awarded the contract, will be responsible for the good and services required, as a result of this solicitation.

**I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified offerors to provide a broad range of audio-visual (A/V), multi-media services, on-site consultation, broadcasting and maintenance services the Stafford County Information Services Functional Area and other County departments. The County may award to one or more firms, whatever is in its best interest.

**II. BACKGROUND**

A. Stafford County is rapidly becoming an urban community and currently ranks as one of the fastest growing counties in the State and the nation. The County encompasses 173,000 acres, of which 30,500 are utilized by the federal government for the Quantico Marine Corps Reservation. The estimated population of Stafford County is 146,649.

B. Stafford County is closed the following days\*:

New Year’s Day	Martin Luther King Jr. Day
Presidents Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Columbus Day
Election Day	Veterans Day
Thanksgiving (including the Wednesday prior)	Christmas Day

\*Additional days as may be determined by the Board of Supervisors

C. Existing Conditions

1. The County Administration Department is responsible for broadcasting the Board of Supervisors and Planning Commission meetings. The Information Services Area is responsible for the content of the information provided on the government channels and the audio/visual technology installed in the George L. Gordon Government Center where Board of Supervisors and Planning Commission meetings are typically held, including the Board Chambers, ABC Conference Room, and the Community Engagement Studio. The Chief Director of Information Services is the primary point of contact for Services. .
2. Stafford County Government information is broadcast twenty-four (24) hours a day, seven (7) days a week on Comcast Channel 23, Cox Channel 24 and Verizon Channel 39.
3. The Stafford County Board of Supervisors (BOS) typically meets twice a month on the first and third Tuesdays. The meetings normally have an afternoon session that begins at 3:00 PM. There is also a night session that begins at 7:00 PM. The end of each session varies depending on the length of the agenda. The Tuesday BOS meetings are broadcast live on the above Channels, online, and Facebook Live (and any other needed video channels). The recorded version of the Tuesday BOS meetings is broadcast at 3:00 PM (afternoon session) and 7:00 PM (evening session) on the Thursday following the Tuesday BOS meeting.
4. The Stafford County Planning Commission typically meets twice a month on the second and fourth Wednesdays. The meetings normally have a night session that begins at 7:30 PM. The end of the night session varies depending on the length of the agenda. The Wednesday meetings are broadcast live. The recorded version of the Wednesday Planning Commission meetings is rebroadcast at 5:30 on the Friday following the Wednesday Planning Commission meeting.

5. Meetings are routinely held in the Board Chambers and second-floor ABC conference room in the County Administration Building, and may be held in other locations outside the Administration Center. Please note that additional Board of Supervisors and Planning Commission meetings may be conducted at other times and locations than those mentioned above to avoid holidays or other scheduling needs. In addition, there may be special events that will require recording and/or broadcasting.
6. The County needs consistent support in designing and installing audio and video systems, implementing lighting solutions, setting up projection systems, and creating interactive displays. Additionally, contractors may need to assist with integrating A/V systems with other building systems like HVAC and security. Reliable technical support and maintenance services are also essential to address any issues that may arise post-installation.

### **III. INFORMATION AND SITE CONDITIONS**

- A. A non-mandatory pre-proposal conference will be held on April 18, 2024 at 9:00 AM via a WebEx Conference. Attendees requiring special services are asked to provide their requirements to the Stafford County Procurement Office at (540) 658-8610 or email [procurement@staffordcountyva.gov](mailto:procurement@staffordcountyva.gov). Please allow two (2) working days in advance of the event to make the necessary arrangements.

<https://scva-gov.webex.com/scva-gov/j.php?MTID=m4e6b891184218af2b2675555e9dd074f>

Meeting number: 2333 131 3602

Password:

88W6Tr3efkN (88968733 from video systems)

Join by video system

Dial [23331313602@scva-gov.webex.com](tel:23331313602)

Join by phone:

+1-415-655-0001 US Toll

Access code: 2333 131 3602

- B. Currently, the County has A/V installed in courtrooms, conference rooms and Board rooms. No drawings are available.

### **IV. SCOPE OF SERVICES**

- A. General. The County seeks to contract with one or more experienced and qualified firms that specialize in providing the Services described herein. The selected Offerors (Contractors) shall provide all labor, material, equipment, supplies, services and ancillary items to perform the following services:
  1. Broadcast live and recorded meetings and maintain the County's local government cable channels for the Board of Supervisor and Planning Commission. In addition, the Contractor is responsible for the programming, maintenance, and playback of County information on the County's government information cable channels.

2. Provide a broad range of audio-visual services and related products including, but not limited to, installation, system design, and on-site consultations in support of the courtrooms, conference rooms, and Board room.
  3. Provide service and maintenance on audio-visual and multi-media products.
- B. Broadcasting and Recording. The Contractor shall provide all services and/or materials required to perform meeting broadcasting and recording.
1. Provide all labor and materials for broadcasting and recording all meetings described herein. Services shall include electronic posting of speakers' names during the broadcast so that they are visible to viewers as applicable.
  2. Provide at least a 19" floor standing network rack or cabinet to hold Contractor provided equipment. Equipment will be housed in the County's control room located at the back of the Board Room. The rack must be power protected with an uninterruptible power supply (UPS) and follow all safety protocols in place.
  3. Provide closed captioning services using "human transcribed" and machine-based voice recognition closed captioning. Closed captioning shall be provided with a minimum of 95% accuracy.
  4. Provide recording equipment to produce recordings of meetings fully accessible to the public and all other equipment not on premise required in the control room, ABC room, studio and any inventory the vendor may have that is not on premise due to storage limitations. Upon termination of the contract, the Contractor shall provide all recordings via a portable hard drive.
  5. Contractor shall be capable of recording meetings with its own equipment for occasional offsite meetings. This setup requires providing microphones and sound systems as well as capturing high-quality/high-definition video/audio of the meeting.
  6. Contractor must have the resources and flexibility to accommodate changes in meeting schedules and cover other County meetings that may be requested.
  7. Provide necessary services to include twenty-four hour, seven days (24/7) a week broadcast of government information which could include static slides and/or videos; and to manage and maintain the County's fiber cable feed to the Cox, Comcast, Verizon TV networks, and other networks if they become operational in Stafford County.
  8. Provide labor and services necessary for monitoring and restoring government channel programming outages on a 24/7 basis. Contractor shall also be on call to fix programming errors and make urgent changes in the government channel information. The Contractor shall report any outages to the County as soon as they are aware of the outage.
  9. Provide technical and troubleshooting assistance to the County's Information Services Area regarding the Board Chambers, ABC Room and Studio audio/visual system.
  10. The Contractor shall notify the County in advance of any changes to software or programming. If the changes require the channels to be down, then the changes must be done outside of normal business hours and regularly scheduled Board of Supervisor and Planning Commission meetings.

11. Should the County experience an equipment failure in the Board Chambers or ABC Conference Room, the Contractor must have the ability to quickly provide loaner audio visual equipment as follows: 1) sound system including speakers and mixer, 2) cameras, and/or 3) streaming equipment.

C. Audio-Visual (AV) Requirements. The Contractor shall provide access to every audio visual, multimedia and all related products and services that the company sells through this Contract. Audio visual products and services added to the Contractor product mix after the award of this Contract may be incorporated into the Contract. The Contractor will only provide ENERGY STAR or similarly qualified equipment to the County in any audio-visual category where these energy efficient products are available.

1. The Contractor will include a minimum of a one (1) year warranty from the date of acceptance on all equipment or in accordance with the standard manufacturer's warranty, whichever is greater.
2. The Contractor shall be able to maintain and service all products supplied in a professional manner while providing excellent customer service.
3. When necessary or as requested by the County, the Contractor will provide professional on-site consultation, system design, installation, service and maintenance on the audio visual and multimedia products. The Contractor will perform all services needed for successful design, project management, installation/Integration, Commissioning and Closeout Standards. Installation shall be according to best practices.

## V. MINIMUM QUALIFICATIONS

Offerors must demonstrate the following minimum qualifications for consideration and include evidence of the following in its proposal:

- A. A satisfactory record of performance.
- B. A satisfactory plan of operation addressing the offeror's path to achieve the objectives of the County's purpose; intended planning; quality performance; and clear and concise operating programs.
- C. A satisfactory history of performing work of a similar nature, size and scope.

## VI. OFFEROR'S INSTRUCTIONS

- A. Submission and Receipt of Proposals. Unless otherwise specified in the solicitation, all proposals must include the Cover Sheet which has been signed by the individual authorized to bind the offeror. Proposals will not be accepted via fax or email.
  1. Electronic Submission. Proposals are to be submitted electronically, in the file format requested, via Electronic Virginia (eVA) website: [www.eVA.Virginia.gov](http://www.eVA.Virginia.gov). There is a 60MB size limit for each file. If you need assistance, please refer to the eVA site in advance of the submission deadline: <https://eva.virginia.gov/get-help-customer-care-forms.html> and/or call eVA Customer Care 1-866-289-7367. Offerors are advised to not wait until the last minute to upload its proposal.
  2. Proposal Package. Each offeror responding to this RFP must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal. ***If an Offeror invokes any proprietary and/or confidential***

**information in accordance with paragraph VIII.D.4., Proprietary Information, a redacted version of the Offeror's proposal shall be uploaded and identified as "Redacted" and include a completed Attachment D, along with the Offeror's full proposal response.**

3. Accommodation. If you are an individual with a disability and require a reasonable accommodation, please notify the Procurement Office at (540) 658-5313, three working days prior to need.
  
- B. Offeror Qualifications. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms or individuals not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
  
- C. Addenda. The County may issue an addendum to modify or add to the terms of the RFP, or to change the time or date for submission. A signed copy of the addendum must be included as part of your proposal response. Any such addendum will be issued by the County and posted on the eVA page. Each offeror is responsible to verify for itself if any addendum has been issued prior to submission of its proposal; the County is not responsible to notify offerors of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the proposals received.
  
- D. Proposal Format. In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal in accordance with the instructions outlined in this subsection and should structure the proposal so that it contains identifiable tabs/sections detailing proposed goods and/or services.
  1. The proposal response shall be separated into the following sections:
    - a. Section A Required RFP Documents
      - ✓ Introduction letter
      - ✓ Signed RFP Cover Sheet
      - ✓ Completed Attachment A-Virginia State Corporation Commission (SCC) form
      - ✓ Completed Attachment B- References
      - ✓ Completed Attachment C- Small and Minority Business Enterprises form
      - ✓ Completed Attachment D- Trade Secret and Proprietary Information Form
      - ✓ Signed Addenda
      - ✓ Attachment E Sample Contract for Services (provided for reference only, does not need to be returned with proposal responses)
  
    - b. Section B Offeror's Qualifications
      - ✓ Executive Summary. Provide a brief summary of your overall organization including type of entity (e.g. corporation, partnership, etc.), governing board/executives, principals and key personnel, participation in professional organizations, and related narrative. Offeror should clearly identify the primary contact for the Offeror including name, address, telephone number(s) and email address.
      - ✓ Provide the Offeror's experience in providing recording, broadcasting, and related services and detailed experience with this scope of work and (if applicable) subconsultants' qualifications and roles.
      - ✓ Provide evidence of financial stability.
  
    - c. Section C Offeror's Proposed Plan of Operation
      - ✓ Provide a written narrative that responds to the proposal requirements in this solicitation. Offerors may propose to provide one or more of the services needed; however, each proposal



response should clearly identify the services offered and include a clear plan of operation to achieve the objectives of the County's purpose as well as clear and concise operating programs.

- ✓ Provide detailed methodology for implementation and execution of the services and any transition requirements.
- ✓ Provide experience and qualifications of key staff who will be assigned to this project.
- ✓ Provide information regarding goods and/or services available.
- ✓ Provide information regarding emergency and technology failures.

d. Section D Offeror's History of Successful Performance.

- ✓ Offeror shall include at least three (3) references with addresses and contact information of similar projects that the offeror has provided similar services within the past five (5) years.
- ✓ Number of years the Contractor has been in business under its current name and any predecessors.

2. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP. Elaborate presentations, color displays, or promotional materials are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for the County.
3. 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.
4. The County is under no obligation to consider or negotiate information or documentation that is submitted that is not in compliance with the requirements herein; however, the County may, in its sole discretion, consider and/or negotiate such submissions.

E. Proposal Period. Proposals will remain valid for a period of one-hundred fifty (150) calendar days after the date specified for receipt of proposals.

## **VII. BASIS FOR AWARD**

- A. Competitive Negotiation. This RFP is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the RFP. The County reserves the right to make multiple awards as a result of this solicitation.
- B. Selection Committee. A Selection Evaluation Committee ("Committee") has been established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below.
- C. Contact with Selection Committee. No offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Committee or any person involved in the evaluation of the proposals. Committee members will refer any and all calls related to this procurement to the Contracts Officer named on the front of the RFP. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.

- D. **Presentations and Negotiation.** Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Director of Procurement, or designee, to make oral presentations to the Committee. This Committee will then conduct a final evaluation of the proposals. 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 factors involved in the RFP, including price if so stated in the RFP. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the County 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 Committee will make appropriate recommendations to the Procurement Office, prior to actual award of contract. Contract award is subject to the approval of the Stafford County Board of Supervisors.
- E. **Proposal Evaluation Criteria.** The following criteria will be utilized in the evaluation of proposal to be considered in the award of this contract. Individual criteria have been assigned a weight to reflect relative importance.

<b>Criteria</b>	<b>Weight</b>
1. Experience and qualifications providing broadcasting and recording of meetings and providing scrolling county information on local government cable channels	25%
2. Approach and flexibility in providing required services	20%
3. Ability to meet requirements: references, project team	20%
4. Methodology	20%
5. Pricing (fee, costs, rates)	10%
6. Responsiveness and overall quality of proposal	5%
<b>Total</b>	<b>100%</b>

F. **On-Site Visits.** The County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal. The Director of Procurement, or designees, may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

G. **Review of Proposals.**

1. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Director of Procurement, or designee, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

2. The County may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

## **VIII. GENERAL CONDITIONS**

### **A. Addenda.**

1. The County may issue an addendum to modify or add to the terms of the RFP or to change the time and/or date for submission. Any such addendum will be issued by the County and made available on the eVA procurement portal page at [Virginia Business Opportunities \(cgieva.com\)](http://Virginia Business Opportunities (cgieva.com)).
2. Each Offeror is responsible to verify for itself if any addendum has been issued prior to submission of its proposal. The County is not responsible to notify offerors of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the proposals received.

### **B. Insurance Requirements. In addition to any other forms of insurance or bonds required in the RFP, the contractor shall provide and maintain the following insurance:**

1. **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less than \$500,000 (each employee) or a maximum limit of \$1,000,000, to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. **Automobile Liability:** A minimum of \$2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
3. **Comprehensive General Liability:** Comprehensive General Liability insurance at a minimum \$1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed operations; contractual liability; and \$2,000,000 general aggregate. In addition, Comprehensive General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three years following completion of the contract.
4. Intentionally omitted.
5. Additional insurance provisions that apply to all contracts include:
  - a. **Additional Insured:** The Stafford County Board of Supervisors, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the insurance certificate that this coverage "is primary and non-contributory to all other coverage the County may possess."
  - b. **Liability Insurance "Claims Made" basis:** If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional

conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a “retroactive date” no later than the beginning of the contractor’s or sub contractor’s work under the contract, or
- ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

6. Excess or Umbrella Liability Policy: Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
7. Contractor shall provide shall provide thirty days (30) notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against Stafford County, its officers, employees, agents and volunteers.
8. The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.
9. Current insurance certificates documenting compliance with these coverage requirements shall be provided to the Contracts Officer prior to the award of the contract.

**C. Cooperative Procurement.** This procurement is being conducted by the County in accordance with the provisions of Virginia Code § 2.2-4304, as amended. If agreed to by the Contractor, other public bodies may utilize this contract, except for (1) contracts for architectural and engineering services; or, (2) construction contracts. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Stafford County contract. The County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

**D. Proprietary Information.** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 et seq., except as provided below:

1. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
2. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the public body decides not to accept any of the proposals and to reopen the solicitation. Otherwise, proposal records shall be open to public inspection only after award of the contract.

3. The County reserves the right to impose restrictions over the inspection of procurement transaction records to ensure the security and integrity of the records.
  4. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.) if the offeror has (i) invoked the protections of this section prior to or upon submission of the data or other materials, (ii) identified the data or other materials to be protected, and (iii) stated the reasons why protection is necessary. An offeror shall not designate as trade secrets or proprietary information (a) an entire proposal; (b) any portion of a proposal that does not contain trade secrets or proprietary information; or (c) line item prices or total proposal prices.
- E. Invoices. Invoices for goods and services ordered and delivered shall be submitted by the contractor to the remittance address shown on the purchase order. All invoices shall show the contract number, description of the goods and services, and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the goods and services.
- F. Changes.
1. The County may, at any time, by written order, require changes in the services to be performed by the contractor. If such changes cause an increase or decrease in the contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Director of Procurement, or designee, must approve all changed work within the contract scope.
  2. No services for which an additional cost or fee will be charged by the contractor shall be furnished without the prior written authorization of the County Director of Procurement, or designee.
- G. Delays and Suspensions.
1. The County may direct the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the contractor's time of completion by a period of time that in the discretion of the County Director of Procurement, or designee, is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the contractor.
  2. If the County does not direct the contractor, in writing, to suspend, delay, or interrupt the contract, the contractor must give the County Director of Procurement, or designee, written notice if the County fails to provide data or services that are required for contract completion by the contractor. The County may extend the contractor's time of completion by a period of time that in the discretion of the County Director of Procurement, or designee, is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the contractor.
  3. The contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the County Director of Procurement, or designee, such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

- H. **Quality Expectation Statement.** The County, through its quality initiative, is a recognized leader in providing quality goods and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold the contractor and its agents, employees, representatives, and subcontractors, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services. In the spirit of the County’s total quality improvement initiative, the contractor shall be expected to perform or provide goods and services with a target of “zero defects – zero rework.”
- I. **Small, Women-Owned, And Minority-Owned Business Use.** The County strongly encourages increasing opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible. 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 small, women, and minority businesses.
- J. **Delivery Fob Destination.** Any goods provided pursuant to this RFP shall be delivered FOB Destination to the County using department, at the time and place specified in the contract documents. Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the contractor's name, purchase order number, and delivery address as indicated in the order. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made.
- K. **Safety.**
1. The contractor, its employees and subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health (VOSH) Compliance Program administered by the Virginia Department of Labor and Industry (DOLI). The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by DOLI under Title 40.1 of the *Code of Virginia* shall apply to all work under the contract. The contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the contractor.
  2. The contractor shall provide a supervisor at each job site who is competent, qualified, and authorized on the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the contractor’s employees from the work site.
  3. Any activities of the contractor determined to be hazardous by the County, shall be immediately discontinued by the contractor upon receipt of either a written or verbal notice from the County to discontinue such activities.
  4. If requested by the County Department Director, the contractor shall provide a written health and safety plan for the project or services prior to proceeding with work.
- L. **Taxes.** The County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the County for its use or consumption. Tax exemption certification will be furnished upon request. Contractors are not exempt from paying taxes on

these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.

- M. **Officials Not to Benefit.** Each offeror shall certify, upon signing the proposal, that to the best of their knowledge no County official or employee having official procurement responsibility as provided in Article 6 of the Virginia Public Procurement Act, Virginia Code § 2.2-43-67 et seq., as amended, and the Stafford County Procurement Policy, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract, or could affect payment pursuant to the terms of the contract.
- N. **Authorization to Conduct Business in The Commonwealth.** An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this paragraph is granted by the County Administrator.
- O. **W-9 Form.** In the event of a contract award, this information is required in order to issue purchase orders and payments to the offeror. A copy of this form can be downloaded from the IRS website: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- P. **Contract Execution.** The contract entered into pursuant to this RFP, hereinafter referred to as the “contract,” is for the initial term and any renewal set forth on the front of the RFP. The offeror shall be required to execute the attached Standard Contract for Goods and Services (Attachment E), under the established pricing, and incorporating the terms and conditions of this RFP.
- Q. **Contract Renewal.** Upon a determination by the County to renew the contract for an additional term, written notification will be given to the contractor. Price increases may be negotiated only at the time of renewal. If the County elects to exercise the option to renew the contract for an additional renewal term, the contract price(s) for the renewal term shall not exceed the contract price(s) of the most recent contract term by more than the percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U), Recreation Services, or 3%, whichever is the lessor. The source for this index may be found at the following link: [Table 2. Consumer Price Index for All Urban Consumers \(CPI-U\): U. S. city average, by detailed expenditure category - 2023 M12 Results \(bls.gov\)](#)
- R. **Contract Extension.** The County has the right to extend this contract for up to one hundred eighty (180) days following the final term on the Contract.

END OF REQUEST FOR PROPOSAL

**ATTACHMENT A – State Corporation Commission**

**Virginia State Corporation Commission (SCC) registration information.**

The Offeror, \_\_\_\_\_:

[ ] is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

[ ] is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

[ ] is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out-of-state location) **-OR-**

[ ] is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the County reserves the right to determine in its sole discretion whether to allow such waiver): [ ]

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**ATTACHMENT B – References**

Offeror Name: \_\_\_\_\_

A minimum of three (3) references is required. Reference projects shall be for work of similar size, scope, and character, preferably with other public entities.

1. Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Name: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2. Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Name: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Name: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**ATTACHMENT C** – Small and Minority Business Enterprises

**SMALL AND MINORITY BUSINESS ENTERPRISES**

The Procurement Policies and Regulations of Stafford County, Virginia and relevant Federal and State Laws, Orders and Regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small Women-Owned, Minority-Owned, and Service Disabled Veteran-Owned (SWaM) Business Enterprises.

**Definitions:**

**Small Business:** For the purposes of this document a small business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.; or
- (b) gross annual income does not exceed ten (10) million.
- (c) is independently owned and operated (not subsidiary of another firm).

**SWaM Business:** A business entity which is operated and controlled by a minority:

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own operate, control and share in earnings of fifty-one (51%) percent (51%) or more of such an enterprise.
- (b) SWaM entities shall be defined as provided in Virginia Code § 2.2-4310, as amended. PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

SWaM Business Firm:     Yes                       No

Small Business Firm:     Yes                       No

The above information is requested for statistical purposes only. All Offeror responses will receive equal consideration for evaluation and award.

**CONTACT FOR ADMINISTRATION:**

NAME: \_\_\_\_\_

ADDRESS (OFFICE): \_\_\_\_\_

TELEPHONE (OFFICE): \_\_\_\_\_

EMAIL: \_\_\_\_\_

**ATTACHMENT D** – Proprietary Information and Trade Secrets

**TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION**

***IF NO PROTECTION IS NEEDED STATE “N/A” ON THE TABLE BELOW AND SIGN.***

Trade secrets or proprietary information submitted by any Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protection of §2.2-4342(F) of the Code of Virginia, in writing, prior to or upon submission of the data or other materials, and must clearly and specifically identify the data or other materials to be protected, and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by the Offeror on the table below.** If the Offeror fails to identify any protected information on the table below, the Offeror by return of this form, hereby releases the County and all of its employees from any and all claims, damages, demands or liabilities associated with the County’s release of such information, and agrees to indemnify it for all costs, expenses and attorney’s fees incurred by the County as a result of any claims made by Offeror regarding the release of such information. By submitting its proposal, Offeror understands and agrees that any language seeking protection from public disclosure, any specific documents or information, unless identified on the table below, are null and void and of no legal or binding effect on the County. The classification of line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION / TITLE	PAGE NUMBER(S)	REASON FOR WITHHOLDING FROM DISCLOSURE

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**ATTACHMENT E** – Sample Contract

**STANDARD CONTRACT FOR  
BROADCASTING, AV SERVICES, and MAINTENANCE  
Contract No. 24102**

This Stafford County Standard Contract for Broadcasting, AV Products and Services, and Maintenance (“Standard Contract”) is entered into by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Standard Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

**1. Definitions.**

As used in this Standard Contract, the term “County” shall mean the Board of Supervisors of Stafford County, Virginia, its officers and employees. As used in this Standard Contract, the term “Contractor” shall mean:

**Company Name as per SCC  
Address 1  
Address 2**

**2. Contract Documents.**

The Contract Documents consist of this Standard Contract, together with exhibits and amendments issued or applicable thereto (collectively, “Contract Documents” or “Contract”). The following exhibit(s) shall be part of the Contract Documents:

- a. Exhibit A: Request for Proposals, dated March 21, 2024
- b. Exhibit B: Contractor’s Proposal Response, dated
- c. Exhibit C: (TBD if needed)

Where the terms of this Standard Contract vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Standard Contract shall take precedence over any other Contract Document. The Contract is not valid unless executed by a duly-authorized agent of the Contractor and the County.

**3. Provision of Services.**

The Contractor hereby agrees to provide media, audio-visual, broadcasting and related services, (“Goods” and “Services”) described in Exhibit A in accordance with the terms and conditions of the Contract Documents. No aspect of the Goods and Services shall be deemed complete until it is accepted by the using County department (“Department”).

**4. Contract Term.**

The period of the Contract shall be for a period of one year with four (4) renewal options from the date of execution by the County.

**5. Contract Pricing.**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, based on the pricing set forth in Exhibit X, for Goods and Services provided by the Contractor, as described and required in the Contract Documents, and accepted by the County. If the County 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 price(s) of the most recent contract term increased by Consumer Price Index for All Urban Consumers (CPI-U), Recreation Services, or 3%, whichever the lesser.

**6. Payment.**

Payment will be made by the County to the Contractor (1) after receipt by the Department of an invoice detailing the Goods and Services provided by the Contractor, and (2) after said Goods and Services have been accepted by the County. The Department will either approve the invoice or require corrections. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any subsequent modifications. The interest rate for any late payments shall accrue at rate of one percent (1%) per month. The County shall not be required to pay or reimburse Contractor for any costs including, but not limited to, reasonable attorneys' fees, incurred by Contractor to collect any overdue amounts, unless said costs are ordered by a court of competent jurisdiction.

**7. Purchase Orders.**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Director of Procurement or designee ("Contracts Officer"). If the Contractor provides Services without a signed County Purchase Order, it does so at its own risk and expense.

**8. Ownership of Documents and Materials.**

Ownership of all materials and documentation including videos, DVDs, negatives, studies, reports, drawings, specifications, technical memoranda, assessments, and copies of any calculations and analyses (including electronic files) prepared pursuant to this Contract shall belong exclusively to the County. These materials and documentation, whether completed or not, shall be the property of the County, whether the work for which they are made is executed or not, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Contractor shall not use these materials on any other work or release any information about these materials without the express written consent of the County.

Any videos, DVD, negatives or other documents prepared by the Contractor in the performance of its obligations under the resulting Contract shall be the exclusive property of the County of Stafford, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting contract without the prior written consent of the County of Stafford. Documents and materials developed by the Contractor under the resulting contract shall be the property of the County of Stafford; however, **the Contractor may retain copies, which cannot be used without prior written consent of the County. The County of Stafford agrees that the Contractor shall**

**not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.**

**9. Delivery and Inspection**

The Goods shall be delivered FOB destination to the using Department at the time and place specified in the Contract Documents. Upon delivery:

- a. All items received shall be subject to inspection and test by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.
- b. In case any items are defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction.
- c. Items which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracts Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.
- d. If the Contractor fails promptly to remove such items which are required to be removed or promptly to replace or correct such items, the County may either:
  - i. by Contract Amendment or otherwise, replace or correct such items and Contractor shall reimburse the County, within a reasonable time specified by the Contracts Officer, for any expense incurred in excess of the Contract prices; or
  - ii. terminate the Contract for default as provided in Paragraph 12 of this Standard Contract.
- e. Unless the Contractor corrects or replaces such items within the delivery schedule, the Contracts Officer may require the delivery of such items at a reduction in price, which is equitable under the circumstances.

Acceptance or rejection of the Goods shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject Goods shall neither relieve the Contractor from responsibility for such Goods as are not in accordance with the Contract requirements nor impose liability on the County. The inspection and test by the County of the Goods does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.

**10. Assignability of Contract.**

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Contracts Officer. If the Contractor desires to assign its right to payment of the Contract, Contractor shall notify the Contracts Officer immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the Contract.

**11. Non-Appropriation of Funds.**

The obligations of the County to pay compensation due to the Contractor pursuant to the Contract or any other payment obligations under any contract awarded pursuant to this Contract are subject to appropriations by the Stafford County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such appropriation is not made for any fiscal year, the Contract shall terminate effective at the end of the fiscal

year for which funds were appropriated and the County will not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. The County will provide Contractor with written notice of non-appropriation of funds 30 days after action is completed by the Board of Supervisor, but failure to give such notice shall be of no effect and the County shall not be obligated under the Contract beyond the date of non-appropriation.

## **12. Termination for Convenience.**

- a. The parties agree that the County may terminate the Contract, or any portion thereof, or delivery of goods required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.
- b. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.
- c. Upon receipt of such Notice, the Contractor shall:
  - i. cease any further deliveries of Services due under the Contract, on the date, and to the extent, which may be specified in the Notice;
  - ii. place no further orders with any subcontractors except as may be necessary to perform that portion of the Contract not subject to the Notice;
  - iii. terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
  - iv. settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the County Contracts Officer; and
  - v. use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.
- d. After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the County Contracts Officer.
- e. The Contracts Officer shall pay from the Department's budget reasonable costs of termination, including a reasonable amount for profit on Services completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the Services not provided. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount, but no amount shall be allowed for anticipated profit on unperformed Services.
- f. In the event that the parties cannot agree on the amount to be paid to the Contractor by reason of termination under this clause, the Contracts Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:
  - a. with respect to all contract performance prior to the effective date of Notice of Termination, the total of:
    - (A) the cost of Services performed;
    - (B) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above; and
    - (C) a sum as profit on (A) determined by the Contracts Officer to be fair and reasonable.
  - b. the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price or

Services not terminated. In addition, no amount shall be allowed for anticipated profit on unperformed Services.

- g. In the event that the Contractor is not satisfied with any payments which the Contracts Officer shall determine to be due under this clause, the Contractor may dispute any claim in accordance with Paragraph 28 of this Standard Contract concerning Disputes.
- h. When termination for the convenience of the County is a provision of the Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage sustained by a subcontractor as a consequence of termination for convenience.

### **13. Termination for Default.**

If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the Contract, the County shall have the right to terminate the Contract. Any such termination shall be effected by mailing or delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor until such time as the exact amount of damages due to the County from the Contractor is determined.

### **14. Payment to Subcontractors.**

In accordance with Virginia Code § 2.2- 4354, as amended, the Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld as allowed in subparagraph (b), above. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this paragraph may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing



reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

All Contractors, if a proprietorships, partnerships, and/or corporations, shall provide the County with its federal employer identification number, or if an individual contractor, their social security number.

**15. Examination of Records.**

- a. The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy pertinent books, documents, papers, and records of the Contractor involving transactions related to the Contract.
- b. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of the Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy pertinent books, documents, papers and records of such subcontractor involved in transactions related to such subcontract, or the Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- c. The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of the Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

**16. Compliance with Laws.**

The Contractor shall comply with all applicable federal and state laws, and with all County ordinances and requirements.

**17. Authorization to Conduct Business in the Commonwealth.**

A Contractor organized as a stock or nonstock 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 Stafford County 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. Stafford County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this paragraph.

**18. Employment Discrimination Prohibited.**

During the performance of the Contract, the Contractor agrees to not discriminate against the Contractor's employees or applicants for employment in accordance with the requirements of Virginia Code § 2.2-4311, as amended, said requirements are incorporated herein as if stated in their entirety.

**19. Employment of Unauthorized Aliens Prohibited.**

In accordance with Virginia Code § 2.2-4311.1, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for Services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

**20. Drug-Free Workplace.**

During the performance of the Contract, the Contractor agrees to provide a drug-free workplace for the Contractor's employees in accordance with the requirements of Virginia Code § 2.2-4312, as amended, said requirements are incorporated herein as if stated in their entirety.

**21. Nondiscrimination Clause.**

In accordance with Virginia Code § 2.2-4343.1, as amended, the County does not discriminate against faith-based organizations. The County does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.

**22. Non-Visual Access.**

In accordance with Virginia Code § 2.2-3502, as amended, all information technology, which is purchased or upgraded by the County under any the Contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:

- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, 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 the blind or visually impaired individual interacts;
- c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and 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. A covered entity may stipulate additional specifications in any procurement.

Compliance with the nonvisual access standards set out in this paragraph is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

**23. Contractor Status.**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants, partners, or agents of the County except for such purposes as may be specifically enumerated herein, nor shall anything contained in the Contract be construed to create any partnership or joint venture between the parties. The Contractor is solely responsible for the employment, selection, management, and supervision of its own participants and for ensuring that its participants abide by all applicable rules for security, safety and general conduct. The Contractor shall maintain exclusive control over its

operations. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

#### **24. General Warranty.**

The Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopied composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Warrant that when the Contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
- f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

#### **25. Service Warranty.**

The Contractor agrees to:

- a. Furnish Services described in the manner and subject to conditions of the Contract Documents, provided that the County may reduce the Services at any time.
- b. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All Services shall be rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.
- d. Allow Services to be inspected or reviewed by Department staff at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract.
- e. Stipulate that the presence of a Department staff shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. Department staff are not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract Documents. Any omission or failure on the part of the Department staff to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Contracts Officer.

#### **26. Insurance.**

- a. In addition to any other forms of insurance or bonds required in the Contract Documents, the Contractor shall provide and maintain the following insurance.
  - (i) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less than \$500,000 (each employee) or a maximum limit of \$1,000,000, to protect

the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

- (ii) **Automobile Liability:** A minimum of \$2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
  - (iii) **Comprehensive General Liability:** Comprehensive General Liability insurance at a minimum \$1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed operations; contractual liability; and \$2,000,000 general aggregate. In addition, Comprehensive General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three years following completion of the Contract.
- b. Additional insurance provisions that apply to all Contracts include:
- (i) **Additional Insured:** The Stafford County Board of Supervisors, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the Insurance Certificate that this coverage "is primary and non-contributory to all other coverage the County may possess."
  - (ii) **Liability Insurance "Claims Made" basis:** If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
    - 1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub contractor's work under the Contract, or
    - 2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
  - (iii) **Excess or Umbrella Liability Policy:** Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- c. The Contractor shall provide shall provide thirty days (30) notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against Stafford County, its officers, employees, agents and volunteers.
- d. The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion. If any of the

work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.

- e. Current insurance certificates documenting compliance with these coverage requirements shall be provided to the Contracts Officer prior to the award of any Contract.

## **27. Indemnification.**

- a. **General Indemnification.** Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees, and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this paragraph, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
- b. **Intellectual Property Indemnification.** In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim. In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this paragraph, Contractor must at its expense and within a reasonable time: (i) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (ii) modify such products, software, services or deliverables to make them non-infringing; or (iii) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing this paragraph, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.
- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference

therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

## **28. Force Majeure.**

- a. A party is not liable for failure to perform the party's obligations if such failure is as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the Contract, but excluding any industrial dispute which is specific to the performance of the Contract, interruption or failure of electricity or telephone service.
- b. If a party asserts force majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party in writing giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.
- c. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- d. Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the Contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Contractor due to an event of force majeure.

## **29. Disputes.**

Any dispute concerning a question of fact as a result of the Contract shall be decided by the County Administrator, or designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or designee, shall be final and conclusive unless the Contractor appeals the decision as provided in the Code of Virginia (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or designee, fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator, or designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the Services. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

## **30. Severability.**

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract but shall pertain only to the

provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**31. Non-Waiver.**

No waiver of any provision of the Contract shall constitute a waiver of any other provision nor shall any waiver of this Contract constitute a continuing waiver unless otherwise expressly provided.

**32. Governing Law, Venue, Jurisdiction.**

The Contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with the Contract or its performance must be brought in the applicable court of Stafford County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

**33. Entire Agreement.**

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. Neither this Standard Contract nor any of the other Contract Documents may be amended unless in writing, signed by the parties hereto, and approved as to form by the County Attorney.

**34. Notices.**

Contract administration of the Contract will be performed by the Contracts Officer. Any questions pertaining to the Contract shall be directed to the Stafford County Purchasing Office. Unless otherwise provided herein, all notices and other communications required by the Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact information for the Contractor:

Company name as per SCC  
Attention: POC  
Address 1  
Address 2  
Phone:  
Email:

Contact information for the County:

Stafford County Procurement Division  
1300 Courthouse Road  
P.O. Box 339  
Stafford, Virginia 22555-0339  
Phone: 540-658-8610

Email: [Procurement@StaffordCountyVA.gov](mailto:Procurement@StaffordCountyVA.gov)

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

**35. Survival of Terms.**

Upon discharge of this Contract, terms and conditions related to Insurance, Indemnification, Disputes, Notice, and Governing Law, Venue, and Jurisdiction shall continue and survive in full force and effect.

**36. Counterparts.**

This Contract may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

**COMPANY NAME PER SCC**

**BOARD OF SUPERVISORS OF  
STAFFORD COUNTY, VIRGINIA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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



**ATTACHMENT F** – Detailed Price Proposal

The Offeror hereby proposes to provide the goods and/or services under the terms and conditions of this Request for Proposal as follows:

**1. BROADCAST LIVE AND RECORDED MEETINGS AND MAINTAIN THE COUNTY’S LOCAL GOVERNMENT CABLE CHANNELS; PROGRAMMING, MAINTENANCE, AND PLAYBACK (SCROLLING)**

A. Total first year annual quote for services and materials as described by the Scope of Work. \$ \_\_\_\_\_

B. Total first year annual quote for services and materials as described by the Scope of Work, off site. \$ \_\_\_\_\_

TOTAL COST FOR SERVICES (1A + 1B) (Basis for evaluation) \$ \_\_\_\_\_

**2. AUDIO-VISUAL SERVICES AND RELATED PRODUCTS (per hour\*)**

A. Installation

Title: \_\_\_\_\_ \$ \_\_\_\_\_  
Title: \_\_\_\_\_ \$ \_\_\_\_\_

B. System Design

Title: \_\_\_\_\_ \$ \_\_\_\_\_  
Title: \_\_\_\_\_ \$ \_\_\_\_\_

C. On-Site Consultations

Title: \_\_\_\_\_ \$ \_\_\_\_\_  
Title: \_\_\_\_\_ \$ \_\_\_\_\_

D. Service and Maintenance on audio-visual and multi-media products

Title: \_\_\_\_\_ \$ \_\_\_\_\_  
Title: \_\_\_\_\_ \$ \_\_\_\_\_

**3. AUDIO-VISUAL SERVICES AND RELATED PRODUCTS (product line)**

Discount Percentage (attach sample list) \_\_\_\_\_%

**4. START UP EQUIPMENT AND SOFTWARE:**

A. Equipment (attach comprehensive list) \$ \_\_\_\_\_  
B. Software (include any license requirements) \$ \_\_\_\_\_  
C. Maintenance fee/term \$ \_\_\_\_\_

\*Hourly rates shall be fully weighted.

Attachment F – Detailed Price Proposal  
Continuation

The Offeror hereby proposes to provide the goods and/or services under the terms and conditions of this Request for Proposal as indicated above.

Company Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Name & Title of Person Submitting Proposal: \_\_\_\_\_

\_\_\_\_\_

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



**ADDENDUM #1**

**April 15, 2024**

**SUBJECT:** Media, Audio-Visual Products and Services and Broadcasting Services  
**RFP No.:** 24102

Note: All Proposers shall acknowledge the receipt of this Addendum in the space provided at the bottom of this Addendum. This Addendum contains the following:

- I. Changes to the RFP.
- II. Questions from Potential Offerors

**I. Changes to the RFP.**

1. Section VI. Offeror's Instructions. Paragraph D.1.: Add the following instructions for each proposal response:

“Offerors may respond to one or more of the Services listed in Section IV, Scope of Services (above). Each proposal response shall clearly indicate the Service or Services to which the Offeror is responding and provide relevant information as detailed in Sections B through D. Offerors may submit one combined proposal provided it is a complete submission.”

**II. Questions from Potential Offerors**

- 1. Q1: Is it required to provide a bid for all services, or may the contractor omit services it does not provide directly.  
A1: Offerors may propose one or more services. Please refer to the RFP Offeror's Instructions, Section D, paragraph 1c.
- 2. Is subcontracting permitted in this agreement so long as the subcontractors are held to the same terms and conditions in the agreement?  
A2: Subcontracting is permitted, however, the successful Offeror remains fully responsible for performance of the services, including those it may not self-perform, as well as compliance with all terms and conditions of the Contract (if awarded).

[Continued]



eVA reminder for Offerors:

Offerors who responded to the previous round (before this Addendum) must respond again to the new amended round in eVA.

**Addendum #1 acknowledgment:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date



**ADDENDUM #2**

**April 19, 2024**

**SUBJECT:** Media, Audio-Visual Products and Services and Broadcasting Services  
**RFP No.:** 24102

Note: All Proposers shall acknowledge the receipt of this Addendum in the space provided at the bottom of this Addendum. This Addendum contains the following:

- I. Questions from Potential Offerors
- II. Pre-Proposal Conference Attendees

**I. Questions from Potential Offerors**

- 1. Q1: START UP EQUIPMENT AND SOFTWARE
  - A. Equipment (attach comprehensive list) \$\_\_\_\_\_
  - B. Software (include any license requirements \$\_\_\_\_\_
  - C. Maintenance fee/term \$\_\_\_\_\_

We do not see another list associated with this bid on equipment list. Can you please provide?

A1: This is a Request for Proposal (not a bid). Offerors are requested to provide a comprehensive list of equipment and software for the County to consider in evaluating its suitability to provide the goods and/or services. Offerors are also to provide costs associated with each of its offerings.

- 2. Q2: Are there any other documents, such as a Q & A? Could we also get a transcript or recording of today's missed pre-proposal Webex conference?

A2: All documents are posted on eVA as they are released. A recording of the WebEx is available via link below.

- 3. Q3: This appears to potentially be a multiple award. If multiple, please tell me how many awards are anticipated and what do you anticipate the total value for the contract across all awardees per contract/per year?



A3: Stafford County intends to evaluate all proposals and, if in the best interest of the County, may award to one or more firms. The services have previously been provided under separate contracts or purchase orders, so the value is not known at this time. However, we anticipate the overall value will exceed \$200,000 over the life of the contract.

**II. Pre-Proposal Attendees**

The following individuals representing potential offerors attended the Pre-Proposal Meeting held on April 18, 2024.

Gil Sylvia  
Jacob Garner  
Jessica Jackson

A recording of the meeting is available and can be found at this link:  
<https://vimeo.com/staffordcounty/avrfp41824>

END OF ADDENDUM NO. 2

eVA reminder for Offerors:

Offerors who responded to the previous round (before this Addendum) must respond again to the new amended round in eVA.

**Addendum #2 acknowledgment:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date



**ADDENDUM #3**

**May 2, 2024**

**SUBJECT:** Media, Audio-Visual Products and Services and Broadcasting Services  
**RFP No.:** 24102

Note: All Proposers shall acknowledge the receipt of this Addendum in the space provided at the bottom of this Addendum. This Addendum contains the following:

I. Questions from Potential Offerors

**I. Questions from Potential Offerors (Continued from Addendum 2)**

4. Q4: Will the County be looking to procure through VITA AV contract with qualified AV contractors?  
A4: No. Stafford County does not need to follow VITA guidelines.
5. Q5: For the expanded AV services, will the County be taking ownership of any replacement equipment cost associated with the maintenance support?  
A5: Yes, the County will own any equipment obtained through this contract.
6. Q6: Structure of work. Outside of the ad hoc broadcasting support, will the expanded AV services/new integrations be issued as task orders against the contract?  
A6: They could be, that part of the process will be discuss through contract negotiations. We will want to work with the vendor to make sure the process is clear and comfortable for both parties.
7. Q7: How many broadcasting events are expected to be scheduled monthly/length.  
A7: There is a minimum of 4 and a maximum of 16. No time standard exists. Midnight is the cut-off, but the Board may authorize continuation.
8. Q8: Are there any existing AV systems installed in facilities that are not operational currently and we would need to consider immediate work orders for?  
A8: No, there are none.
9. Q9: [We] would like to request an onsite visit for a better understanding of your current studio and room environment setup and update requirements.



A9: Due to security concerns, Stafford is not offering an open opportunity for a site visit. However, following selection of one or more qualified firms, a site visit can be arranged for offerors so selected.

10. Q10: We also have questions regarding the brevity of the pricing sheet, specifically Section IV, points 2 and 3; are you looking for hourly rates?

A10: Attachment F is based on currently known requirements. Offerors are encouraged to provide detailed pricing within its own proposal that supports their proposed services.

11. Q11: Is Facebook the sole streaming platform currently utilized by Stafford County, or are there additional platforms where content is being streamed simultaneously?

A11: Facebook is the chosen social media platform for streaming.

12. Q12: To confirm the scope of the RFP: Are we expected to provide equipment for broadcasting and streaming to be housed in a rack, rather than merely utilizing existing equipment and providing personnel services?

A12: Yes, the existing equipment can be used until the legacy equipment is replaced. We are currently at a 6-year period of when the last install was made.

13. Q13: Does Stafford County prioritize awards to Small and Minority-owned firms under this contract?

A13: Stafford County encourages Small and Minority-owned firms to submit offers under this proposal. However, as a locality, Stafford is not subject to the State SWaM rules.

14. Q14: Is AVI-SPL the incumbent provider for these services?

A14: Advanced Media Solutions and AVI-SPL are two vendors that have completed associated services over the last six years.

15. Q15: Will we need to assess the continued utilization of existing broadcast media/streaming equipment and recommend new equipment as the need arise? Or would we be responsible for installing a whole new AV system at the start of the contract to support broadcast and streaming events?

A15: The essence of this contract is to coordinate the two items. In the past, they have been separated, but there is synergy in having the same vendor that broadcasts the same one designing the new system. Thus, the vendor will have to operate the current equipment with the strong possibility of the assisting in the design of the new system.

16. Q16: How is live captioning for cable handled currently?

A16: Via closed captioning services through the current vendor.





17. Q17: When does this contract start?

A17: The current contract expires at the end of June. Stafford desires to have a new contract in place at that time.

18. Q18: Are you available anytime this week for a quick visit with our media partner?

A18: Refer to A9, above.

END OF ADDENDUM NO. 3

eVA reminder for Offerors:

Offerors who responded to the previous round (before this Addendum) must respond again to the new amended round in eVA.

**Addendum #3 acknowledgment:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

**NOTICE OF AWARD**

**DATE OF AWARD:** June 25, 2024

**CONTRACT TITLE:** Media, Audio-Visual Products and Services, and  
Broadcasting Services

**CONTRACT NUMBER:** 24102

**PERIOD OF PERFORMANCE:** June 21, 2024 – June 20, 2027

**CONTRACTOR:**

Advanced Media Solutions of Virginia

PO Box 1864

Fredericksburg, VA 22402

---

[Procurement@StaffordCountyVA.gov](mailto:Procurement@StaffordCountyVA.gov)

# Contents

- Section A: Required RFP Documents ..... 2**
  - Introduction Letter..... 2*
  - Signed RFP Cover Sheet ..... 4*
  - ATTACHMENT A – State Corporation Commission..... 6*
  - ATTACHMENT B – References ..... 7*
  - ATTACHMENT C – Small and Minority Business Enterprises..... 8*
  - ATTACHMENT D – Proprietary Information and Trade Secrets..... 9*
  - Signed Addendum #1..... 10*
  - Signed Addendum #2..... 12*
  - Signed Addendum #3 ..... 14*
- Section B: Offeror’s Qualifications..... 17**
  - Executive Summary..... 17*
  - Offeror’s Experience..... 17*
  - Financial Statement..... 18*
- Section C: Proposed Plan of Operation..... 23**
  - Written Narrative..... 23*
  - Implementation..... 25*
  - Goods/Services Available ..... 25*
  - Emergency/ Technical Failures..... 25*
  - Experience and Qualifications of Key Staff..... 26*
- Section D: Offeror’s History of Successful Performance ..... 27**
  - References..... 27*
  - Number of Years AMS has Been in Business ..... 28*
- Section E: Detailed Price Proposal..... 29**
  - ATTACHMENT F – Detailed Price Proposal..... 29*
  - Sample List..... 31*
  - Certificate of Insurance ..... 32*

## Section A: Required RFP Documents

### Introduction Letter

**Advanced Media Solutions of Virginia, LLC**  
**P.O. Box 1864**  
**Fredericksburg, VA 22402**  
**540-656-2050**  
**www.amsva.tv**



### Firm History

Advanced Media Solutions (AMS) provides governmental services for many localities including Spotsylvania County, Spotsylvania County Schools, City of Fredericksburg, Fredericksburg City Schools, Fauquier County, Town of Warrenton, Stafford County, Stafford County Schools, City of Manassas, Manassas City Schools, Village of Friendship Heights. Advanced Media Solutions is a provider of audio/visual needs for local and regional businesses some of which include the Fredericksburg Convention Center, Hospitality House, Northern Neck Electric, and Rappahannock Electric Coop. Beginning with the City of Fredericksburg in the early 1990's, Chris Chandler (Founder/Owner) has been responsible for maintaining, producing, and operating several 24/7 broadcast TV channels. Today, AMS operates 9 PEG channels. In addition, AMS provides technical support for many other localities such as the Town of Warrenton, Fauquier County, Lancaster, and Augusta Counties.

### Regional Web TV

Starting in 2014, Advanced Media Solutions introduced Regional Web TV allowing each locality the ability to live stream and archive meetings. We serve Virginia and Maryland by hosting local board meetings, educational meetings, planning meetings and dedicated events. We not only stream each meeting live, we additionally provide live closed captioning and link the meeting to the agenda in the archives. We host all parts of the site including the costs for bandwidth. This allows you to view local government meetings on PC, Mac, Tablets, and other mobile devices. Advanced Media Solutions sees this medium as the future of local and regional broadcasting. To date we have produced and broadcast over 10,000 live meetings. Last year Regional Web TV had 300,000 stream views. We are on track to have over 400,000 views this year.

### Audio/Video Integration

As an audio/visual integrator, Advanced Media Solutions specializes in providing a low cost and efficient solution for local governments and their school divisions including board rooms, conference rooms, and meeting rooms. Advanced Media Solutions produced the complete concept, design, and installation of these systems for Spotsylvania, Stafford, Augusta, Lancaster, Fredericksburg, Fauquier, Town of Warrenton, Manassas, and Village of Friendship Heights. With the onset of COVID-19, these systems include virtual meeting integration, allowing seamless transition from boardrooms to the virtual realm.

### Audio/Video Rental

We are the go-to company in Central Virginia for all audio/visual needs. Large projection screens, projectors, microphones, large venue audio reinforcement, TV monitors of all sizes, and PTZ cameras. This large inventory of equipment gives AMS the ability to partner with the Fredericksburg Convention Center as their in-house A/V solution.

### Our Philosophy

#### **“Never Say No To Our Clients”**

Advanced Media Solutions prides itself on customer service and making sure our clients are always happy. Located just thirteen miles from Stafford Courthouse, we are strategically located to allow for 24/7 on-call support, allowing any issue that may occur to be resolved in a timely manner. Our location also allows for AMS to be flexible and accommodate changes in meeting schedules and cover other meetings that may be requested in short notice. Our policies are to conduct on-site, pre-meeting audio/visual check of the boardroom, streaming equipment, and television broadcast the morning of any board/commission meeting. We require associates to wear AMS attire to all meetings, arriving at least one hour early for a final pre-meeting check.

# Signed RFP Cover Sheet



Stafford County Procurement 1300  
 Courthouse Road  
 P.O. Box 339  
 Stafford, Virginia 22555-0339

Request for Proposal (RFP) Cover Sheet	
RFP NUMBER	24102
TITLE	MEDIA, AUDIO-VISUAL PRODUCTS AND SERVICES, AND BROADCASTING SERVICES
ISSUE DATE	APRIL 10, 2024
CONTRACTS OFFICER:	THERESA L. HARRIS, CPPB, CPPO, VCO, VCCO
EMAIL ADDRESS	PROCUREMENT@STAFFORDCOUNTYVA.GOV
PHONE	540-658-5310

<b>SOLICITATION DUE DATE</b>	<b>Sealed Proposals Will Be Received <u>May 9, 2024, 11:00 AM (local time)</u></b> , for providing media, audio-visual, broadcasting and related services, as described herein. No late proposals will be accepted. Pre-proposal Meeting: April 18, 2024 at 11:00 AM. See Paragraph III.
<b>SERVICE(S) LOCATION</b>	Stafford County, Virginia
<b>CONTRACT TERM</b>	Upon full execution through three (3) years. Contract may be renewed for two (2) successive one-year periods.
<b>PROPOSAL SUBMISSION</b>	Electronic Submission. Proposals are to be submitted electronically, in the file format requested, via Electronic Virginia (eVA) website <a href="http://www.eVA.Virginia.gov">www.eVA.Virginia.gov</a> . There is a 60MB size limit for each file. If you need assistance, please refer to the eVA site in advance of the submission deadline: <a href="https://eva.virginia.gov/get-help-customer-care-forms.html">https://eva.virginia.gov/get-help-customer-care-forms.html</a> and/or call eVA Customer Care 1-866-289-7367.
<b>INQUIRIES</b>	All inquiries for information should be directed to the Contracts Officer above. All questions regarding the RFP must be received in writing on or before May 1, 2024 no later than 11:00 AM. Emails are to be sent to the Procurement team, at <a href="mailto:procurement@staffordcountyva.gov">procurement@staffordcountyva.gov</a> . The subject line must include RFP# 24102 or your question(s) may not be received and answered in a timely manner.
<b>TERMS &amp; CONDITIONS</b>	This solicitation is subject to the provisions of the Stafford County Request for Proposals (RFP) and any attachments, exhibits, revisions or amendments thereto, which are hereby incorporated into this RFP in their entirety. If not attached, a copy of these terms and conditions is available for review at the Procurement Office. Special Terms and Conditions and Specifications attached shall also be part of your proposal. The RFP Package is available at no charge on the Commonwealth of Virginia's electronic procurement system, eVA. <a href="http://www.eva.virginia.gov">www.eva.virginia.gov</a> . Please be observant of all RFP instructions and specifications.

By executing this RFP Cover Sheet, offeror acknowledges that they have read this RFP, understand it, and agree to be bound by its terms and conditions. The undersigned offeror hereby offers and agrees to furnish all goods and services required by this RFP and certifies that all information it has provided in response to this RFP is true, correct, and complete.

**OFFEROR INFORMATION**

Name of firm: Advanced Media Solutions Date: 4/16/2024

Address of firm: P.O. Box 1864 Fredericksburg, VA ZIP: 22402

By (signature): *Christopher Chandler*

Name (print): Christopher Chandler Title (print): Owner

Phone: 540-656-2050 Fax: N/A Email address: amsva@amsva.tv

**In accordance with Virginia Code § 2.2-4343.1, as amended, Stafford County does not discriminate against faith-based organizations. The County does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.**

**ATTACHMENT A – State Corporation Commission**

**Virginia State Corporation Commission (SCC) registration information.**

The Offeror, Advanced Media Solutions of Virginia \_\_\_\_\_ :

is a corporation or other business entity with the following SCC identification number:

S402813-2                      **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the County reserves the right to determine in its sole discretion whether to allow such waiver):

Christopher Chandler \_\_\_\_\_  
Authorized Signature

4/16/2024 \_\_\_\_\_  
Date

\_\_\_\_\_  
Owner  
Title



## ATTACHMENT B – References

Offeror Name: Advanced Media Solutions of Virginia

A minimum of three (3) references is required. Reference projects shall be for work of similar size, scope, and character, preferably with other public entities.

1. Project Name: Fredericksburg City Council Chambers

Project Description: City council chambers and work session meeting room A/V upgrade including new PTZ/NDI cameras. The upgrade to the work session room makes the room a virtual room as well.

AMS was responsible for the total design and implementation of this upgrade.

Business Name: Fredericksburg City Government

Name of Contact: Brenda Martin

Phone: (540) 372-1010 Email: bmartin@fredericksburgva.gov

2. Project Name: Regional Web TV for the Town of Warrenton

Project Description: AMS provides the Town of Warrenton with a turn-key video streaming and archiving solution for their government meetings. The solution includes live closed captioning, meeting chaptering to agenda, video search by keyword, and a text file available for the clerk for transcription.

Business Name: Town of Warrenton

Name of Contact: Jonathan Stewart

Phone: (540) 347-1101 Ext. 115 Email: JStewart@warrentonva.gov

3. Project Name: Augusta County Board Room/ Conference Rooms Upgrade

Project Description: AMS provided an A/V solution for multiple locations throughout the county center. Starting with the boardroom, which included design from the ground up. The board room was equipped with PTZ cameras, a complete sound system with speakers, microphones, a DSP, dais monitors, audience monitors, and a hearing-impaired audio system. AMS designed multiple conferences rooms to allow for virtual integration with any platform.

Business Name: Augusta County

Name of Contact: Jackie Zetwick

Phone: (540) 245-5062 Email: jzetwick@co.augusta.va.us

**ATTACHMENT C – Small and Minority Business Enterprises**

**SMALL AND MINORITY BUSINESS ENTERPRISES**

The Procurement Policies and Regulations of Stafford County, Virginia and relevant Federal and State Laws, Orders and Regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small Women-Owned, Minority-Owned, and Service Disabled Veteran-Owned (SWaM) Business Enterprises.

Definitions:

Small Business: For the purposes of this document a small business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.; or
- (b) gross annual income does not exceed ten (10) million.
- (c) is independently owned and operated (not subsidiary of another firm).

SWaM Business: A business entity which is operated and controlled by a minority:

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own operate, control and share in earnings of fifty-one (51%) percent (51%) or more of such an enterprise.
- (b) SWaM entities shall be defined as provided in Virginia Code § 2.2-4310, as amended. PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

SWaM Business Firm:  Yes                       No

Small Business Firm:     Yes                       No

The above information is requested for statistical purposes only. All Offeror responses will receive equal consideration for evaluation and award.

CONTACT FOR ADMINISTRATION:

NAME: Christopher Chandler

ADDRESS (OFFICE): P.O. Box 1864 Fredericksburg, VA 22402

TELEPHONE (OFFICE): 540-656-2050

EMAIL: amsva@amsva.tv

**ATTACHMENT D – Proprietary Information and Trade Secrets**

**TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION**

***IF NO PROTECTION IS NEEDED STATE “N/A” ON THE TABLE BELOW AND SIGN.***

Trade secrets or proprietary information submitted by any Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protection of §2.2-4342(F) of the Code of Virginia, in writing, prior to or upon submission of the data or other materials, and must clearly and specifically identify the data or other materials to be protected, and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by the Offeror on the table below.** If the Offeror fails to identify any protected information on the table below, the Offeror by return of this form, hereby releases the County and all of its employees from any and all claims, damages, demands or liabilities associated with the County’s release of such information, and agrees to indemnify it for all costs, expenses and attorney’s fees incurred by the County as a result of any claims made by Offeror regarding the release of such information. By submitting its proposal, Offeror understands and agrees that any language seeking protection from public disclosure, any specific documents or information, unless identified on the table below, are null and void and of no legal or binding effect on the County. The classification of line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION / TITLE	PAGE NUMBER(S)	REASON FOR WITHHOLDING FROM DISCLOSURE
N/A		

COMPANY NAME: Advanced Media Solutions

SIGNATURE: *Christopher Chandler*



**ADDENDUM #1**

**April 15, 2024**

**SUBJECT:** Media, Audio-Visual Products and Services and Broadcasting Services  
**RFP No.:** 24102

Note: All Proposers shall acknowledge the receipt of this Addendum in the space provided at the bottom of this Addendum. This Addendum contains the following:

- I. Changes to the RFP.
- II. Questions from Potential Offerors

**I. Changes to the RFP.**

1. Section VI. Offeror's Instructions. Paragraph D.1.: Add the following instructions for each proposal response:

“Offerors may respond to one or more of the Services listed in Section IV, Scope of Services (above). Each proposal response shall clearly indicate the Service or Services to which the Offeror is responding and provide relevant information as detailed in Sections B through D. Offerors may submit one combined proposal provided it is a complete submission.”

**II. Questions from Potential Offerors**

- 1. Q1: Is it required to provide a bid for all services, or may the contractor omit services it does not provide directly.  
A1: Offerors may propose one or more services. Please refer to the RFP Offeror's Instructions, Section D, paragraph 1c.
- 2. Is subcontracting permitted in this agreement so long as the subcontractors are held to the same terms and conditions in the agreement?  
A2: Subcontracting is permitted, however, the successful Offeror remains fully responsible for performance of the services, including those it may not self-perform, as well as compliance with all terms and conditions of the Contract (if awarded).

[Continued]



eVA reminder for Offerors:

Offerors who responded to the previous round (before this Addendum) must respond again to the new amended round in eVA.

**Addendum #1 acknowledgment:**

*Christopher Chandler*

Signature

Christopher Chandler

Contractor Name

05/02/2024

Date



**ADDENDUM #2**

**April 19, 2024**

**SUBJECT:** Media, Audio-Visual Products and Services and Broadcasting Services  
**RFP No.:** 24102

---

Note: All Proposers shall acknowledge the receipt of this Addendum in the space provided at the bottom of this Addendum. This Addendum contains the following:

- I. Questions from Potential Offerors
- II. Pre-Proposal Conference Attendees

**I. Questions from Potential Offerors**

- 1. Q1: START UP EQUIPMENT AND SOFTWARE
  - A. Equipment (attach comprehensive list) \$ \_\_\_\_\_
  - B. Software (include any license requirements) \$ \_\_\_\_\_
  - C. Maintenance fee/term \$ \_\_\_\_\_

We do not see another list associated with this bid on equipment list. Can you please provide?

A1: This is a Request for Proposal (not a bid). Offerors are requested to provide a comprehensive list of equipment and software for the County to consider in evaluating its suitability to provide the goods and/or services. Offerors are also to provide costs associated with each of its offerings.

- 2. Q2: Are there any other documents, such as a Q & A? Could we also get a transcript or recording of today's missed pre-proposal Webex conference?

A2: All documents are posted on eVA as they are released. A recording of the WebEx is available via link below.

- 3. Q3: This appears to potentially be a multiple award. If multiple, please tell me how many awards are anticipated and what do you anticipate the total value for the contract across all awardees per contract/per year?



A3: Stafford County intends to evaluate all proposals and, if in the best interest of the County, may award to one or more firms. The services have previously been provided under separate contracts or purchase orders, so the value is not known at this time. However, we anticipate the overall value will exceed \$200,000 over the life of the contract.

**II. Pre-Proposal Attendees**

The following individuals representing potential offerors attended the Pre-Proposal Meeting held on April 18, 2024.

Gil Sylvia  
Jacob Garner  
Jessica Jackson

A recording of the meeting is available and can be found at this link:  
<https://vimeo.com/staffordcounty/avrfp41824>

END OF ADDENDUM NO. 2

eVA reminder for Offerors:

Offerors who responded to the previous round (before this Addendum) must respond again to the new amended round in eVA.

**Addendum #2 acknowledgment:**

*Christopher Chandler*

Signature

Christopher Chandler

Contractor Name

05/02/2024

Date



**ADDENDUM #3**

**May 2, 2024**

**SUBJECT:** Media, Audio-Visual Products and Services and Broadcasting Services  
**RFP No.:** 24102

---

Note: All Proposers shall acknowledge the receipt of this Addendum in the space provided at the bottom of this Addendum. This Addendum contains the following:

I. Questions from Potential Offerors

**I. Questions from Potential Offerors (Continued from Addendum 2)**

4. Q4: Will the County be looking to procure through VITA AV contract with qualified AV contractors?  
A4: No. Stafford County does not need to follow VITA guidelines.
5. Q5: For the expanded AV services, will the County be taking ownership of any replacement equipment cost associated with the maintenance support?  
A5: Yes, the County will own any equipment obtained through this contract.
6. Q6: Structure of work. Outside of the ad hoc broadcasting support, will the expanded AV services/new integrations be issued as task orders against the contract?  
A6: They could be, that part of the process will be discuss through contract negotiations. We will want to work with the vendor to make sure the process is clear and comfortable for both parties.
7. Q7: How many broadcasting events are expected to be scheduled monthly/length.  
A7: There is a minimum of 4 and a maximum of 16. No time standard exists. Midnight is the cut-off, but the Board may authorize continuation.
8. Q8: Are there any existing AV systems installed in facilities that are not operational currently and we would need to consider immediate work orders for?  
A8: No, there are none.
9. Q9: [We] would like to request an onsite visit for a better understanding of your current studio and room environment setup and update requirements.





## Procurement Division

Procurement@StaffordCountyVA.gov

A9: Due to security concerns, Stafford is not offering an open opportunity for a site visit. However, following selection of one or more qualified firms, a site visit can be arranged for offerors so selected.

10. Q10: We also have questions regarding the brevity of the pricing sheet, specifically Section IV, points 2 and 3; are you looking for hourly rates?

A10: Attachment F is based on currently known requirements. Offerors are encouraged to provide detailed pricing within its own proposal that supports their proposed services.

11. Q11: Is Facebook the sole streaming platform currently utilized by Stafford County, or are there additional platforms where content is being streamed simultaneously?

A11: Facebook is the chosen social media platform for streaming.

12. Q12: To confirm the scope of the RFP: Are we expected to provide equipment for broadcasting and streaming to be housed in a rack, rather than merely utilizing existing equipment and providing personnel services?

A12: Yes, the existing equipment can be used until the legacy equipment is replaced. We are currently at a 6-year period of when the last install was made.

13. Q13: Does Stafford County prioritize awards to Small and Minority-owned firms under this contract?

A13: Stafford County encourages Small and Minority-owned firms to submit offers under this proposal. However, as a locality, Stafford is not subject to the State SWaM rules.

14. Q14: Is AVI-SPL the incumbent provider for these services?

A14: Advanced Media Solutions and AVI-SPL are two vendors that have completed associated services over the last six years.

15. Q15: Will we need to assess the continued utilization of existing broadcast media/streaming equipment and recommend new equipment as the need arise? Or would we be responsible for installing a whole new AV system at the start of the contract to support broadcast and streaming events?

A15: The essence of this contract is to coordinate the two items. In the past, they have been separated, but there is synergy in having the same vendor that broadcasts the same one designing the new system. Thus, the vendor will have to operate the current equipment with the strong possibility of the assisting in the design of the new system.

16. Q16: How is live captioning for cable handled currently?

A16: Via closed captioning services through the current vendor.



## Procurement Division

Procurement@StaffordCountyVA.gov

17. Q17: When does this contract start?

A17: The current contract expires at the end of June. Stafford desires to have a new contract in place at that time.

18. Q18: Are you available anytime this week for a quick visit with our media partner?

A18: Refer to A9, above.

END OF ADDENDUM NO. 3

eVA reminder for Offerors:

Offerors who responded to the previous round (before this Addendum) must respond again to the new amended round in eVA.

**Addendum #3 acknowledgment:**

*Christopher Chandler*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Christopher Chandler

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
05/02/2024

\_\_\_\_\_  
Date

## **Section B: Offeror's Qualifications**

### **Executive Summary**

Advanced Media Solutions of Virginia is a Corporation in the state of Virginia.

#### **Chris Chandler, Offeror**

1611 Lafayette Blvd.

Fredericksburg, VA 22401

540-656-2050

[cchandler@amsva.tv](mailto:cchandler@amsva.tv)

**Logan Chandler:** VP of Operations/Information Technology Specialist

**Stephanie Serrett:** Administrator/Graphic Design Specialist

### **Offeror's Experience**

Chris Chandler, Owner, and Founder of Advanced Media Solutions.

Chris is the founder of Advanced Media Solutions, with over 45 years in video production and Audio/Video integration. He created the business with the objective of providing localities with turn- key solutions to producing, recording, broadcasting, streaming, and storage of all meetings.

Building Advanced Media Solutions from the beginning stages and capitalized financial requirements.

Chris designs, installs, optimizes, and configures new broadcast systems along with turn-key options and application upgrades in existing systems, troubleshooting, diagnosing problems, adjusting, repairs and performing preventative maintenance. He also assesses and executes the implementation of innovative technologies.

His video production experience includes commercials, government meetings, board meetings, promotional and instructional videos.

**Financial Statement**

**Financial Statement  
Advanced Media Solutions of Virginia  
May 7, 2024**

**Confidential  
Code #2.2-4342F**

# ADVANCED MEDIA SOLUTIONS OF VIRGINIA LLC

Balance Sheet  
As of December 31, 2023

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Atlantic Union Checking #1 (6641)	28,476.90
Business Prime Share 0051 (deleted)	1.00
Main Operating (Topside CU 0061)	22,906.20
<b>Total Bank Accounts</b>	<b>\$51,384.10</b>
Accounts Receivable	
Accounts Receivable	0.00
<b>Total Accounts Receivable</b>	<b>\$0.00</b>
Other Current Assets	
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$51,384.10</b>
Fixed Assets	
Accumulated Depreciation	-61,799.03
Automobile	35,240.51
Furniture and Equipment	24,398.00
Office Lawn Mower	4,814.98
Projector	2,999.00
<b>Total Fixed Assets</b>	<b>\$5,653.46</b>
<b>TOTAL ASSETS</b>	<b>\$57,037.56</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Credit Cards	
Atlantic Union CC 2522	26,029.89
<b>Total Credit Cards</b>	<b>\$26,029.89</b>
Other Current Liabilities	
Direct Deposit Payable	0.00
Loan From Chris Chandler	1,926.22
Out Of Scope Agency Payable	0.00
Payroll Liabilities	0.00
Federal Taxes (941/944)	1,400.54
Federal Unemployment (940)	251.16
Simple IRA	0.00
Third Party Lien Adjustment	-143.65
VA Income Tax	1,995.61
VA SUI Employer	23.10

# ADVANCED MEDIA SOLUTIONS OF VIRGINIA LLC

## Balance Sheet

As of December 31, 2023

	TOTAL
<b>Total Payroll Liabilities</b>	<b>3,526.76</b>
Sales Tax Agency Payable	802.31
Virginia Department of Taxation Payable	0.00
<b>Total Other Current Liabilities</b>	<b>\$6,255.29</b>
<b>Total Current Liabilities</b>	<b>\$32,285.18</b>
Long-Term Liabilities	
Auto Loan	29,668.54
<b>Total Long-Term Liabilities</b>	<b>\$29,668.54</b>
<b>Total Liabilities</b>	<b>\$61,953.72</b>
Equity	
Opening Balance Equity	0.00
Owner Investments	1,912.70
Owner's Draw	-2,169,484.17
Donations	-6,605.88
Owner Life Insurance	-1,494.98
Personal Income Tax Payments	-614,447.40
Estimated Taxes	-72,871.32
<b>Total Personal Income Tax Payments</b>	<b>-687,318.72</b>
Rental Property payments	-74,559.85
Simple IRA	-20,300.00
<b>Total Owner's Draw</b>	<b>-2,959,783.60</b>
Reconciliation Adjustments	59,879.42
Retained Earnings	2,607,763.17
Net Income	285,292.15
<b>Total Equity</b>	<b>\$ -4,916.16</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$57,037.56</b>

# ADVANCED MEDIA SOLUTIONS OF VIRGINIA LLC

Profit and Loss  
January 1 - May 7, 2024

	TOTAL
Income	
Equipment for Resale	38,905.95
Equipment Rental	21,197.50
Governmental	296,927.71
Labor - Installation	24,920.00
Sales - Support and Maintenance	8.36
Services	27,150.50
Uncategorized Income	2,915.75
<b>Total Income</b>	<b>\$412,025.77</b>
<b>GROSS PROFIT</b>	<b>\$412,025.77</b>
Expenses	
Automobile Expense	2,248.58
Auto Lease	18,601.26
Auto Repairs and Maintenance	1,344.25
Gas	5,608.24
<b>Total Automobile Expense</b>	<b>27,802.33</b>
Bank Service Charges	
Bank Fee	42.00
<b>Total Bank Service Charges</b>	<b>42.00</b>
Business Licenses	3,600.00
Dues and Subscriptions	50.00
Employee Benefits	
Employee Life Insurance	2,782.52
Health Insurance	13,676.10
<b>Total Employee Benefits</b>	<b>16,458.62</b>
Equipment	81,337.30
Insurance Expense	
Auto Insurance	1,055.09
Business Insurance	575.76
<b>Total Insurance Expense</b>	<b>1,630.85</b>
Legal & Professional Fees	173.92
Meals	599.51
Office Supplies & Software	87.50
Office Supplies	668.34
Software	7,848.35
Zoom	16.79
<b>Total Software</b>	<b>7,865.14</b>
<b>Total Office Supplies &amp; Software</b>	<b>8,620.98</b>

# ADVANCED MEDIA SOLUTIONS OF VIRGINIA LLC

Profit and Loss  
January 1 - May 7, 2024

	TOTAL
Payroll Expenses	
Company Contributions	
Retirement	9,752.45
<b>Total Company Contributions</b>	<b>9,752.45</b>
Payroll Taxes	251.16
Taxes	7,461.68
Wages	94,085.47
<b>Total Payroll Expenses</b>	<b>111,550.76</b>
Postage	281.02
QuickBooks Payments Fees	1,638.77
Uncategorized Expense	376.93
Utilities	95.00
Cell Phones	2,038.27
Electric and Gas	1,414.53
Internet	2,452.08
Water and Sewer	257.68
<b>Total Utilities</b>	<b>6,257.56</b>
<b>Total Expenses</b>	<b>\$260,420.55</b>
NET OPERATING INCOME	<b>\$151,605.22</b>
Other Expenses	
Reconciliation Discrepancies-1	3.00
Simple IRA Discrepancy	800.00
<b>Total Other Expenses</b>	<b>\$803.00</b>
NET OTHER INCOME	<b>\$ -803.00</b>
NET INCOME	<b>\$150,802.22</b>



## Section C: Proposed Plan of Operation

### Written Narrative

Advanced Media Solutions as the current contracted vendor will continue its concise operating programs that include:

#### 1. Scrolling Cable Channel

- a. AMS will continue to work closely with Stafford County staff to maintain current information on the local cable channels using a digital signage platform.
- b. AMS monitors the local channels 24/7 to ensure programming is continuously running. In the event of an outage, AMS has established contacts with Verizon, Cox, and Comcast to notify the cable distributor of an issue and restore the programming in a timely manner. AMS will also notify the County of any outages.
- c. Any software or programming changes that may need to occur will happen outside of normal business hours and regularly scheduled Board of Supervisors and Planning Commission meetings.

#### 2. Broadcast and Recording Meetings

- a. AMS will continue to conduct pre-meeting checks which include a full functionality test of equipment the morning of the meeting and arriving at least 1 hour prior to the meeting to conduct a final test.
  - i. Pre-meeting checks include testing all microphones, monitors, cameras, PC's, voting machine, broadcast, stream, and recording equipment in board chambers and the ABC meeting room (if applicable).
  - ii. An On-Air broadcast and streaming test are conducted to ensure proper audio and video transmission.
  - iii. AMS meets with a Stafford County staff member during the pre-meeting check.
- b. AMS will continue to produce and record each meeting utilizing existing equipment which includes a 19" floor standing rack, broadcast, streaming, and recording equipment, PTZ cameras, multiple pc inputs, and voting machine. The meetings will be produced with graphic slates, board member name keys, and multiple camera shots.
- c. AMS provides a full off-site meeting solution that brings the board room to any location. This solution allows for cable broadcasting, streaming, and recording. The system provides microphones, a sound system, and high quality/high-definition video/audio of the meeting.

- d. With the upcoming implementation of Verizon HD channels, AMS will work closely with Verizon to ensure a smooth transition.

### 3. Streaming

- a. AMS streams each meeting live and on demand in HD on Regional Web TV and Facebook Live.
- b. Streaming includes closed captioning and archiving to the agenda.
- c. Text files of each meeting are available for the clerks of each board or commission.
- d. AMS works closely with Stafford County staff to facilitate streaming of County Administrator town halls and other internal meetings.

### 4. Troubleshooting

- a. AMS is on call 24/7 to provide technical assistance to the County's Information Services Area regarding the Board Chambers, ABC Room, and Studio audio/visual system.
- b. AMS conducts on-going system wide preventive maintenance checks on all equipment.
- c. As an A/V integrator and rental company, along with providing similar services to other localities, AMS has a vast inventory of backup loaner equipment in case of on-site equipment failure. Equipment includes but is not limited to a sound system including speakers and mixer, cameras, and streaming equipment.

### 5. Labor

- a. AMS is staffed to provide all labor that is required for this RFP.
- b. AMS has a dedicated staff making sure every client has the best customer experience possible. Each team member is trained in multiple A/V systems in multiple locations. This cross training keeps everyone capable of operating in all locations. We also have additional staff available on short notice.

### 6. Audio-Visual (AV)

- a. AMS recommends Stafford County replace all legacy board room and broadcast equipment. AMS with Stafford County staff will assist in the design of the new system and installation of equipment.
- b. AMS will conduct a full A/V walkthrough of Stafford County Government Center, Courtrooms, and other designated locations and provide upgraded A/V options.
- c. AMS will include a minimum of a one (1) year warranty from the date of acceptance on all equipment or in accordance with the standard manufacturer's warranty, whichever is greater.

- d. AMS shall be able to maintain and service all products supplied in a professional manner while providing excellent customer service.
- e. AMS when necessary or as requested by the county, will provide professional on-site consultation, system design, installation, service, and maintenance on the audio visual and multimedia products. AMS will perform all services needed for successful design, project management, installation/integration, commissioning, and closeout standards. Installation shall be in accordance to best practices.

## **Implementation**

As the incumbent provider, a transition will not be necessary. AMS will continue working with Stafford County to provide exceptional coverage of the Board of Supervisors, Planning Commission, and other events. AMS looks forward to its continued relationship with Stafford County, launching their technology needs into the future.

## **Goods/Services Available**

- A. Governmental Services
- B. Regional Web TV
- C. A/V Integration
- D. A/V Rental
- E. Video Production
  - a. On location, multiple camera broadcasts

## **Emergency/ Technical Failures**

AMS is on call 24/7 to provide technical assistance. AMS has replacement or loaner equipment in stock. We also have relationships with a number of equipment vendors to ensure emergencies are resolved in a timely manner, in most cases the next business day.

## **Experience and Qualifications of Key Staff**

### **Logan Chandler: VP of Operations/Information Technology Specialist:**

Logan has 8 years' experience implementing IT solutions with up-to-date components and other necessary aspects. He assesses and executes implementation of new technologies as well as providing maintenance, back up and securing all data. Logan oversees web operations for Regional Web TV. He is also a meeting production specialist.

Education - Business Administration and Information Technology Experience – 8 years video production and technical support.

### **Stephanie Serrett: Administrator/Graphic Design Specialist**

Stephanie has 38 years in advertising/marketing administration and office administration as well as 30 years in the Audio/Video business providing operations support. Stephanie oversees PEG channel content and operations.

Education - Paralegal, Business Administration, Graphic Design

### **James Chandler: Audio/Visual Tech:**

James has 35 years in audio/video production as camera operator and technical support to include, transportation, set-up, audio, lighting, maintaining, and troubleshooting equipment used in multimedia production.

### **Harrison Gagnon:**

6 Years Video Production experience

Graduate of Virginia Tech

### **Trevor Talley:**

3 Years Production Operator

Graduate of Virginia Tech

### **Darryl Morton:**

3 Years Video Production experience

### **Tristan Sankey:**

Intern

## Section D: Offeror's History of Successful Performance

### References

#### **Town of Warrenton**

21 Main St.  
Warrenton, VA 20186  
Johnathon Stewart  
540-347-1101 ext 115  
[jstewart@warrentonva.gov](mailto:jstewart@warrentonva.gov)

#### **Spotsylvania Government**

9104 Courthouse Rd, Spotsylvania Courthouse, VA 22553  
Ed Dooley  
540-507-7502  
[EDooley@sptsylvania.va.us](mailto:EDooley@sptsylvania.va.us)

#### **Spotsylvania School Board**

8020 River Stone Rd, Fredericksburg, VA 22407  
Rene Daniels  
540-295-5191  
[rdaniels@spotsylvania.k12.va.us](mailto:rdaniels@spotsylvania.k12.va.us)

#### **Fredericksburg Government**

715 Princess Anne St, Fredericksburg, VA 22401  
Brenda Martin  
540-372-1010  
[bmartin@fredericksburg.gov](mailto:bmartin@fredericksburg.gov)

#### **Stafford Government**

1300 Courthouse Rd, Stafford, VA 22554  
Andrew Spence  
540-372-0471  
[ASpence@staffordva.gov](mailto:ASpence@staffordva.gov)

#### **Fauquier Government**

10 Hotel Street, Warrenton VA, 20186  
Donna Cason  
540-422-8380  
[donna.cason@fauquier.gov](mailto:donna.cason@fauquier.gov)

#### **Village of Friendship Heights**

4433 South Park Avenue, Chevy Chase, MD 20815 Jason  
Goldstein  
301-656-2797  
[jgoldstein@friendshipheightsmd.gov](mailto:jgoldstein@friendshipheightsmd.gov)

**Number of Years AMS has Been in Business**

Advanced Media Solutions was founded in April of 2012

**Section E: Detailed Price Proposal**

**ATTACHMENT F** – Detailed Price Proposal

The Offeror hereby proposes to provide the goods and/or services under the terms and conditions of this Request for Proposal as follows:

**1. BROADCAST LIVE AND RECORDED MEETINGS AND MAINTAIN THE COUNTY’S LOCAL GOVERNMENT CABLE CHANNELS; PROGRAMMING, MAINTENANCE, AND PLAYBACK (SCROLLING)**

A. Total first year annual quote for services and materials as described by the Scope of Work. \$ 185,000

B. Total first year annual quote for services and materials as described by the Scope of Work, off site. \$ 10,000

TOTAL COST FOR SERVICES (1A + 1B) (Basis for evaluation) \$ 195,000\*  
\*3% annual increase

**2. AUDIO-VISUAL SERVICES AND RELATED PRODUCTS (per hour\*)**

A. Installation  
Title: A/V Installer \$ 95

Title: Project Manager \$ 105

Title: Programmer \$ 175

B. System Design  
Title: A/V Engineer \$ 125

Title: Diagram Creation \$ 90

C. On-Site Consultations  
Title: A/V Integrator \$ No Charge

D. Service and Maintenance on audio-visual and multi-media products

Title: A/V Service Tech

\$ 95

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

\$ \_\_\_\_\_

**3. AUDIO-VISUAL SERVICES AND RELATED PRODUCTS (product line)**

Discount Percentage (attach sample list)

10-35 %

**4. START UP EQUIPMENT AND SOFTWARE:**

A. Equipment (attach comprehensive list)

\$ 0

B. Software (include any license requirements)

\$ 0

C. Maintenance fee/term

\$ 5,000 per year

\*Hourly rates shall be fully weighted.

Attachment F – Detailed Price Proposal

Continuation

The Offeror hereby proposes to provide the goods and/or services under the terms and conditions of this Request for Proposal as indicated above.

Company Name: Advanced Media Solutions

Address: P.O. Box 1864 Fredericksburg, VA 22402

Telephone: 540-656-2050

Name & Title of Person Submitting Proposal: Christopher Chandler (Owner)

Signature: *Christopher Chandler*



## Sample List

Brand	Model	Description	MSRP	%	Discount	Price
Samsung	UN43CU7000FXZA	Crystal UHD 43" 4K HDR Smart LED TV	\$386.90	10%	\$38.69	\$348.21
Samsung	UN55CU7000FXZA	Crystal UHD 55" 4K HDR Smart LED TV	\$481.99	10%	\$48.20	\$433.79
Samsung	UN65CU7000FXZA	Crystal UHD 65" 4K HDR Smart LED TV	\$699.00	10%	\$69.90	\$629.10
Samsung	UN70CU7000FXZA	Crystal UHD 70" 4K HDR Smart LED TV	\$879.00	10%	\$87.90	\$791.10
Samsung	UN75CU7000FXZA	Crystal UHD 75" 4K HDR Smart LED TV	\$897.00	10%	\$89.70	\$807.30
Samsung	UN85CU7000FXZA	Crystal UHD 85" 4K HDR Smart LED TV	\$1,417.95	10%	\$141.80	\$1,276.16
Sony	SRG-A40 4K	Sony SRG-A40 4K PTZ Camera	\$3,899.00	10%	\$389.90	\$3,509.10
Sony	SRG-X120/W	Sony SRG-X120 1080p PTZ Camera	\$2,799.00	10%	\$279.90	\$2,519.10
Panasonic	AW-UE100KPJ	Panasonic 4K NDI Pro PTZ Camera	\$8,350.00	10%	\$835.00	\$7,515.00
Dell	0F859	Dell OptiPlex 7010 Small Form Factor PC	\$2,759.00	33%	\$910.47	\$1,848.53
JBL	JBL-EON715-NA	JBL EON715 Two-Way 15" 1300W PA Speaker	\$619.00	10%	\$61.90	\$557.10
JBL	JBL EON718S	JBL EON718S PA Speakers	\$1,429.00	16%	\$228.64	\$1,200.36
Soundcraft	Ui24R	Ui24R Sound Mixer with DSP	\$1,329.00	33%	\$438.57	\$890.43
Nureva	DUAL-HDL410-W	Nureva HDL410 Audio Conferencing System	\$9,976.99	12%	\$1,197.24	\$8,779.75
RWTV	Vote Master	Remote Voting for Board Meeting	\$7,500.00	35%	\$2,625.00	\$4,875.00
Lilliput	UMTC-1400	Lilliput UMTC-1400 14" Full HD LED Monitor	\$419.99	35%	\$147.00	\$272.99
Barco	R9861612USB1	CX-20 Gen 2 Wireless Collaboration System	\$2,050.00	20%	\$410.00	\$1,640.00
Barco	R9861613USB2	ClickShare CX-30 Gen 2	\$2,575.00	20%	\$515.00	\$2,060.00
LG	34BP85CN-B	LG UltraWide 34"	\$714.00	33%	\$235.62	\$478.38



**STANDARD CONTRACT FOR  
MEDIA, AUDIO-VISUAL PRODUCTS AND SERVICES,  
AND BROADCASTING SERVICES  
Contract No. 24102**

This Stafford County Standard Contract for Broadcasting, AV Products and Services, and Maintenance (“Standard Contract”) is entered into by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Standard Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

**1. Definitions.**

As used in this Standard Contract, the term “County” shall mean the Board of Supervisors of Stafford County, Virginia, its officers and employees. As used in this Standard Contract, the term “Contractor” shall mean:

**Advanced Media Solutions of Virginia  
P.O. Box 1864  
Fredericksburg, Virginia 22402**

**2. Contract Documents.**

The Contract Documents consist of this Standard Contract, together with exhibits and amendments issued or applicable thereto (collectively, “Contract Documents” or “Contract”). The following exhibit(s) shall be part of the Contract Documents:

- a. Exhibit A: Request for Proposals, dated April 10, 2024
- b. Exhibit B: Contractor’s Proposal Response, dated April 16, 2024
- c. Exhibit C: Detailed Price Proposal, as negotiated
- d. Negotiation Memorandum

Where the terms of this Standard Contract vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Standard Contract shall take precedence over any other Contract Document. The Contract is not valid unless executed by a duly-authorized agent of the Contractor and the County.

**3. Provision of Services.**

The Contractor hereby agrees to provide media, audio-visual, broadcasting and related services, (“Goods” and “Services”) described in Exhibit A in accordance with the terms and conditions of the Contract Documents. No aspect of the Goods and Services shall be deemed complete until it is accepted by the using County department (“Department”).

**4. Contract Term.**

The period of the Contract shall be for a period of three (3) years with two (2) successive one-year renewal options from the date of execution by the County.

**5. Contract Pricing.**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, based on the pricing set forth in Exhibit C, for Goods and Services provided by the Contractor, as described and required in the Contract Documents, and accepted by the County. If the County 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 price(s) of the most recent contract term increased by Consumer Price Index for All Urban Consumers (CPI-U), Recreation Services, or 3%, whichever the lesser.

**6. Payment.**

Payment will be made by the County to the Contractor (1) after receipt by the Department of an invoice detailing the Goods and Services provided by the Contractor, and (2) after said Goods and Services have been accepted by the County. The Department will either approve the invoice or require corrections. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any subsequent modifications. The interest rate for any late payments shall accrue at rate of one percent (1%) per month. The County shall not be required to pay or reimburse Contractor for any costs including, but not limited to, reasonable attorneys' fees, incurred by Contractor to collect any overdue amounts, unless said costs are ordered by a court of competent jurisdiction.

**7. Purchase Orders.**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Director of Procurement or designee ("Contracts Officer"). If the Contractor provides Services without a signed County Purchase Order, it does so at its own risk and expense.

**8. Ownership of Documents and Materials.**

Ownership of all materials and documentation including videos, DVDs, negatives, studies, reports, drawings, specifications, technical memoranda, assessments, and copies of any calculations and analyses (including electronic files) prepared pursuant to this Contract shall belong exclusively to the County. These materials and documentation, whether completed or not, shall be the property of the County, whether the work for which they are made is executed or not, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Contractor shall not use these materials on any other work or release any information about these materials without the express written consent of the County.

Any videos, DVD, negatives or other documents prepared by the Contractor in the performance of its obligations under the resulting Contract shall be the exclusive property of the County of Stafford, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting contract without the prior written consent of the County of Stafford. Documents and materials developed by the Contractor under the resulting contract shall be the property of the County of Stafford; however, **the Contractor may retain copies, which cannot be used without prior written consent of the County. The County of Stafford agrees that the Contractor shall**

**not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.**

**9. Delivery and Inspection**

The Goods shall be delivered FOB destination to the using Department at the time and place specified in the Contract Documents. Upon delivery:

- a. All items received shall be subject to inspection and test by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.
- b. In case any items are defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction.
- c. Items which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracts Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.
- d. If the Contractor fails promptly to remove such items which are required to be removed or promptly to replace or correct such items, the County may either:
  - i. by Contract Amendment or otherwise, replace or correct such items and Contractor shall reimburse the County, within a reasonable time specified by the Contracts Officer, for any expense incurred in excess of the Contract prices; or
  - ii. terminate the Contract for default as provided in Paragraph 12 of this Standard Contract.
- e. Unless the Contractor corrects or replaces such items within the delivery schedule, the Contracts Officer may require the delivery of such items at a reduction in price, which is equitable under the circumstances.

Acceptance or rejection of the Goods shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject Goods shall neither relieve the Contractor from responsibility for such Goods as are not in accordance with the Contract requirements nor impose liability on the County. The inspection and test by the County of the Goods does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.

**10. Assignability of Contract.**

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Contracts Officer. If the Contractor desires to assign its right to payment of the Contract, Contractor shall notify the Contracts Officer immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the Contract.

**11. Non-Appropriation of Funds.**

The obligations of the County to pay compensation due to the Contractor pursuant to the Contract or any other payment obligations under any contract awarded pursuant to this Contract are subject to appropriations by the Stafford County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such

appropriation is not made for any fiscal year, the Contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. The County will provide Contractor with written notice of non-appropriation of funds 30 days after action is completed by the Board of Supervisor, but failure to give such notice shall be of no effect and the County shall not be obligated under the Contract beyond the date of non-appropriation.

## **12. Termination for Convenience.**

- a. The parties agree that the County may terminate the Contract, or any portion thereof, or delivery of goods required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.
- b. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.
- c. Upon receipt of such Notice, the Contractor shall:
  - i. cease any further deliveries of Services due under the Contract, on the date, and to the extent, which may be specified in the Notice;
  - ii. place no further orders with any subcontractors except as may be necessary to perform that portion of the Contract not subject to the Notice;
  - iii. terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
  - iv. settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the County Contracts Officer; and
  - v. use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.
- d. After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the County Contracts Officer.
- e. The Contracts Officer shall pay from the Department's budget reasonable costs of termination, including a reasonable amount for profit on Services completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the Services not provided. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount, but no amount shall be allowed for anticipated profit on unperformed Services.
- f. In the event that the parties cannot agree on the amount to be paid to the Contractor by reason of termination under this clause, the Contracts Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:
  - a. with respect to all contract performance prior to the effective date of Notice of Termination, the total of:
    - (A) the cost of Services performed;
    - (B) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above; and
    - (C) a sum as profit on (A) determined by the Contracts Officer to be fair and reasonable.

- b. the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price or Services not terminated. In addition, no amount shall be allowed for anticipated profit on unperformed Services.
- g. In the event that the Contractor is not satisfied with any payments which the Contracts Officer shall determine to be due under this clause, the Contractor may dispute any claim in accordance with Paragraph 28 of this Standard Contract concerning Disputes.
- h. When termination for the convenience of the County is a provision of the Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage sustained by a subcontractor as a consequence of termination for convenience.

### **13. Termination for Default.**

If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the Contract, the County shall have the right to terminate the Contract. Any such termination shall be effected by mailing or delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor until such time as the exact amount of damages due to the County from the Contractor is determined.

### **14. Payment to Subcontractors.**

In accordance with Virginia Code § 2.2- 4354, as amended, the Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld as allowed in subparagraph (b), above. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an

interest charge to a subcontractor pursuant to this paragraph may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

All Contractors, if a proprietorships, partnerships, and/or corporations, shall provide the County with its federal employer identification number, or if an individual contractor, their social security number.

**15. Examination of Records.**

- a. The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy pertinent books, documents, papers, and records of the Contractor involving transactions related to the Contract.
- b. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of the Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy pertinent books, documents, papers and records of such subcontractor involved in transactions related to such subcontract, or the Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- c. The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of the Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

**16. Compliance with Laws.**

The Contractor shall comply with all applicable federal and state laws, and with all County ordinances and requirements.

**17. Authorization to Conduct Business in the Commonwealth.**

A Contractor organized as a stock or nonstock 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 Stafford County 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. Stafford County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this paragraph.

**18. Employment Discrimination Prohibited.**

During the performance of the Contract, the Contractor agrees to not discriminate against the Contractor's employees or applicants for employment in accordance with the requirements of Virginia Code § 2.2-4311, as amended, said requirements are incorporated herein as if stated in their entirety.



**19. Employment of Unauthorized Aliens Prohibited.**

In accordance with Virginia Code § 2.2-4311.1, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for Services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

**20. Drug-Free Workplace.**

During the performance of the Contract, the Contractor agrees to provide a drug-free workplace for the Contractor's employees in accordance with the requirements of Virginia Code § 2.2-4312, as amended, said requirements are incorporated herein as if stated in their entirety.

**21. Nondiscrimination Clause.**

In accordance with Virginia Code § 2.2-4343.1, as amended, the County does not discriminate against faith-based organizations. The County does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.

**22. Non-Visual Access.**

In accordance with Virginia Code § 2.2-3502, as amended, all information technology, which is purchased or upgraded by the County under any the Contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:

- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, 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 the blind or visually impaired individual interacts;
- c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and 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. A covered entity may stipulate additional specifications in any procurement.

Compliance with the nonvisual access standards set out in this paragraph is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

**23. Contractor Status.**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants, partners, or agents of the County except for such purposes as may be specifically enumerated herein, nor shall anything contained in the Contract be construed to create any partnership or joint venture between the parties. The Contractor is solely responsible for the employment, selection, management, and supervision of its own participants and for ensuring that its participants abide by all applicable rules for security, safety and general conduct. The Contractor shall maintain exclusive control over its

operations. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

#### **24. General Warranty.**

The Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopied composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Warrant that when the Contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
- f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

#### **25. Service Warranty.**

The Contractor agrees to:

- a. Furnish Services described in the manner and subject to conditions of the Contract Documents, provided that the County may reduce the Services at any time.
- b. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All Services shall be rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
- d. Allow Services to be inspected or reviewed by Department staff at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract.
- e. Stipulate that the presence of a Department staff shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. Department staff are not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract Documents. Any omission or failure on the part of the Department staff to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Contracts Officer.

#### **26. Insurance.**

- a. In addition to any other forms of insurance or bonds required in the Contract Documents, the Contractor shall provide and maintain the following insurance.
  - (i) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits

of not less than \$500,000 (each employee) or a maximum limit of \$1,000,000, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

- (ii) **Automobile Liability:** A minimum of \$2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
  - (iii) **Comprehensive General Liability:** Comprehensive General Liability insurance at a minimum \$1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed operations; contractual liability; and \$2,000,000 general aggregate. In addition, Comprehensive General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three years following completion of the Contract.
- b. Additional insurance provisions that apply to all Contracts include:
- (i) **Additional Insured:** The Stafford County Board of Supervisors, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the Insurance Certificate that this coverage "is primary and non-contributory to all other coverage the County may possess."
  - (ii) **Liability Insurance "Claims Made" basis:** If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
    - 1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub contractor's work under the Contract, or
    - 2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
  - (iii) **Excess or Umbrella Liability Policy:** Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- c. The Contractor shall provide shall provide thirty days (30) notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against Stafford County, its officers, employees, agents and volunteers.
- d. The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be

obtained before any work is commenced and kept in effect until its completion. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.

- e. Current insurance certificates documenting compliance with these coverage requirements shall be provided to the Contracts Officer prior to the award of any Contract.

## **27. Indemnification.**

- a. **General Indemnification.** Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees, and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this paragraph, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
- b. **Intellectual Property Indemnification.** In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim. In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this paragraph, Contractor must at its expense and within a reasonable time: (i) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (ii) modify such products, software, services or deliverables to make them non-infringing; or (iii) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing this paragraph, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.
- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this

Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

**28. Force Majeure.**

- a. A party is not liable for failure to perform the party's obligations if such failure is as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the Contract, but excluding any industrial dispute which is specific to the performance of the Contract, interruption or failure of electricity or telephone service.
- b. If a party asserts force majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party in writing giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.
- c. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- d. Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the Contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Contractor due to an event of force majeure.

**29. Disputes.**

Any dispute concerning a question of fact as a result of the Contract shall be decided by the County Administrator, or designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or designee, shall be final and conclusive unless the Contractor appeals the decision as provided in the Code of Virginia (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or designee, fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator, or designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the Services. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

**30. Severability.**

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**31. Non-Waiver.**

No waiver of any provision of the Contract shall constitute a waiver of any other provision nor shall any waiver of this Contract constitute a continuing waiver unless otherwise expressly provided.

**32. Governing Law, Venue, Jurisdiction.**

The Contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with the Contract or its performance must be brought in the applicable court of Stafford County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

**33. Entire Agreement.**

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. Neither this Standard Contract nor any of the other Contract Documents may be amended unless in writing, signed by the parties hereto, and approved as to form by the County Attorney.

**34. Notices.**

Contract administration of the Contract will be performed by the Contracts Officer. Any questions pertaining to the Contract shall be directed to the Stafford County Purchasing Office. Unless otherwise provided herein, all notices and other communications required by the Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact information for the Contractor:

Advanced Media Solutions  
Attention: Christopher Chandler  
PO Box 1864  
Fredericksburg, VA 22402  
Phone: 540-656-2050  
Email: [amsva@amsva.tv](mailto:amsva@amsva.tv)

Contact information for the County:  
Stafford County Procurement Division  
1300 Courthouse Road  
P.O. Box 339  
Stafford, Virginia 22555-0339  
Phone: 540-658-8610  
Email: [Procurement@StaffordCountyVA.gov](mailto:Procurement@StaffordCountyVA.gov)

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

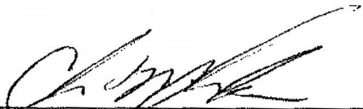
**35. Survival of Terms.**

Upon discharge of this Contract, terms and conditions related to Insurance, Indemnification, Disputes, Notice, and Governing Law, Venue, and Jurisdiction shall continue and survive in full force and effect.

**36. Counterparts.**

This Contract may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

**ADVANCED MEDIA SOLUTIONS**


By: \_\_\_\_\_

Name: Christopher Chandler

Title: Owner

Date: 6/24/2024

**BOARD OF SUPERVISORS OF  
STAFFORD COUNTY, VIRGINIA**

By: \_\_\_\_\_

Name: Donna S. Krauss

Title: Deputy County Administrator

Date: 6/25/2024



**CONTRACT NO. 24102**  
**Media, Audio-Visual Products and Services, and Broadcasting Services**  
**Exhibit C – Memorandum of Negotiation (MON)**

The below revisions were requested by Stafford County (SC) regarding the proposal submitted by Advanced Media Solutions. This MON is incorporated into the Contract Documents as Exhibit C.

- A. Attachment F – Detailed Price Proposal – Total Cost for Services (1A + 1B): As indicated in the Request for Proposal, the Contract Term will be three (3) years with two (2) successive one-year renewal options. Per Section VII, General Conditions, paragraph Q, Contract Renewal: Price increases may be negotiated only at the time of renewal. Your stipulation of “\*3% annual increase” is denied.

AMS accepts the denial of the “\*3% annual increase” and agrees to the above stated language.

- B. Attachment F – Detailed Price Proposal, Paragraph 4 – Start Up Equipment and Software: Item C – Maintenance fee/term – Please clarify the nature of the “per year” fee of \$5,000. While Stafford County could accept a fee of \$5,000 for the initial term to provide equipment, licenses, etc., an annual fee is not supported. Please provide a detailed explanation of this fee that includes all anticipated license fees, equipment to be purchased and costs, other direct AMS costs. If not supported, this per year fee will be removed.

AMS agrees to the per year fee being removed.

- C. RFP Section IV, Scope of Services, Paragraph A.3. Please provide your acknowledgement and agreement that Stafford County will own all equipment and associated software the Advanced Media Solutions provides as part of any contract agreement. If AMS purchases or maintains such equipment and/or software, AMS understands and acknowledges that only AMS-associated fees will be submitted for reimbursement with no additional mark-up. Cost plus a percentage of cost is prohibited.

AMS agrees, if AMS purchases or maintains such equipment and/or software, AMS understands and acknowledges that only AMS-associated fees will be submitted for reimbursement with no additional mark-up. Cost plus a percentage of cost is prohibited.

The above narrative is a true and accurate statement of the negotiation discussions and are acceptable to all parties.

FOR ADVANCED MEDIA SOLUTIONS OF VIRGINIA:

Signed:   
Name: Chris Chandler  
Owner

Date: 6/4/2024

FOR SC PROCUREMENT:

Signed:   
Name: Theresa L. Harris,  
Sr. Procurement Officer

Date: 6/10/24



**Exhibit C: Detailed Price Proposal (as negotiated)**

**ATTACHMENT F** – Detailed Price Proposal

The Offeror hereby proposes to provide the goods and/or services under the terms and conditions of this Request for Proposal as follows:

**1. BROADCAST LIVE AND RECORDED MEETINGS AND MAINTAIN THE COUNTY'S LOCAL GOVERNMENT CABLE CHANNELS; PROGRAMMING, MAINTENANCE, AND PLAYBACK (SCROLLING)**

A. Total first year annual quote for services and materials as described by the Scope of Work. \$ 185.000

B. Total first year annual quote for services and materials as described by the Scope of Work, off site. \$ 10,000

TOTAL COST FOR SERVICES (1A + 1B) (Basis for evaluation) \$ 195.000

**2. AUDIO-VISUAL SERVICES AND RELATED PRODUCTS (per hour\*)**

A. Installation

Title: AV Installer \$ 95

Title: Project Manager \$ 105

Title: Programmer \$ 175

B. System Design

Title: AV Engineer \$ 125

Title: Diagram Creation \$ 90

C. On-Site Consultations

Title: AV Integrator \$ No Charge

D. Service and Maintenance on audio-visual and multi-media products

Title: A/V Service Tech

\$ 95

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

\$ \_\_\_\_\_

**3. AUDIO-VISUAL SERVICES AND RELATED PRODUCTS (product line)**

Discount Percentage (attach sample list)

10.35 %

**4. START UP EQUIPMENT AND SOFTWARE:**

A. Equipment (attach comprehensive list)

\$ 0

B. Software (include any license requirements)

\$ 0

C. Maintenance fee/term

\$ Deleted

\*Hourly rates shall be fully weighted.

Attachment F – Detailed Price Proposal

Continuation

The Offeror hereby proposes to provide the goods and/or services under the terms and conditions of this Request for Proposal as indicated above.

Company Name: Advanced Media Solutions

\_\_\_\_\_  
\_\_\_\_\_

Address: P.O. Box 1864 Fredericksburg, VA 22402

\_\_\_\_\_  
\_\_\_\_\_

Telephone: 540-656-2050

Name & Title of Person Submitting Proposal: Christopher Chandler (Owner)

Signature: *Christopher Chandler*